



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 605, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308  
PAULINE ANDERSON • District 1 • 248-5220  
GRETCHEN KAFOURY • District 2 • 248-5219  
RICK BAUMAN • District 3 • 248-5217  
SHARRON KELLEY • District 4 • 248-5213  
JANE McGARVIN • Clerk • 248-3277

AGENDA OF  
MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
FOR THE WEEK OF  
July 17 to 21, 1989

Tuesday, July 18, 1989 - 1:30 PM - Informal Meeting . . Page 2  
Thursday, July 20, 1989 - 9:30 AM - Formal. . . . . Page 3

Tuesday, July 18, 1989 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL

1. Informal Review of Bids and Requests for Proposals:
  - a) Microfiche Reader/Printers
  - b) Janitorial Services for County Courthouse  
(8 floors and basement)
  - c) A & T System Software Package
  - d) Development Offering - Blue Lake Park
2. Discussion of Recommendation on a locational adjustment petition to Metro to add land to the Urban Growth Boundary near Gresham - Lorna Stickel
3. Informal Review of Formal Agenda of July 20, 1989

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Thursday, July 20, 1989, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

1. SPECIAL EVENT: Celebrate the Multnomah County Fair

CONSENT CALENDAR

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-1 Order accepting deed from Norman B. Burger, Billie L. Burger, Robert C. McDonnell and Francee I. McDonnell on N.W. Skyline Circle (South of Skyline Blvd.) Item No. 89-149 for public road purposes
- C-2 Order accepting deed from Leroy E. Cothrell on S.E. Division Drive, County Road No. 644 (East of Troutdale Road) Item No. 89-168 for county road purposes
- C-3 Order accepting deed from Nicolae Moldovan and Anna Moldovan on S.E. Holgate Blvd. County Road No. 992 (East of S.E. 122nd Avenue) Item No. 89-159 for county road purposes
- C-4 Order accepting perpetual easement for slopes from Guy R. and Chris Wolcott at Oxbow Parkway (North of Francis Street) Item No. 89-165
- C-5 Order accepting deed from LeRoy Carson and Helen Rae Williams at S.E. 223rd Avenue County Road No. 1967 (N of S.E. Stark Stret) Item No. 87-303

REGULAR AGENDA

PLANNING ISSUES

- R-6 Case RB 1-89: Resolution in the Matter of Issuance of an Industrial Development Revenue Bond State of Oregon to Imperial Manufacturing Company for property located at NE 194th Avenue and NE San Rafael Street (Continued from July 11, 1989)

ORDINANCES - DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-7 Second Reading - An Ordinance amending Multnomah County Code Chapter 9.10 (Building Permit Fees)
- R-8 Second Reading - An Ordinance amending Multnomah County Code Chapter 9.20 (Electrical Permit Fees)
- R-9 Second Reading - An Ordinance amending Multnomah County Code Chapter 9.30 (Plumbing Permit Fees)

DEPARTMENT OF HUMAN SERVICES

- R-10 In the matter of ratification of an intergovernmental agreement with the Tri-County Metropolitan District of Oregon (Tri-Met) to provide estimated 106,385 one-way door-to-door rides for transportation-disadvantaged elderly who cannot use regular bus services in Multnomah County

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

Thursday, 10:00 PM, Channel 11 for East and West side subscribers

Friday, 6:00 P.M., Channel 27 for Rogers Multnomah East subscribers

Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

0500C.13-16

C1-5 PA GK RB SK GM age ↓	R-6 PA GK PA-M RB GK-2 SK GM age ↓	R-7 PAM GK2 RB SK GM age ↓	R-8 PAM GK2 RB SK GM age ↓
R-9 PA-m GK-2 RB SK GM age	R-10 PA 2 GK m RB SK GM ↓		

ANNOTATED AGENDA

Thursday, July 20, 1989, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

1. SPECIAL EVENT: Celebrate the Multnomah County Fair

CONSENT CALENDAR

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-1 Order accepting deed from Norman B. Burger, Billie L. Burger, Robert C. McDonnell and Francee I. McDonnell on N.W. Skyline Circle (South of Skyline Blvd.) Item No. 89-149 for public road purposes

APPROVED

- C-2 Order accepting deed from Leroy E. Cothrell on S.E. Division Drive, County Road No. 644 (East of Troutdale Road) Item No. 89-168 for county road purposes

APPROVED

- C-3 Order accepting deed from Nicolae Moldovan and Anna Moldovan on S.E. Holgate Blvd. County Road No. 992 (East of S.E. 122nd Avenue) Item No. 89-159 for county road purposes

APPROVED

- C-4 Order accepting perpetual easement for slopes from Guy R. and Chris Wolcott at Oxbow Parkway (North of Francis Street) Item No. 89-165

APPROVED

- C-5 Order accepting deed from LeRoy Carson and Helen Rae Williams at S.E. 223rd Avenue County Road No. 1967 (No. of S.E. Stark Street) Item No. 87-303

APPROVED

REGULAR AGENDA

PLANNING ISSUES

- R-6 Case RB 1-89: Resolution in the Matter of Issuance of an Industrial Development Revenue Bond State of Oregon to Imperial Manufacturing Company for property located at NE 194th Avenue and NE San Rafael Street (Continued from July 11, 1989)

APPROVED

ORDINANCES - DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-7 Second Reading - An Ordinance amending Multnomah County Code Chapter 9.10 (Building Permit Fees)

ORDINANCE NO. 623 APPROVED

- R-8 Second Reading - An Ordinance amending Multnomah County Code Chapter 9.20 (Electrical Permit Fees)

ORDINANCE 624 APPROVED

- R-9 Second Reading - An Ordinance amending Multnomah County Code Chapter 9.30 (Plumbing Permit Fees)

ORDINANCE 625 APPROVED

DEPARTMENT OF HUMAN SERVICES

- R-10 In the matter of ratification of an intergovernmental agreement with the Tri-County Metropolitan District of Oregon (Tri-Met) to provide estimated 106,385 one-way door-to-door rides for transportation-disadvantaged elderly who cannot use regular bus services in Multnomah County

APPROVED

Thursday, July 20, 1989

The Board of Commissioners of Multnomah County met at the Courthouse at 9:30 A.M. this date.

Present: Commissioner Gladys McCoy, Chair; Commissioner Pauline Anderson; Commissioner Gretchen Kafoury; Commissioner Sharron Kelley. Excused: Commissioner Rick Bauman.

The following proceedings were had:

Bill McKinley, *Manager, Expo Center*, made a presentation for the 83rd annual Multnomah County Fair. The mini-theme of the fair this year is Aussie House. The presentation included: Skippy, an Australian Wallabee; Jan Johnson, Assistant Fair Manager; Cristin LaFollette,

the first Multnomah County Fair Rodeo Queen; and Kevin Donnell, a  
"Mick Dundee" look-a-like. Packages were distributed to the  
Commissioners with various items from the County Fair.

In the Matter of the Acceptance of a ) ORDER #89-156 ACCEPTING DEED  
Deed from Norman B. Burger, Billie L. ) FOR A PUBLIC ROAD  
Burger, Robert C. McDonnell and )  
Francee I. McDonnell for Road ) N.W. SKYLINE CIRCLE  
Purposes. ) South of Skyline Blvd.  
C-1 ) Item No. 89-149

Upon motion of Commissioner Anderson, duly seconded by  
Commissioner Kafoury, unanimously passed per recommended Order.  
(CHAIR)

(See Supplement, Roads - J. 163 for copy)

In the Matter of the Acceptance of a ) ORDER #89-157 ACCEPTING DEED  
Deed from Leroy E. Cothrell for ) FOR A COUNTY ROAD  
Road Purposes. )  
) S.E. DIVISION DRIVE  
) County Road No. 644  
C-2 ) East of Troutdale Road  
Item No. 89-168

*only 1 space  
between.*

Upon motion of Commissioner Anderson, duly seconded by  
Commissioner Kafoury, unanimously passed per recommended Order.  
(CHAIR)

(See Supplement, Roads - J. 163 for copy)

In the Matter of the Acceptance of a ) ORDER #89-158 ACCEPTING DEED  
Deed from Nicolae Moldovan and Anna ) FOR A COUNTY ROAD  
Moldovan for Road Purposes. )  
) S.E. HOLGATE BLVD.  
) County Road No. 992  
C-3 ) East of S.E. 122nd Avenue  
Item No. 89-159

Upon motion of Commissioner Anderson, duly seconded by

Commissioner Kafoury, unanimously passed per recommended Order.

(CHAIR)

*See ~~Page~~ Supplement Roads-J163  
for copy*

In the Matter of the Acceptance of a ) ORDER #89-159 ACCEPTING  
 Perpetual Easement for Slopes from ) PERPETUAL EASEMENT FOR  
 Guy R. Wolcott and Chris Wolcott ) SLOPES  
 )  
 ) OXBOW PARKWAY  
 C-4 ) North of Francis Street  
 ) Item No. 89-165

*isp.*

Upon motion of Commissioner Anderson, duly seconded by  
Commissioner Kafoury, unanimously passed per recommended Order.

(CHAIR)

(See Supplement, Roads - J. 163 for copy)

*2 spaces*

*160*  
 In the Matter of the Acceptance of a ) ORDER #89-~~159~~ ACCEPTING  
 Deed from LeRoy Carson and Helen Rae ) DEED FOR A COUNTY ROAD  
 Williams for Road Purposes. )  
 ) SE 223rd AVENUE  
 C-5 ) County Road No. 4967  
 ) (N. of S.E. Stark Street)  
 ) Item ~~No.~~ 87-303

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, unanimously passed per recommended Order.

(CHAIR)

(See Supplement, Roads - J. 163 for copy)

In the Matter of Issuance of an )  
Industrial Development Revenue Bond )  
State of Oregon to Imperial ) RESOLUTION #89-161  
Manufacturing Company for property )  
located at NE 194th Avenue and NE San )  
Rafael Street ) RB 1-89  
(Continued from July 11, 1989) R-6)

Bob Hall, ~~of the~~ Planning Staff, noted that he sent the Board a memo containing all the information regarding the case and that all of his comments are in it.

Commissioner Kelley noted that it apparently met all the criteria when she had read through the packet and that she was comfortable with it.

Upon motion of Commissioner Kafoury, duly seconded by Commissioner Anderson, is unanimously

ORDERED that said Order be approved.

(See Page \_\_\_\_\_ for copy)

Second Reading - An Ordinance amending)  
Multnomah County Code Chapter 9.10, )  
(Building Permit Fees) R-7)

 ORDINANCE  
NO. 623

Copies of the above-entitled Ordinance were available to all persons wishing a copy. Ordinance was read by title only.

A hearing was held; no one wished to testify.

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said Ordinance be adopted.

(See Supplement, Ordinances - J. 163 for copy)

Second Reading - An Ordinance amending)  
Multnomah County Code Chapter 9.20, )  
(Electrical Permit Fees) R-8)

 ORDINANCE  
NO. 624

Copies of the above-entitled Ordinance were available to all persons wishing a copy. Ordinance was read by title only.

A hearing was held; no one wished to testify.

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said Ordinance be adopted.

(See Supplement, Ordinances - J. 163 for copy)

Second Reading - An Ordinance amending)  
Multnomah County Code Chapter 9.30, )  
(Plumbing Permit Fees) R-9)

ORDINANCE  
NO. 625

Copies of the above-entitled Ordinance were available to all persons wishing a copy. Ordinance was read by title only.

A hearing was held; no one wished to testify.

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said Ordinance be adopted.

(See Supplement, Ordinances - J. 163 for copy)

In the matter of ratification of an )  
intergovernmental agreement with the )  
Tri-County Metropolitan District of )  
Oregon (Tri-Met) to provide estimated )  
106,385 one-way door-to-door rides for )  
transportation-disadvantaged elderly )  
who cannot use regular bus services in )  
Multnomah County R-10)

Upon motion of Commissioner Kafoury, duly seconded by  
Commissioner Anderson, it is unanimously

ORDERED that said intergovernmental agreement be ratified.

Commissioner McCoy noted that Cincinnati was a wonderful  
convention city. The NACO conference was exciting. She was deeply  
involved in the employment section. It appears that there are three  
major bills in the Congress affecting JTPA dollars. She intends to  
get together with PIC (Private Industry Council) to talk about what  
this means to the Consortium. The JTPA funding is to continue.

Some of the issues relate to summer employment vs. year-round employment. One of the proposals is that there be one entitlement only instead of dividing entitlements for summer employment and year-round employment.

Commissioner Kafoury replied that Multnomah County has already been doing that as a year-round program because it is more effective.

Commissioner McCoy replied that one of the proposals was that participation in the summer program is contingent upon participation in the year-round program. The sentiment of NACO was to just have a youth program and leave dispersal of funds up to the discretion of the PIC.

Another proposal was that instead of dividing budget up into administration, technical assistance and contracts, there would be one allocation for administration and everything else would be programs, again leaving it up to the discretion of the local PIC to determine how to use the allocation.

*also a concern.* ~~Another proposal was concerning~~ the makeup of the PIC *was* Multnomah County has always had 51% private sector. Apparently, some states have less than 50% private sector, so that the business community is not totally in control and the proposal is that it really ought to be since the business community is the one who knows

what the needs are, they have the jobs and if they are the controlling factor on the PIC, then the money will more likely be spent to train people for real jobs. In connection with that, there was the one-hundred hour training syndrome. Apparently, some community spent one-hundred hours teaching people to do dishwashing. But in the final analysis what was learned was that the individual case cited was of a very mentally handicapped person who needed one-hundred hours to learn the routine of washing dishes. These are the type of people the legislation is intended to effect; those at the bottom of the scale; the real hardcore unemployed. The final idea is that the local community should maintain performance based contracts that say, "if you perform, you receive pay, if you don't perform, you don't get paid." And whatever it takes to train people to do the jobs that are legitimate jobs is what should happen.

~~There is~~ another meeting scheduled for December at which time, the legislation will have been through Congress and the results will be known.

Commissioner Kelley asked if there was any discussion about GED incentives or encouragement for kids to stay in school.

Commissioner McCoy answered that ~~yes~~ there was strong support for everybody having an educational component, especially young mothers and supporting them with child care, transportation,

clothes, etc. and that programs should be evaluated on the effectiveness by which those services are given to participants. People are recognizing that unless young people have the basic educational credentials, even PIC is limited in its ability to help beyond the most basic non-skilled jobs and that the career ladder is non-existent. Commissioner McCoy was encouraged by the kind of support that there seemed to be for continuation and the JTPA program.

Commissioner Kafoury wished Commissioner McCoy good luck on her upcoming surgery and a small discussion ensued in which it was noted that Commissioner McCoy will be back on the 7th of August.

Commissioner McCoy adjourned the meeting.

Original

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date 7-20-89  
Agenda No. C-1

**REQUEST FOR PLACEMENT ON THE AGENDA**

Subject: DEED/ORDER FOR ROAD PURPOSES

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard *DHB*

TELEPHONE Ext. 3599

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Dick Howard

BRIEF SUMMARY

N.W. SKYLINE CIRCLE/ITEM NO. 89-149

Deed from Norman B. Burger, Billie L. Burger, Robert C. McDonnell and Francee I. McDonnell for public road purposes.

Order Accepting Deed conveying property for public road purposes.

ACTION REQUESTED:

INFORMATION ONLY  PRELIMINARY APPROVAL  POLICY DIRECTION  APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

*89-156  
sent 8/23/89*

1989 JUL 12 AM 8:49  
MULTNOMAH COUNTY  
OREGON  
COUNTY COMMISSIONER

Other DEED/ORDER/EXHIBIT "A" TO BE RECORDED IN MULTNOMAH COUNTY DEED RECORDS.

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *[Signature]*

BUDGET/PERSONNEL \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) *[Signature]*

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acceptance of a Deed from Norman B. Burger, Billie L. Burger, Robert C. McDonnell and Francee I. McDonnell, for Road Purposes.	) ) ) ) ) ) )	ORDER ACCEPTING DEED #89-156 FOR A PUBLIC ROAD  <u>N.W. SKYLINE CIRCLE</u> South of Skyline Blvd. Item No. 89-149
--	---------------------------------	--

---

WHEREAS, Norman B. Burger, Billie L. Burger, Robert C. McDonnell and Francee I. McDonnell have tendered to MULTNOMAH COUNTY a deed for public road purposes; and

WHEREAS, MULTNOMAH COUNTY does not desire the property for county road purposes, but the premises are suitable for public road purposes, as defined in ORS Ch. 368, based on the recommendation of the Director of the Department of Environmental Services that the property be accepted as a public road and not as a county road;

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. The deed from Norman B. Burger, Billie L. Burger, Robert C. McDonnell and Francee I. McDonnell to MULTNOMAH COUNTY is accepted for use as a public road, but not accepted for use as a county road at this time.
2. The real property conveyed to MULTNOMAH COUNTY and accepted by this Order is described as follows:

A parcel of land situated in the northeast one-quarter of Section 9, T1N, R1W, W.M., Multnomah County, Oregon, described as follows:

Beginning at the most easterly corner of Lot 26, SKYLINE ACRES, a duly recorded plat, recorded October 13, 1908 in Book 440, Page 37, Plat Records of Multnomah County, Oregon, said corner lying on the southerly right-of-way line of N.W. Skyline Blvd., County Road No. 1295-B (said right-of-way line lying 30.00 feet southerly, when measured at right angles, of the centerline of said N.W. Skyline Blvd.); thence S 30°19'47" W along the easterly line of said Lot 26, a distance of 6.25 feet to a point of curvature; thence continuing southwesterly along said easterly line on the arc of a 502.47 foot radius tangent curve to the left through a central angle of 6°43', an arc distance of 58.90 feet (the chord bears S 26°58'29" W, 58.87 feet) to a point of tangency; thence S 23°36'29" W continuing along said easterly line, a distance of 105.80 feet to a point of curvature; thence continuing southwesterly along said easterly line on the arc of a 108.62 foot radius tangent curve to the left, through a central angle of 37°19', an arc distance of 70.74 feet

ORDER  
N.W. SKYLINE CIRCLE  
South of Skyline Blvd.  
Item No. 89-149  
Page 2

---

(the chord bears S 05°01'10" W, 69.50 feet) to a point of tangency; thence S 13°42'31" E continuing along said easterly line, a distance of 2.36 feet to the southeast corner of said Lot 26 (said southeast corner lying N 58°47'29" E, 200.53 feet from the most southerly corner of said Lot 26); thence S 58°47'29" W, a distance of 10.49 feet; thence N 13°42'31" W along a line that is parallel to, and 10.00 feet westerly (when measured at right angles), of said easterly line of Lot 26, a distance of 5.51 feet to a point of curvature; thence northeasterly continuing along said parallel line on the arc of a 118.62 foot radius tangent curve to the right, through a central angle of 37°19', an arc distance of 77.26 feet (the chord bears N 05°01'10" E, 75.90 feet) to a point of tangency; thence continuing along said parallel line N 23°36'29" E, a distance of 105.80 feet to a point of curvature; thence northeasterly continuing along said parallel line on the arc of a 512.47 foot radius tangent curve to the right, through a central angle of 04°55'05", an arc distance of 43.98 feet (the chord bears N 26°04'35" E, 43.97 feet) to a point of reverse curvature; thence northwesterly on the arc of a 20.00 foot radius tangent curve to the left through a central angle of 90°00', an arc distance of 31.41 feet (the chord bears N 25°57' W, 28.28 feet) to a point on said southerly right-of-way line of N.W. Skyline Blvd.; thence S 70°57' E along said right-of-way line, a distance of 33.93 feet to the true point of beginning.

Containing 2,605 square feet, more or less.

ORDER  
N.W. SKYLINE CIRCLE  
South of Skyline Blvd.  
Item No. 89-149  
Page 2

DATED this 20th day of July, 1989.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

(SEAL)

By *Gladys McCoy*  
GLADYS MCCOY/Chair

APPROVED:

LARRY F. NICHOLAS, P.E.  
County Engineer  
for Multnomah County, Oregon

By *L. F. Nicholas*

REVIEWED:

LAURENCE KRESSEL  
County Counsel  
for Multnomah County, Oregon

By *John L. DuBay*

JOHN L. DuBAY  
Assistant County Counsel

0088W/1141W

July 20, 1989

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ZONING

ENGINEERING SERVICES

ORDER ACCEPTING DEED FOR PUBLIC ROAD PURPOSES ON NW SKYLINE CIRCLE FROM  
BURGERS AND McDONNELL'S. Item 89-149  
#89-156

C-1

Deed to Be Recorded

071851

71852



Form CC-1

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

BOARD OF  
COUNTY COMMISSIONERS

1989 AUG 29 PM 1:55

MULTNOMAH COUNTY  
OREGON

08-28-89

NO 0001

# 71851

# 71852

98302

A

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date 7-20-89  
Agenda No. C-2

**REQUEST FOR PLACEMENT ON THE AGENDA**

Subject: DEED/ORDER FOR COUNTY ROAD PURPOSES

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard *DHW*

TELEPHONE Ext. 3599

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Dick Howard

BRIEF SUMMARY

S.E. DIVISION DRIVE/COUNTY ROAD NO.644/ITEM NO. 89-168  
Deed from Leroy E. Cothrell for public road purposes.  
Order Accepting Deed conveying property for county road purposes.

ACTION REQUESTED:

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION /X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

- / PERSONNEL
- / FISCAL/BUDGETARY
- / General Fund

*89-157  
Sent 8/23/89*

BOARD OF COUNTY COMMISSIONERS  
 1989 JUL 12 AM 8:50  
 MULTNOMAH COUNTY OREGON

Other DEED/ORDER/EXHIBIT "A" TO BE RECORDED IN MULTNOMAH COUNTY DEED RECORDS.

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *[Signature]*

BUDGET/PERSONNEL 1

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) *[Signature]*

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acceptance of a Deed )  
from Leroy E. Cothrell for Road Purposes. ) ORDER ACCEPTING DEED  
 ) FOR A COUNTY ROAD #89-157  
 )  
 ) S.E. DIVISION DRIVE  
 )  
 ) County Road No. 644  
 ) East of Troutdale Road  
 ) Item No. 89-168

WHEREAS, Leroy E. Cothrell has tendered to MULTNOMAH COUNTY a deed for public road purposes; and

WHEREAS, the premises are suitable for use as part of the county road system based on the recommendation of the Director of the Department of Environmental Services.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. The deed from Leroy E. Cothrell to MULTNOMAH COUNTY is accepted for use as a county road.

2. The real property conveyed to MULTNOMAH COUNTY and accepted by this Order is described as follows:

Two parcels of land situated in the southeast one-quarter of Section 12, T1S, R3E, W.M., Multnomah County, Oregon, being described as follows:

PARCEL I:

Beginning at the northeast corner of that tract of land conveyed to Robert L. Jordan and Helen A. Jordan by deed, recorded September 15, 1976, in Book 1127, Page 585, Deed Records of Multnomah County, Oregon, said northeast corner lying on the south right-of-way line of S.E. Division Drive, County Road No. 644 (said right-of-way line lying 30.00 feet south, when measured at right angles, of the centerline of said S.E. Division Drive); thence S 89°27'40" E along said south right-of-way line, a distance of 244.55 feet to a point on the east line, of that tract of land conveyed to Leroy E. Cothrell by deed recorded February 10, 1986, in Book 1884, Page 1502, Deed Records of Multnomah County, Oregon; thence S 0°21'40" W along a line common to the east line of said Cothrell tract and the east line of Section 12, T1S, R3E, W.M., a distance of 15.00 feet; thence N 89°27'40" W along a line that is parallel to and 15.00 feet south (when measured at right angles) of said south right-of-way line of S.E. Division Drive, a distance of 246.12 feet to a point on the east line of said Jordan tract; thence N 02°32'50' E along said Jordan's east line, a distance of 15.01 feet to the true point of beginning.

Containing 3,685 square feet, more or less.

PARCEL II:

Beginning at the point of intersection of the west line of said Cothrell tract and the south right-of-way line of said S.E. Division Drive; thence southeasterly along said south right-of-way line, on the arc of an 848.60 foot radius curve to the left, through a central angle of  $10^{\circ}46'38''$ , an arc distance of 159.62 feet (the chord bears  $S 89^{\circ}35'21'' W$ , 159.39 feet), to a point of tangency; thence continuing along said south right-of-way line  $N 89^{\circ}01'20'' E$ , a distance of 147.25 feet to a point on the west line of that tract of land conveyed to Malcolm D. MacGregor, by deed recorded September 15, 1976, in Book 1127, Page 582, Deed Records of Multnomah County, Oregon; thence  $S 0^{\circ}21'40'' W$  along said west line, a distance of 15.07 feet; thence  $S 85^{\circ}01'20'' W$  along a line that is parallel to and 15.00 feet southerly (when measured at right angles) of said south right-of-way line of S.E. Division Drive, a distance of 145.85 feet to a point of curvature; thence continuing along said parallel line northwesterly on the arc of an 863.60 foot radius curve to the right, through a central angle of  $10^{\circ}40'57''$ , an arc distance of 161.01 feet (the chord bears  $N 89^{\circ}38'11'' W$ , 160.78 feet), to a point on said west line of Cothrell tract; thence  $N 0^{\circ}21'40'' E$  along said west line, a distance of 15.07 feet to the true point of beginning.

Containing 4,601 square feet, more or less.

S.E. DIVISION DRIVE  
East of Troutdale Road  
Item No. 89-168  
Page 3

---

DATED this 20th of July, 1989.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

(SEAL)

By   
GLADYS MCCOY/Chair

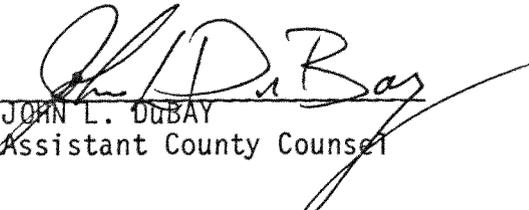
APPROVED:

LARRY F. NICHOLAS, P.E.  
County Engineer  
for Multnomah County, Oregon

By 

REVIEWED:

LAURENCE KRESSEL  
County Counsel  
for Multnomah County, Oregon

By 

JOHN L. DUBAY  
Assistant County Counsel

0014W/1164W

July 20, 1989

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ZONING

ENGINEERING SERVICES

ORDER ACCEPTING DEED FROM LEROY E. COTHRELL FOR COUNTY ROAD PURPOSES ON  
SE DIVISION DRIVE, COUNTY ROAD NO. 644, ITEM NO. 89-168 C2

#89-157

C-2

Deed to be recorded

069402

069403

BOARD OF  
COUNTY COMMISSIONERS

1989 AUG 29 PM 1:55

MULTNOMAH COUNTY  
OREGON

08-23-89

0.001

# 69402

# 3

94382

INS  
A

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date 7-20-89  
Agenda No. 2-3

**REQUEST FOR PLACEMENT ON THE AGENDA**

Subject: DEED/ORDER FOR COUNTY ROAD PURPOSES

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard *DHB*

TELEPHONE Ext. 3599

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD 5 minutes

BRIEF SUMMARY

S.E. HOLGATE BLVD./COUNTY ROAD NO. 992/ITEM NO. 89-159

Deed from Nicolae Moldovan and Anna Moldovan for public road purposes.

Order Accepting Deed conveying property for county road purposes.

ACTION REQUESTED:

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION /X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

/ PERSONNEL

/ FISCAL/BUDGETARY

/ General Fund

*89-158  
Sent 8/23/89*

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1989 JUL 12 AM 8:50

Other DEED/ORDER/EXHIBIT "A" TO BE RECORDED IN MULTNOMAH COUNTY DEED RECORDS.

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *[Signature]*

BUDGET/PERSONNEL \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) *[Signature]*

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acceptance of a Deed )  
from Nicolae Moldovan and Anna Moldovan )  
for Road Purposes. ) ORDER ACCEPTING DEED  
 ) FOR A COUNTY ROAD #89-158  
 ) S.E. HOLGATE BLVD.  
 ) County Road No. 992  
 ) East of S.E. 122nd Avenue  
 ) Item No. 89-159

WHEREAS, Nicolae Moldovan and Anna Moldovan have tendered to MULTNOMAH COUNTY a deed for public road purposes; and

WHEREAS, the premises are suitable for use as part of the county road system based on the recommendation of the Director of the Department of Environmental Services.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. The deed from Nicolae Moldovan and Anna Moldovan to MULTNOMAH COUNTY is accepted for use as a county road.

2. The real property conveyed to MULTNOMAH COUNTY and accepted by this Order is described as follows:

A parcel of land situated in the northwest one-quarter of Section 14, T1S, R2E, W.M., Multnomah County, Oregon, which is described as follows:

The north 15.00 feet of that parcel of land conveyed to Nicolae Moldovan and Anna Moldovan by deed recorded July 16, 1986, in Deed Book 1921, Page 341, Deed Records of Multnomah County, Oregon, which is described as follows:

Beginning at the northwest corner of said Section 14; thence N 89°40' E along north line of said Section 14, 872.83 feet; thence S 0°31' E 25 feet to an iron pipe at true point of beginning of tract to be described; running thence S 0°31' E 400 feet to an iron pipe; thence N 89°40' E 100 feet to an iron pipe; thence N 0°31' W 400 feet to the south line of S.E. Holgate Boulevard; thence S 89°40' W 100 feet to the place of beginning; also described as Tract 19 of unrecorded plat of Sun Valley Tracts.

Containing 1,500 square feet, more or less.

S.E. HOLGATE BLVD.  
East of S.E. 122nd Avenue  
Item No.89-159  
Page 2

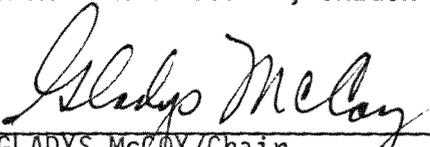
---

DATED this 20th of July, 1989.

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By

  
GLADYS McCOY/Chair  
Multnomah County Chair

APPROVED:

LARRY F. NICHOLAS, P.E.  
County Engineer  
for Multnomah County, Oregon

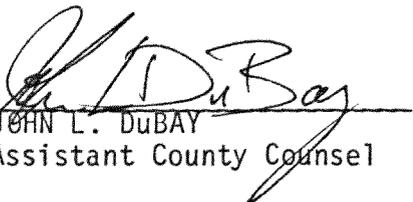
By



REVIEWED:

LAURENCE KRESSEL  
County Counsel  
for Multnomah County, Oregon

By

  
JOHN L. DuBAY  
Assistant County Counsel

0014W/1154W

July 20, 1989

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ZONING

ENGINEERING SERVICES

ORDER ACCEPTING DEED FROM NICOLAE AND ANNA MOLDOVAN FOR COUNTY ROAD PURPOSE  
ON SE HOLGATE BLVD, COUNTY ROAD NO. 992, Item 89-159

C-3 #89-158

DEED TO BE RECORDED

071853

71854



BOARD OF  
COUNTY COMMISSIONERS

1989 AUG 29 PM 1:55

MULTNOMAH COUNTY  
OREGON

08-28-89  
NO 0.001

# 71855  
# 71854

98312

A

Original

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date 7-20-89  
Agenda No. C-4

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: ORDER/EASEMENT FOR SLOPES

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard *RWH*

TELEPHONE Ext. 3599

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Dick Howard

BRIEF SUMMARY

OXBOW PARKWAY/ITEM NO. 89-165

Conveyance of Perpetual Easement for Slopes from Guy R. Wolcott and Chris Wolcott.  
Order Accepting Easement for slopes.

ACTION REQUESTED:

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION / APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

/ PERSONNEL

/ FISCAL/BUDGETARY

/ General Fund

Other EASEMENT/ORDER/EXHIBIT "A" TO BE RECORDED IN MULTNOMAH COUNTY DEED RECORDS.

*89-159  
sent 8/23/89*

MULTNOMAH COUNTY  
OREGON  
1989 JUL 12 AM 8 51  
BOARD OF  
COUNTY COMMISSIONERS

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *Paul Zelazny*

BUDGET/PERSONNEL \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acceptance of a Perpetual Easement for Slopes from Guy R. Wolcott and Chris Wolcott.	) ) ) ) ) ) )	ORDER ACCEPTING PERPETUAL EASEMENT FOR SLOPES #89-159 OXBOW PARKWAY North of Francis Street Item No. 89-165
---	---------------------------------	--

---

WHEREAS, Guy R. Wolcott and Chris Wolcott have tendered to MULTNOMAH COUNTY a perpetual easement for construction and maintenance of slopes; and

WHEREAS, the premises are suitable for use as part of the county road system based on the recommendation of the Director of the Department of Environmental Services.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. The conveyance of Guy R. Wolcott and Chris Wolcott to MULTNOMAH COUNTY of a perpetual easement for slopes is accepted for county road purposes.
2. The easement conveyed to MULTNOMAH COUNTY and accepted by this Order is described as follows:

A parcel of land situated in the southeast one-quarter of Section 9, T1S, R4E, W.M., in Multnomah County, Oregon, described as follows:

The easterly 20.00 feet of that tract of land conveyed to Guy R. and Chris Wolcott by deed recorded December 28, 1988, in Book 2166, Page 1856, Deed Records of Multnomah County, Oregon, which is described as follows:

Beginning at the center of said Section 9; thence south along the one-half section line to a point which is 1,080 feet north of the south line of the north one-half of the south one-half of the southeast one-quarter of said Section 9; thence east parallel to said south line to the west line of Hosner Road, County Road No. 1141-B; thence northerly along the said west line of said Hosner Road to the north line of the southeast one-quarter of said Section 9; thence west along said north line of the southeast one-quarter to the point of beginning.

Containing 22,568 square feet, more or less.

ORDER  
S.E. OXBOW PARKWAY  
North of Francis Street  
Item No. 89-165  
Page 2

DATED this 20th day of July, 19 89.

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By Gladys McCoy  
GLADYS MCCOY/Chair

APPROVED:

LARRY F. NICHOLAS, P.E.  
County Engineer  
for Multnomah County, Oregon

By R. J. Howard

REVIEWED:

LAURENCE KRESSEL  
County Counsel  
for Multnomah County, Oregon

By John L. DGBAY  
JOHN L. DGBAY  
Assistant County Counsel

1161W

July 20, 1989

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

ZONING

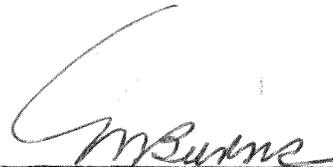
ENGINEERING SERVICES

RECORDING

ORDER ACCEPTING EASEMENT FOR SLOPES FROM GUY R. AND CHRIS WOLCOTT ON  
OXBOW PARKWAY, Item No. 89-165

C-4 #89-159

71849  
71850



BOARD OF  
COUNTY COMMISSIONERS

1989 AUG 29 PM 1:55

MULTNOMAH COUNTY  
OREGON

08-28-89  
Σ 0.001

# 71849  
# 71850

98292 \* A

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)

Meeting Date 7-20-89

Agenda No. 25

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Deed/Order for County Road Purposes

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only X \_\_\_\_\_  
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard *DHB*

TELEPHONE 3599

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Dick Howard

BRIEF SUMMARY

SE 223rd AVENUE/ITEM NO. 87-303/COUNTY ROAD NO. 4967

Deed for Road purposes from LeRoy Carson and Helen Rae Williams. Order Accepting Deed conveying property for county road purposes.

Director of DES recommends said deed be accepted and recorded in Multnomah County Deed Records, together with the EXHIBIT "A", which is attached to said deed.

ACTION REQUESTED:

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION /X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA \_\_\_\_\_

IMPACT:

/ PERSONNEL

/ FISCAL/BUDGETARY

/ General Fund

*89-160  
Sent 8/23/89*

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1989 JUL 12 AM 8:00

Other DEED/ORDER/EXHIBIT TO BE RECORDED IN MULTNOMAH COUNTY DEED RECORDS.

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *[Signature]*

BUDGET/PERSONNEL \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acceptance of a Deed )  
from LeRoy Carson and Helen Rae Williams ) ORDER ACCEPTING DEED  
for Road Purposes. ) FOR A COUNTY ROAD #89-160  
) SE 223rd AVENUE  
) County Road No. 4967  
) (N. of S.E. Stark Street)  
) Item 87-303

WHEREAS, LeRoy Carson and Helen Rae Williams have tendered to MULTNOMAH COUNTY a deed for public road purposes; and

WHEREAS, the premises are suitable for use as part of the county road system based on the recommendation of the Director of the Department of Environmental Services.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. The deed from LeRoy Carson and Helen Rae Williams to MULTNOMAH COUNTY is accepted for use as a county road.

2. The real property conveyed to MULTNOMAH COUNTY and accepted by this Order is described as follows:

A portion of Lot 1, Book 14, Newell Park, a recorded plat, situated in the southwest one-quarter of Section 34, T1N, R3E, W.M., Multnomah County, Oregon described as follows:

Beginning at a point on the southline of said Lot 1, Block 14, said point bears N 88°22'24" W 15.00 feet from the southeast corner of said Lot 1, Block 14, Newell Park a duly recorded plat recorded in Book 1180, Page 78, Plat Records of Multnomah County, Oregon, said point lying on the north right-of-way line of SE Ankeny Street (County Road No. 1937) and 45.00 feet westerly (when measured at right angles) of the centerline of SE 223rd Avenue (County Road 2055); thence N 02°16'36" E along the west right of way line of said SE 223rd Avenue, a distance of 19.77 feet to a point; thence southwesterly along the arc of a 20.00 foot non-tangent curve to the right (the chord of which bears S 46°57'06" W a distance of 28.12 feet) an arc distance of 31.19 feet, through a central angle of 89°21'00" to a point in the north right-of-way line of said SE Ankeny Street; thence along said north right-of-way line S 88°22'24" E a distance of 19.77 feet to the true point of beginning.

Containing 84 square feet, more or less.

In addition to the above described parcel of land, an easement for the construction and maintenance of slopes is described as follows:

SE 223rd AVENUE  
County Road No. 4967  
(N. of S.E. Stark Street)  
Item 87-303  
Page 2

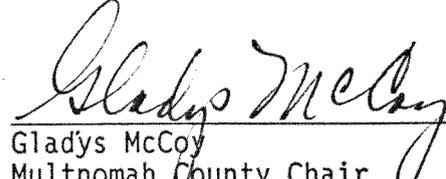
Beginning at a point on the southline of said Lot 1, Block 14, said point bears N 88°22'24" W, 34.77 feet from the southeast corner of said Lot 1, said point lying on the north right-of-way line of S.E. Ankeny Street (County Road No. 1937); thence northeasterly along the arc of a 20.00 foot radius curve to the left (the chord of which bears N 46°57'06" E, a distance of 28.12 feet) an arc distance of 31.19 feet, through a central angle of 89°32'00" to a point in the west right-of-way line of S.E. 223rd Avenue, (County Road No. 2055); thence N 02°16'36" E along the said west right-of-way line of S.E. 223rd Avenue to a point in the south line of Lot 8, Block 14, said NEWELL PARK, thence N 88°22'24" W along said south line, a distance of 4.00 feet; thence S 00°08'04" W, a distance of 79.54 feet to the B.C. of a tangent curve to the right; thence southwesterly along the arc of a 19.00 foot radius tangent curve (the chord of which bears S 45°52'50" W, a distance of 27.22 feet) an arc distance of 30.34 feet, through a central angle of 91°29'32" to the E.C.; thence S 01°37'36" W, a distance of 1.00 foot to the point of beginning.

Containing 231 square feet, more or less.

DATED this 20th of July, 1989.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By:

  
Gladys McCoy  
Multnomah County Chair

APPROVED:

LARRY F. NICHOLAS, P.E.  
COUNTY ENGINEER  
FOR MULTNOMAH COUNTY, OREGON

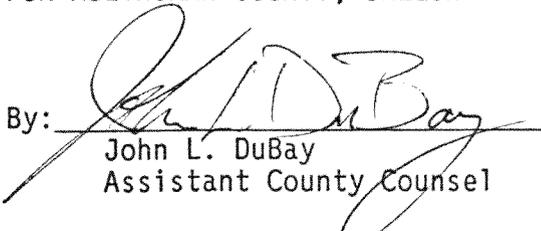
By:



REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By:

  
John L. DuBay  
Assistant County Counsel

0014W/0563W

July 20, 1989

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ZONING

ENGINEERING SERVICES

ORDER ACCEPTING DEED FROM LEROY CARSON AND HELEN RAY WILLIAMS FOR COUNTY ROAD  
PURPOSES ON SE 223RD AVENUE, ITEM NO. 87-303, County ROAD #4967

C-5 #89-160

069401

DEED TO BE RECORDED

069400

Form CC-1

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

BOARD OF  
COUNTY COMMISSIONERS

1989 AUG 29 PM 1:55

MULTNOMAH COUNTY  
OREGON

08-23-89  
NO. 0001

# 69400

# 1

\*

NS

94372

A



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 605, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204

GLADYS McCOY •	Chair	• 248-3308
PAULINE ANDERSON •	District 1	• 248-5220
GRETCHEN KAFOURY •	District 2	• 248-5219
RICK BAUMAN •	District 3	• 248-5217
POLLY CASTERLINE •	District 4	• 248-5213
JANE McGARVIN •	Clerk	• 248-3277

## BOARD OF COUNTY COMMISSIONERS

Thursday, July 20, 1989

9:30 a.m., Room 602

### AGENDA

BOARD OF COUNTY COMMISSIONERS  
 1989 JUL 19 PM 12:16  
 MULTNOMAH COUNTY  
 OREGON

**RB 1-89      Resolution**

In the Matter of Issuance of an Industrial Development Revenue Bond State of Oregon to Imperial Manufacturing Company for property located at NE 194th Avenue and NE SanRafael Street.

This item was before the Board on July 11, 1989 and continued to this date for additional information.

It is brought back at this time for further review.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF PLANNING  
AND DEVELOPMENT  
2115 S.E. MORRISON STREET  
PORTLAND, OREGON 97214  
(503) 248-3043

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

July 17, 1989

**To:** Board of County Commissioners  
**From:** Bob Hall   
Division of Planning and Development  
**Re:** RB 1-89

Enclosed are the materials relating to RB 1-89.

As you know, MCC 11.08.250 requires the Board to make the following findings when considering State of Oregon Economic Development Revenue Bond projects:

- (A) An application shall comply with:
- (1) The Comprehensive Land Use Plan (or Statewide Planning Goals if the plan has not been acknowledged by LCDC), the Economic Development Plan, and plan implementation ordinances of the unit of government having jurisdiction over the site in question; and
  - (2) Multnomah County's Equal Employment Opportunity as indicated in MCC 11.08.255.
- (B) An applicant must assert, in writing, the Economic Development Revenue Bond Financing is necessary for expansion or location in the County at this time (*i.e.*, without such financing, the project would not be undertaken).

This packet contains:

- The application for Oregon Economic Development Revenue Bonds by Imperial Manufacturing Company for property within the City of Gresham;
- A letter from John Anderson, Community Development Director for the City of Gresham, indicating the project complies with MCC 11.08.250(A)(1);
- An Equal Employment Opportunity Agreement signed by Robert D. Noel of Imperial Manufacturing Company and a completed MC-DES 1 as required by MCC 11.08.250(A)(2);
- A statement of necessity from Imperial Manufacturing Company as required by MCC 11.08.250(B); and
- A proposed resolution for Board action.

The Planning Staff finds that this material satisfies the criteria of MCC 11.08.250 for Board approval of an Economic Development Bond and recommends adoption of the resolution.

7

APPLICATION FOR OREGON  
ECONOMIC DEVELOPMENT REVENUE BONDS

I. Company Information

A. Imperial Manufacturing Ice Cold Coolers, Inc.  
10001 N. Polk Ave.  
Portland, OR 97203

Federal Taxpayer No: 93-0692209  
SIC, code: 3585

B. Headquarters location is same as IA.

C. Form of Business: Corporation

D. Chief Executive Officer: Allen T. Zell, President

E. There are no other plant locations.

F. Imperial Mfg Co is not listed on the securities exchange.

G. Corporate Officers:

Allen T. Zell, President  
Judith Zell, Secretary

H. Names and addresses of all stockholders holding 10 percent or more of the company's outstanding stock:

Allen T. Zell  
265 N.E. 130th Place  
Portland, OR 97230

I. Financial statements

1. Attached are company financial statements for the years ending June 30, 1986, June 30, 1987 and June 30, 1988 along with a six month interim statement for the period ending December 31, 1988.

2. Attached is the personal financial statement of  
Allen T. Zell  
DOB: 2-19-43  
SSN: 540-48-6938

3. Strict confidentiality is requested on all company and personal information presented.

J. Narrative history of the company.

Imperial Mfg Co. was started in 1970 as a small manufacturer of walk-in coolers and freezers by Allen T. Zell. Increased growth led to its move in July, 1979 to its present location at 10001 N. Polk Ave., Portland OR 97203. The present site consists of three connected metal buildings plus offices for approximately 22,000 square feet of land on 4 3/4 acres.

II. Project Information

A. The proposed project is located in Rockwood Industrial Park, described as:

Approximately 5.03 gross acres at the northwest end of the cul-de-sac on N. E. 194th Avenue, consisting of three parcels: Lot 1, TL 110 and TL 111.

B. The project start date will be immediately after approval by the State of Oregon and completion should be within 120 - 150 days.

C. The purpose of the project is to:

1. Acquire approximately 5.03 acres of land.
2. Construct a 160' x 220' x 20' building with an attached 2-story office 30' x 80'.
3. Purchase equipment required for expanded operations. Equipment required includes urethane foam equipment, foam presses, woodworking and metal equipment.

D. Description of product produced and users of the product:

1. Imperial Mfg Co. produces prefabricated coolers and freezers. The walk-ins are produced in modular form so that the walk-ins can be custom built to exact specifications. A brochure is enclosed for more information.
2. The product is used by grocery stores, food processors, convenience stores, restaurant, and cold storage warehouses.

E. Bond proceeds:

1. Equipment	\$ 50,000
2. Buildings	\$ 600,000
3. Land	\$ 125,000
B. Closing costs	\$ 25,000
	-----
5. Total Bond	\$ 800,000
	=====
6. Bond Issue as a % of Total Project	- <u>84%</u>

F. Market area.

Imperial Mfg Co.'s primary marketing area is Oregon, Washington, Northern California, Colorado and Utah, but has shipped its product worldwide. Current plans call for increased growth in northern California and expansion into southern California. The primary focus of sales is to supermarkets, food processors, and cold storage warehouses.

G. Impact of the project on the local economy.

1. Rockwood Industrial Park is a full service park with adequate support services of roads, sewer, water, gas and electricity presently available.

2. The project will add to the tax base in the Gresham area and provide direct employment for 10 to 15 people in that locale.

H. Local Government Requirements

1. Request is being made simultaneously with this application from the Board of Commissioners of Multnomah County to authorize a bond for the project.

2. Request is being made simultaneously with this application from the City of Gresham for a statement that the project is in compliance with the local comprehensive land use plan and is consistent with the local overall economic development plan.

III. Labor Force.

A. The current number of employees employed by Imperial Mfg Co. is 33.

B. The proposed site is now vacant land and no employees are currently employed at the site.

C. Additional employees to be hired. It is expected that approximately 15 additional employees will be hired over a period of 48 months with the expansion capabilities of this larger facility. Expected additions are as follows:

2	-	Clerical
1	-	Sales
2	-	Draftsman
1	-	Metal Worker
1	-	Wood Sawyer
6	-	Assembler
1	-	Shipping/Receiving Clerk
1	-	Maintenance
<hr/>		
15	-	Total additional employees

D. No special labor requirements are required.

E. No special worker-training programs are planned at this time.

F. Reasons for relocation and effect on existing labor force:

1. Imperial Mfg Co. is currently leasing facilities from Steinfield Pickle Co on 4 3/4 acres which is zoned R-1. Imperial Mfg Co. is operating under a special permit which does not permit any new construction or expansion. A request for zone change to M-2 was submitted by Steinfield Pickle Co but was rejected by the zone commission and defeated upon appeal to the city council. Therefore Imperial Mfg Co must move in order to expand its operations.

2. A survey of the current labor force at Imperial indicates no serious adverse effect from relocation of the plant facilities. Only 4 of the 33 current employees live in the St. John's area and they all have transportation. The commute time for the remaining employees will be approximately the same or less than it is now.

#### IV. Projected Payroll and Profits

A. The anticipated increase in payroll directly resulting from the project for the next three years is:

1st Year	-	\$ 75,000
2nd Year	-	\$100,000
3rd Year	-	\$ 60,000

B. The expected increase in company profits directly resulting from the project for the next three years is:

1st Year - \$ 50,000

2nd Year - \$100,000

3rd Year - \$125,000

C. No local government expenditures for public services is specifically required for this project.



**CITY OF GRESHAM**

1333 N.W. Eastman Parkway  
Gresham, Oregon 97030-3825  
(503) 661-3000

May 25, 1989

Barrett MacDougall  
Oregon Economic Development Department  
595 Cottage Street, NE  
Salem, OR 97310

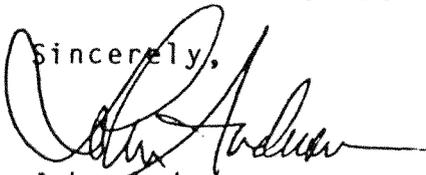
Dear Mr. MacDougall:

I understand that Mr. Noel of Imperial Manufacturing Company is applying for industrial development revenue bonds through your office. Mr. Noel has inquired about locating a manufacturing operation in Gresham, and has discussed the proposed development with our planning staff. The location that Imperial has chosen, at 194th Avenue and San Rafael, is zoned for heavy industrial use. I have determined that this site is appropriate for the manufacturing facility.

Imperial Manufacturing must conform to the pertinent policies, standards, and procedures outlined in the Gresham Community Development Plan in order to construct the facility. Our staff will outline the necessary conditions for the project at the time Imperial Manufacturing officials apply for a development permit.

Please do not hesitate to contact me should you need additional information.

Sincerely,



John Andersen  
Community Development Director

JEA:DS:sbe

cc: Bob Hall, Multnomah County  
Bob Noel, Imperial Manufacturing  
Terry Vanderkooy, City of Gresham

May 30, 1989

Bob Hall  
Planning Dept  
Multnomah County  
2115 S. E. Morrison  
Portland, OR

Dear Mr. Hall:

Enclosed is a certification letter from the City of Gresham, copy of Application for Oregon Economic Development Bond, and a sample resolution for Multnomah County for your use in regards to Imperial Mfg Co.'s new manufacturing plant project on N. E. 194th Avenue near San Rafael.

Please contact me at 288-7311 if you need further information or contact Barrett McDougal with the Oregon Economic Development Department, Salem, Or (503)373-1240 for clarification.

Thank you.

Sincerely,



Imperial Mfg Co.  
Robert D. Noel

MC-DES 1

**CURRENT AND PROJECTED  
PERMANENT EMPLOYEE  
AND PAYROLL DATA**

Name and Address of Organization  
 IMPERIAL MFG.  
 10001 N. POLK  
 PORTLAND, OREGON 97203

I. Check Appropriate Box  
 IRB Applicant  
 ELA Applicant  
 Other \_\_\_\_\_  
 (IR#)

II. Project Number  
 III. Project Completion Date

IV. Job Categories	V. Sex		VI. Present Employees					VII. Jobs to be Saved		VIII. New Jobs to be Created						IX. Summary New Employees				X. Employee Totals	
		Sex	A. Total Employees	B. Black	C. Hispanic	D. Asian or Pacific Islander	E. American Indian or Alaskan Native	F. Total Employees	G. Total Minorities	H. Total Employees	I. Black	J. Hispanic	K. Asian or Pacific Islander	L. American Indian or Alaskan Native	M. Total non-Multico Hires	N. Total Previously Unemployed	O. Total Age 40+	P. Total Minorities	Q. Total Employees	R. Total Minorities	
Officials and Managers	MF	F	3					3											3		
	MM	M	3					3											3		
Professionals	PF	F																			
	PM	M																			
Technicians	TF	F																			
	TM	M	2					2											2		
Sales Workers	SF	F																			
	SM	M	2					2	2										2		
Office and Clerical	OF	F	3					3	2										2		
	OM	M																			
Craftsperson (skilled)	CF	F																			
	CM	M						1													
Operatives (semi-skilled)	XF	F	2					2	1										3		
	XM	M	20					20	10										30		
Laborers (unskilled)	LF	F																			
	LM	M																			
Service Work and Others	WF	F																			
	WM	M	1			1		1	1										1	1	
TOTAL	AF	F	7					7	1										8		
	AM	M	28			1		28	14										42	1	

XI. Present Annual Total Payroll  
 (OAP) \$ 811,000 (PPM) \$ 142,000 (PPF) \$ 123,300  
Total Minorities Female

XIII. Present Temporary and Part Time Employees  
 (TMT) \_\_\_\_\_ (TMM) \_\_\_\_\_ (TMF) \_\_\_\_\_ (TMS) \$ \_\_\_\_\_  
Total No. of Minorities No. of Females Annual Payroll

XII. Expected Annual Total Payroll When Fully Operational  
 (FOS) \$ 1,036,000 (OPM) \$ 142,000 (OPF) \$ 1,463,000  
Total Minorities Female

XIV. Expected Temporary and Part Time Employees When Fully Operational  
 (PTT) \_\_\_\_\_ (PTM) \_\_\_\_\_ (PTF) \_\_\_\_\_ (PTS) \$ \_\_\_\_\_  
Total No. of Minorities No. of Females Annual Payroll

XV. This Form Prepared By: CONTROLLER  
 ROBERT D. NOEL Robert Noel 7/18/89 286-5816  
Type Name and Position Signature Date Telephone No.

XVI. Authorized Company Official:  
 \_\_\_\_\_  
Type Title of Officer Signature Date

No further monies or other benefits may be authorized under this program unless this report is completed and filed as required by existing law and regulations.



ICE COLD COOLERS, INC.  
10001 N. POLK AVENUE  
PORTLAND, OREGON 97203  
PHONE (503) 286-5816  
WATTS 1-800-238-4093

July 11, 1989

Multnomah County  
2115 S.E. Morrison  
Portland, Oregon

Attn: Bob Hall

Gentlemen:

Please be advised that if Imperial Mfg, Co. were not able to obtain the State of Oregon Revenue Bond Financing, we would not be locating in Multnomah County.

Sincerely,

A handwritten signature in cursive script that reads "Robert Noel".

Robert Noel



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 605, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204

GLADYS McCOY •	Chair	• 248-3308
PAULINE ANDERSON •	District 1	• 248-5220
GRETCHEN KAFOURY •	District 2	• 248-5219
RICK BAUMAN •	District 3	• 248-5217
POLLY CASTERLINE •	District 4	• 248-5213
JANE McGARVIN •	Clerk	• 248-3277

## EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

The applicant agrees that in consideration of the issuance of Oregon Economic Development Revenue Bonds or inclusion in the Oregon Economic Lagging Area Program the applicant will not unlawfully discriminate against any employee or applicant for employment because of sex, age, race, creed, color, national origin, physical or mental handicap with respect to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The applicant will send to each labor union or representative of workers with whom applicant has a bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the applicant's commitment to the Multnomah County Equal Employment Opportunity Agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The applicant for Oregon Economic Development Revenue Bonds and/or the Oregon Economic Lagging Area Tax Credit Program shall submit Form MC-DES 1 to the Oregon Economic Development Commission and Multnomah County Department of Environmental Services, Division of Planning and Development at the time of filing of application for determination of Oregon Industrial Revenue Bond and/or Economic Lagging Area project eligibility.

The applicant for Oregon Industrial Revenue Bonds shall submit Form MC-DES 2 to the Oregon Economic Development Commission and Multnomah County Department of Environmental Services, Division of Planning and Development, at the 6-month anniversary of final expenditure of Oregon Industrial Revenue Bond sale proceeds.

The applicant for the Oregon Economic Lagging Area Tax Credit Program shall submit Form MC-DES 2 to the Oregon Economic Development Commission and Multnomah County Department of Environmental Services, Division of Planning and Development, at the end of each fiscal year for which Oregon Economic Lagging Area Tax Credits are claimed.

An applicant for Oregon Economic Development Revenue Bond Program and/or the Oregon Economic Lagging Area Tax Credit Program who generates ten or more new positions as a result of the utilization of the above mentioned program(s) will submit the information required by Exhibit II of MCC 11.08.255. to the Oregon Economic Development Commission and Multnomah County Division of Planning and Development when filing the first MC-DES 2 form.

### Authorized Company Official

ROBERT D. NOEL

*Print Name*

*Signature*

Title CONTROLLER

Date 7/18/89

Reviewed:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By \_\_\_\_\_

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR THE COUNTY OF MULTNOMAH**

In the Matter of Issuance of     )  
an Industrial Development     )  
Revenue Bond State of Oregon )  
to Imperial Manufacturing Co. ) RB 1-89

**RESOLUTION**

**WHEREAS,** The Multnomah County Board of Commissioners finds that the aquisition of 5.03 acres and its development with a 37,000 square foot manufacturing facility and office by Imperial Manufacturing Co. would foster the economic growth and legislative policy as set forth in ORS 280.310; and

**WHEREAS,** The City of Gresham has found that the project is in compliance with the City of Gresham Comprehensive Plan acknowledged by the Land Conservation and Development Commission pursuant to ORS Chapter 197; and

**WHEREAS,** The Board finds that the project complies with the provisions of Chapter 11.08 of the Multnomah County Code; and

**WHEREAS,** ORS 280.330 requires, before the issuance of revenue bonds by the State of Oregon, that the governing body of the County endorse the project; and

**WHEREAS,** The Board finds that the completion of a warehouse and office facility in the East-Central area of Multnomah County would be in the best interests of the citizens of Multnomah County.

**THEREFORE, IT IS HEREBY RESOLVED:**

1. That Multnomah County requests the Economic Development Commission and the State of Oregon to assist in the financing of the Imperial Manufacturing Co. project within Multnomah County through the issuance of revenue bonds secured by the improvements as provided by ORS 280.310 to ORS 280.397.
2. That the Chairperson of the Multnomah County Board of Commissioners be authorized to sign and act for the Board in any future action necessary by Multnomah County to promote the project.

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

July 11, 1989

Gladys McCoy, Chair

REVIEWED:  
LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By \_\_\_\_\_  
Assistant County Counsel

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR THE COUNTY OF MULTNOMAH**

In the Matter of Issuance of        )  
an Industrial Development        )  
Revenue Bond State of Oregon )  
to Imperial Manufacturing Co. ) RB 1-89

**RESOLUTION**  
89-161

**WHEREAS,** The Multnomah County Board of Commissioners finds that the acquisition of 5.03 acres and its development with a 37,000 square foot manufacturing facility and office by Imperial Manufacturing Co. would foster the economic growth and legislative policy as set forth in ORS 280.310; and

**WHEREAS,** The City of Gresham has found that the project is in compliance with the City of Gresham Comprehensive Plan acknowledged by the Land Conservation and Development Commission pursuant to ORS Chapter 197; and

**WHEREAS,** The Board finds that the project complies with the provisions of Chapter 11.08 of the Multnomah County Code; and

**WHEREAS,** ORS 280.330 requires, before the issuance of revenue bonds by the State of Oregon, that the governing body of the County endorse the project; and

**WHEREAS,** The Board finds that the completion of a warehouse and office facility in the East-Central area of Multnomah County would be in the best interests of the citizens of Multnomah County.

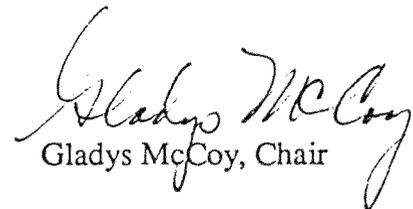
**THEREFORE, IT IS HEREBY RESOLVED:**

1. That Multnomah County requests the Economic Development Commission and the State of Oregon to assist in the financing of the Imperial Manufacturing Co. project within Multnomah County through the issuance of revenue bonds secured by the improvements as provided by ORS 280.310 to ORS 280.397.
2. That the Chairperson of the Multnomah County Board of Commissioners be authorized to sign and act for the Board in any future action necessary by Multnomah County to promote the project.

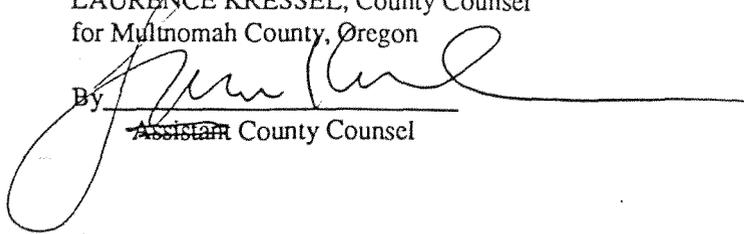
(SEAL)

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

20  
July 11, 1989

  
Gladys McCoy, Chair

REVIEWED:  
LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By   
Assistant County Counsel



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 605, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308  
PAULINE ANDERSON • District 1 • 248-5220  
GRETCHEN KAFOURY • District 2 • 248-5219  
RICK BAUMAN • District 3 • 248-5217  
• District 4 • 248-5213  
JANE McGARVIN • Clerk • 248-3277

July 20, 1989

Ms. Lorna Stickel, Planning Director  
Division of Planning & Development  
2115 SE Morrison  
Portland, OR

Dear Ms. Stickel:

Be it remembered, that at a meeting of the Board of County Commissioners held July 20, 1989, the following action was taken:

In the Matter of Issuance of an )  
Industrial Development Revenue Bond )  
State of Oregon to Imperial ) RESOLUTION #89-161  
Manufacturing Company for property )  
located at NE 194th Avenue and NE San )  
Rafael Street ) RB 1-89  
(Continued from July 11, 1989) R-6)

Bob Hall, Planning Staff, noted that he sent the Board a memo containing all the information regarding the case and that all of his comments are in it.

Commissioner Kelley noted that it apparently met all the criteria when she had read through the packet and that she was comfortable with it.

Upon motion of Commissioner Kafoury, duly seconded by Commissioner Anderson, it is unanimously

ORDERED that said Order be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Greg E. Snyder  
Greg E. Snyder  
Asst. Clerk of the Board

ges

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)

Meeting Date 7-13-89

Agenda No. R-7

*1st Reading*  
*7-20-89 2nd Reading*

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Revision of Building Permit Fees

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only July 13, 1989  
(Date)

DEPARTMENT Environmental Services DIVISION Administration

CONTACT Betsy Williams TELEPHONE 248-5012

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Paul Yarborough/Margaret Mahoney  
City of Portland

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

This ordinance amends MCC Chapter 9.10.100 (Building Permit Fees) to reflect fee increases recently adopted by City of Portland, with whom the County contracts to administer the County's building permit program. Current intergovernmental agreement with Portland stipulates that the City and County will cooperate to revise building code related ordinances to achieve efficiency and uniformity, for ease of program administration.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY     PRELIMINARY APPROVAL     POLICY DIRECTION     APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

*Ord #623*

PERSONNEL

FISCAL/BUDGETARY    No impact on Multnomah County - all fees retained by City of Portland, pursuant to terms of inter-governmental agreement.  
 General Fund

Other \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Paul Yarborough / BW

BUDGET / PERSONNEL Shain M. Caldwell

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) JD

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

MULTNOMAH COUNTY OREGON  
1989 JUL -3  
4:30  
BOARD OF COUNTY COMMISSIONERS

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

ORDINANCE FACT SHEET

TITLE Revision of Building Permit Fees EFFECTIVE DATE August 1, 1989

Brief statement of purpose of ordinance (include the rationale for adoption of ordinance, a description of persons benefited, and other alternatives explored).

This ordinance increases various building permit fees, to support the regulation of building construction and enforcement of State Building Code in Multnomah County, under contract with the City of Portland.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

The City of Portland, who administers the County's Building Code under an intergovernmental agreement, adopted these revisions 6/28/89.

What has been the experience in other areas with this type of legislation?

It is generally accepted that permit fees be imposed to offset the costs of administering governmental building codes. Current policy of the City of Portland is for the Bureau of Buildings to strive to become fully supported by fees and charges in their construction inspection, plan review and permit issuance programs. (See attached memo from Margaret Mahoney, Director, Bureau of Buildings.)

What authority is there for Multnomah County to adopt this legislation? (State statute, home rule charter). Are there constitutional problems?

Home Rule Charter. No constitutional problems.

**Fiscal Impact Analysis.**

No impact on Multnomah County. All fees are retained by City of Portland, under terms of intergovernmental agreement.

(If space is inadequate, please use other side)

**SIGNATURES:**

Office of County Counsel \_\_\_\_\_

Office of County Management \_\_\_\_\_

Department Head Paul Yacubovich / bkw \_\_\_\_\_

Liaison Commissioner \_\_\_\_\_



CITY OF  
**PORTLAND, OREGON**  
BUREAU OF BUILDINGS

Margaret M. Mahoney, Director  
1120 S.W. 5th Avenue  
Portland, Oregon 97204-1992  
Mailing Address: P.O. Box 8120  
Portland, Oregon 97207-8120  
(503) 796-7300  
FAX: (503) 796-6983

May 5, 1989

Dear Interested Party:

The City Council has given preliminary approval to the budget proposed by the Bureau of Buildings for fiscal year 1989-90. Final adoption will take place in June. As you know, the long range plan for the bureau is to become fully supported by fees and charges in our construction inspection, plan review, and permit issuance programs. To achieve this goal, fee increases were implemented last year with plans to gradually increase fees over the next three years.

This year the bureau is proposing several service improvements. We plan to automate some of our filing and tracking systems. Currently issuance of building permits and tracking of building plans is automated. Early in 1989, we plan to computerize issuance of electrical, mechanical, and plumbing permits. Inspection tracking of all permits can then be computerized. Conditions, appeals, and violations will be monitored by the new system. In the future, we hope to have the capability of field input of inspections. The new computer system will replace time consuming/labor intensive filing systems we have now. Our goal is to minimize paperwork and maximize access to information while still being cost effective.

In addition, the FY 89-90 budget includes a new inspector in the building, plumbing, and sign inspection sections. The recent construction boom has impacted our workload tremendously by increasing the number of permits issued, plans reviewed, and inspections made. These new inspectors will help us maintain our current response to your requests for inspections.

Last year when the financial goals for the bureau were being set, we notified you to expect fee increases between 5% and 8.5% each year for the subsequent five years. We are pleased to inform you that most of the fee increases are below these original estimates. Beginning July 1, 1989, the following fee increases are being recommended:

<u>Revenue Source</u>	<u>Proposed Fee Increase</u>
Building permits	Increase by 3%
Electrical permits	Increase by 4%
Mechanical permits	Increase by 4%
Plumbing permits	Increase by 9%

May 5, 1989

Page 2

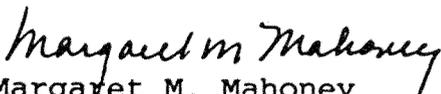
A number of miscellaneous fees are also being changed. The draft ordinance related to your industry is attached for your review.

We will be bringing the fee ordinances to the City Council and the Multnomah County Commission on May 31 or June 7, 1989. We will notify you of the specific date when it is set.

The State of Oregon must approve changes to both the building permit and mechanical permit fee schedules. We are notifying the State Building Codes Agency of our desire to increase both these fee schedules. The State will also be conducting a hearing to receive public input. At this time, no date is set, however, it will most likely be in June. The State is responsible for issuing the hearing notices.

We welcome the opportunity to meet with you as an industry representative to review the proposed changes to the fee schedules. In the future, we are contemplating using a valuation-based fee schedule for electrical, mechanical, and plumbing permit fees. If you are interested in discussing these proposals (or any other issue for that matter), please feel free to call and we can set a meeting time.

Sincerely,

  
Margaret M. Mahoney  
Director

Attachment(s)  
wp.feelettr

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 623

An Ordinance amending Multnomah County Code Chapter 9.10.

Multnomah County ordains as follows:

Section 1. Findings

The Board of County Commissioners finds that citizens, businesses and commerce in general, will benefit from uniform mechanical permit fees within the metro area.

The Board of County Commissioners also finds that fee adjustments are necessary and convenient for efficient administration of mechanical codes under the City/County intergovernmental agreements relating to permit functions.

Section 2. Amendment

M.C.C. 9.10.100 is amended as follows:

9.10.100 Fees. The following fee schedule shall apply under this chapter in addition to those provided in the State Building Code. Where conflicts occur with fees provided in the State Building Code, the fees in this chapter shall prevail.

- (A) Building permit fees shall be charged based on the total valuation of work to be performed.

Total Valuation of Work to be Performed	Fees
\$1.00 to \$500	[\$11.85] <u>\$15.00</u>
\$501 to \$2,000	[\$11.85] <u>\$15.00</u> for the first \$500, plus [ <u>\$1.80</u> ] <u>\$1.85</u> for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	[\$38.85] <u>\$42.75</u> for the first \$2,000, plus [ <u>\$7.10</u> ] <u>\$7.30</u> for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	[\$202.15] <u>\$210.65</u> for the first \$25,000, plus [ <u>\$5.35</u> ] <u>\$5.50</u> for each additional \$1,000 or fraction thereof, to and including \$50,000

\$50,001 to \$100,000	[\$335.90] \$348.15 for the first \$50,000, plus [\$3.55] \$3.65 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 and up	[\$513.40] \$530.65 for the first \$100,000, plus [\$2.95] \$3.05 for each additional \$1,000 or fraction thereof.

(B) Exempt area fire and life safety plan review and inspection - 40 percent of the required building permit fee.

[(C) Pre-move and pre-sale residential inspection fee \$40.00]

(C) Requested Inspection Fees: Requested inspections that are not part of the regular inspection program will be made as soon as practical after payment to the Building official of the fee specified below:

<u>(1) Single and two family dwellings (Occupancy Class R3)</u>	<u>\$100</u>
<u>(2) Apartment houses (Occupancy Class R1) (plus \$7 for each dwelling unit in excess of three)</u>	<u>\$160</u>
<u>(3) Hotels (Occupancy Class R1) (plus \$5 for each sleeping room in excess of five)</u>	<u>\$160</u>
<u>(4) All other occupancies one and two stories in height up to 10,000 square feet (plus \$7 for each additional 1,000 square feet)</u>	<u>\$160</u>
<u>(5) All other occupancies three stores in height and above (plus \$20 for each story in excess of three)</u>	<u>\$160</u>
(D) Demolition of structure	\$ 40.00
(E) Temporary permit or temporary certificate of occupancy	\$ 50.00
(F) Hearing fee - board of appeals	
(1) One- and two-family dwellings	\$ 50.00
(2) All other buildings	[\$ 75.00] <u>\$100.00</u>
(G) Certificate of occupancy (new permit not required)	\$50.00

(H) Automatic sprinkler system

- |   |          |
|---|----------|
| (1) Minimum charge                            | \$ 40.00 |
| (2) Per sprinkler head for first 100          | .50      |
| (3) Per sprinkler head in excess of first 100 | .30      |
| [(4) Permit fee surcharge 5 percent]          |          |

(I) Heating and ventilating fees under the Uniform Mechanical Code. The minimum permit fee under this subsection shall be [\$20.00] \$22.00.

(1) New Single and Two Family Residences:

The following fees for each dwelling unit shall include all heating and ventilating installations within or attached to the building at the time of occupancy.

- |   |              |
|---|--------------|
| (a) Conditioned floor space under 1000 s.f.   | \$30.00 each |
| (b) Conditioned floor space under 2000 s.f.   | \$40.00 each |
| (c) Conditioned floor space 2000 s.f. or more | \$50.00 each |

(2) Residential Permit Fees (other than (1) above):

The following fees are for single family and two family dwellings (R-3 and S.R. occupancies) and each individual dwelling within an apartment building, condominium building, hotel or motel (R-1 occupancy), which is individually heated and/or air conditioned. Central mechanical systems in multi-family buildings or appliances and systems not identified in this subsection shall be assessed fee(s) in accordance with paragraph (3).

- |   |          |
|---|----------|
| (a) Furnaces: For the installation, relocation, or replacement of each furnace: |          |
| (i) Forced air or gravity type furnace  | \$ 12.50 |

- (ii) Floor furnace \$ 10.00
- (iii) Vented wall furnace or recessed wall heater \$10.00
- (b) Woodstoves: For the installation, relocation or replacement of each woodstove, fireplace stove, room heater, or factory built fireplace (including hearth and wall shield) [\$12.50] \$22.50
- (c) Chimney Vent: For the installation, relocation, or replacement of each factory built chimney or appliance vent \$ 8.50
- (d) Boiler: For the installation, relocation, or replacement of each boiler (water heater), not exceeding 120 gallons, water temperature of 210° F., for 200,000 BTU input \$12.50
- (e) Air Handler or Heat Exchanger: For the installation, relocation, or replacement of each air handler or heat exchanger \$10.00
- (f) Heat Pumps: For the installation, relocation, or replacement of [each
  - (i) Ducted] ducted heat pump (including compressor, exchanger, and ducts attached thereto). \$20.00
  - [(ii) Ductless heat pump (except portable type) fees shall be assessed under Electrical Heating.]
- (g) Air Conditioners: For the installation, relocation, or replacement of each condensing or evaporation air conditioner (except portable type). \$10.00
- (h) [Ventilating] Ventilation Fan: For the installation, relocation, or replacement of each ducted ventilation fan \$5.00
- (i) Range Hood: For the installation, relocation, or replacement of each domestic range hood, (including duct \$10.00

(j) [Gas piping] Gas Piping: For the installation, relocation, or replacement of gas piping.

- (i) One to four outlets \$ 5.00
- (ii) Each additional outlet \$ 1.00

[(k) Electrical Heating: For the installation or modification of each heating system, including, but not limited to, baseboard, wall or ceiling heaters, resistance cable, electric fireplaces, etc.

- (i) For the first dwelling unit or guest room in a building \$15.00
- (ii) For each additional dwelling unit or guest room in the same building, to and including 10 units or rooms \$10.00
- (iii) For each additional dwelling unit or guest room in the same building, exceeding 10 units or rooms \$ 5.00]

(3) Commercial Permit Fees

Any equipment or system regulated by this code and not classified residential under Paragraph 1 or 2 of this section shall be assessed permit fee(s) in accordance with the following:

Valuation of Work	Permit fee
\$1 to \$1,000	[\$20] <u>\$22</u>
\$1,001 to \$10,000	[\$20] <u>\$22</u> plus [\$1.25] <u>\$1.30</u> for each additional \$100 over \$1,000
\$10,001 to \$100,000	[\$142.50] <u>\$155.00</u> plus [\$7.50] <u>\$8.00</u> for each additional \$1,000 over \$10,000
\$100,001 and up	[\$817.50] <u>\$870.00</u> plus [\$5.25] <u>\$5.50</u> for each additional \$1,000 over \$100,000

- (4) Administrative Fees: An administrative fee, equal to 65% of the permit fee, shall be added to each permit fee for every permit issued. The administrative fee shall cover the cost of plan and specification review, permit processing and recording, and applicable State surcharges.
- (5) Additional Plan Review Fees: An additional plan review fee may be assessed whenever plans are incomplete, revised, or modified to the extent that additional review is required.

Additional Plan Review Fee \$50/hour  
(Minimum Change \$30)

- (6) Reinspection Fees: A reinspection fee may be assessed whenever additional inspections are required due to, but not limited to, failure to provide access to the equipment, work incomplete and not ready for inspection, failure to have approved plans on the job, deviations from the approved plans, etc. In those instances where a reinspection fee has been assessed no additional inspection of the work will be performed, nor will the "Certificate of Occupancy" be issued, until required fees are paid.

Reinspection Fee \$50/hour  
(Minimum charge \$30)

- [(7) Requested Inspection Fees: Whenever a special inspection, which is not scheduled in the regular inspection program, is requested, such inspection shall be given as soon as convenient upon payment of the fee specified below (minimum charge \$30)

- (a) Single and two-family dwellings (Occupancy Class R1) \$50.00
- (b) Apartment houses (Occupancy Class R1)(plus \$5 for each dwelling unit in excess of five) \$75.00
- (c) Hotels (Occupancy Class R1) (plus \$2.50 for each sleeping room in excess of five) \$75.00
- (d) All other occupancies one and two stories in height up to 10,000 square feet (plus \$5 for each additional 1,000 square feet) \$75.00

(e) All other occupancies three stories and above (plus \$15 for each story in excess of three) \$75.00]

[(8)](7) Replacement of a hot water heater in kind shall not require a heating and ventilation permit when the hot water heater installation is the only work requiring such a permit. Such permit is covered under the plumbing permit.

(J) Charge for partial permits: When complete plans and specifications are not available, the Building Official may issue partial permits to assist in the commencement of the work, provided that a partial permit charge is paid to the Building Official. The number of partial permits issued shall not exceed six on any individual project, except that in special circumstances the Building Official may allow this number to be exceeded. Partial building permits issued under this section shall be subject to a \$250 charge for each permit so issued.

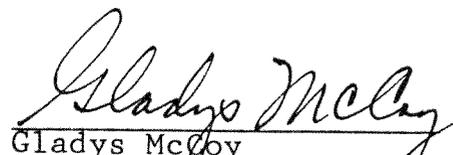
(K) Inspection outside of normal business hours: A fee of \$50 per hour or fraction thereof, with a minimum charge of three hours, shall be charged for inspections outside of normal business hours.

Section 3. Adoption

This ordinance being necessary for the health, safety and general welfare of the people of Multnomah County, an emergency is declared and shall take effect on August 1, 1989 pursuant to Section 5.50 of the Charter of Multnomah County, Oregon.

ADOPTED this 20th day of July, 1989 being the date of its second reading before the Board of County Commissioners of Multnomah County.

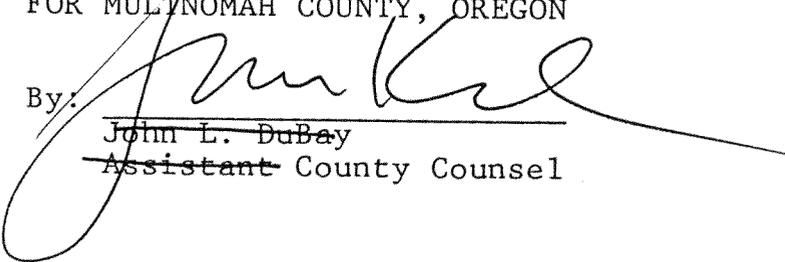
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By:

  
John L. DuBay

~~Assistant County Counsel~~



DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)

Meeting Date 7-13-89

Agenda No. R8

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Revision of Electrical Permit Fees

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only July 13, 1989  
(Date)

DEPARTMENT Environmental Services DIVISION Administration

CONTACT Betsy Williams TELEPHONE 248-5012

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Paul Yarborough/Margaret Mahoney  
City of Portland

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

This ordinance amends MCC Chapter 9.20.070 (Electrical Permit Fees) to reflect fee increases recently adopted by City of Portland, with whom the County contracts to administer the County's electrical code. Current intergovernmental agreement with Portland stipulates that the County will cooperate to revise building code related ordinances to achieve efficiency and uniformity, for ease of program administration.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

- FISCAL/BUDGETARY No impact on Multnomah County - all fees retained by City of Portland, under terms of intergovernmental agreement.
- General Fund

Other \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Paul Yarborough

BUDGET / PERSONNEL Shawn Coldwell

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

1989 JUL 13 PM 4:30  
 CLERK OF COUNTY COMMISSIONER  
 MULTNOMAH COUNTY  
 REGON

ORDINANCE FACT SHEET

TITLE Revision of Electrical Permit Fees EFFECTIVE DATE August 1, 1989

Brief statement of purpose of ordinance (include the rationale for adoption of ordinance, a description of persons benefited, and other alternatives explored).

This ordinance increases various electrical permit fees, to support the regulation of building construction and enforcement of State of Oregon Electrical Specialty Safety Code in Multnomah County, under contract with the City of Portland.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

The City of Portland, who administers the County's Electrical Code Ordinance under an intergovernmental agreement, adopted these revisions on 6/28/89.

What has been the experience in other areas with this type of legislation?

It is generally accepted and authorized by statute that permit fees be imposed to offset costs of administering governmental electrical codes. Current policy of City of Portland is to strive to fully support the program with fees and charges in construction inspection, plan review, and permit issuance programs. (See attached memo from Margaret Mahoney, Director, Bureau of Buildings, City of Portland.)

What authority is there for Multnomah County to adopt this legislation? (State statute, home rule charter). Are there constitutional problems?

Home Rule Charter. No constitutional problems.

**Fiscal Impact Analysis.**

No impact on Multnomah County. All fees collected are retained by City of Portland, under terms of intergovernmental agreement.

(If space is inadequate, please use other side)

**SIGNATURES:**

Office of County Counsel \_\_\_\_\_

Office of County Management \_\_\_\_\_

Department Head Paul Yarbrough / bkw \_\_\_\_\_

Liaison Commissioner \_\_\_\_\_



CITY OF  
**PORTLAND, OREGON**

BUREAU OF BUILDINGS

Margaret M. Mahoney, Director  
1120 S.W. 5th Avenue  
Portland, Oregon 97204-1992  
Mailing Address: P.O. Box 8120  
Portland, Oregon 97207-8120  
(503) 796-7300  
FAX: (503) 796-6983

May 5, 1989

Dear Interested Party:

The City Council has given preliminary approval to the budget proposed by the Bureau of Buildings for fiscal year 1989-90. Final adoption will take place in June. As you know, the long range plan for the bureau is to become fully supported by fees and charges in our construction inspection, plan review, and permit issuance programs. To achieve this goal, fee increases were implemented last year with plans to gradually increase fees over the next three years.

This year the bureau is proposing several service improvements. We plan to automate some of our filing and tracking systems. Currently issuance of building permits and tracking of building plans is automated. Early in 1989, we plan to computerize issuance of electrical, mechanical, and plumbing permits. Inspection tracking of all permits can then be computerized. Conditions, appeals, and violations will be monitored by the new system. In the future, we hope to have the capability of field input of inspections. The new computer system will replace time consuming/labor intensive filing systems we have now. Our goal is to minimize paperwork and maximize access to information while still being cost effective.

In addition, the FY 89-90 budget includes a new inspector in the building, plumbing, and sign inspection sections. The recent construction boom has impacted our workload tremendously by increasing the number of permits issued, plans reviewed, and inspections made. These new inspectors will help us maintain our current response to your requests for inspections.

Last year when the financial goals for the bureau were being set, we notified you to expect fee increases between 5% and 8.5% each year for the subsequent five years. We are pleased to inform you that most of the fee increases are below these original estimates. Beginning July 1, 1989, the following fee increases are being recommended:

<u>Revenue Source</u>	<u>Proposed Fee Increase</u>
Building permits	Increase by 3%
Electrical permits	Increase by 4%
Mechanical permits	Increase by 4%
Plumbing permits	Increase by 9%

May 5, 1989

Page 2

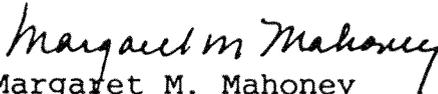
A number of miscellaneous fees are also being changed. The draft ordinance related to your industry is attached for your review.

We will be bringing the fee ordinances to the City Council and the Multnomah County Commission on May 31 or June 7, 1989. We will notify you of the specific date when it is set.

The State of Oregon must approve changes to both the building permit and mechanical permit fee schedules. We are notifying the State Building Codes Agency of our desire to increase both these fee schedules. The State will also be conducting a hearing to receive public input. At this time, no date is set, however, it will most likely be in June. The State is responsible for issuing the hearing notices.

We welcome the opportunity to meet with you as an industry representative to review the proposed changes to the fee schedules. In the future, we are contemplating using a valuation-based fee schedule for electrical, mechanical, and plumbing permit fees. If you are interested in discussing these proposals (or any other issue for that matter), please feel free to call and we can set a meeting time.

Sincerely,

  
Margaret M. Mahoney  
Director

Attachment(s)  
wp.feelettr

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 624

An Ordinance amending Multnomah County Code Chapter 9.20.

Multnomah County ordains as follows:

Section 1. Findings

The Board of County Commissioners finds that citizens, businesses and commerce in general, will benefit from uniform electrical permit fees within the metro area.

The Board of County Commissioners also finds that fee adjustments are necessary and convenient for efficient administration of electrical codes under the City/County intergovernmental agreements relating to permit functions.

Section 2. Amendment

M.C.C. 9.20.070 is amended as follows:

9.20.070 Fees.

(A) Plan Review

(1) A plan checking fee shall be paid at the time of permit application. [for the following aggregate service; or maximum size of individual feeder capacity when an electrical service is not changed at six hundred volts or less.

201-400 amperes	\$49.00
401-600	\$70.00
601-800	\$87.00
801-1200	\$103.00
1201-3000	\$179.00

(2) Over 3000 amperes shall be \$179.00 plus \$87.00 for each 1000 amperes or fraction thereof over 3000.

(3) For systems over six hundred volts, the plan check fee shall be \$150.00 plus \$.30 per KVA of transformer capacity.

(4) For any required plan review not covered above, the fee shall be \$30.00 per hour. The minimum charge shall be \$20.00.

(5) In no event shall the plan checking fee be higher than the permit fee.] Fees for plans shall be 25% of the total electrical permit fee.

(2) A fee of \$50 per hour, with a minimum charge of \$30 for the first half hour or fraction thereof, shall be charged for additional plan reviews required by changes, additions, or revisions to approved plans.

(B) Permits

(1) The minimum permit fee shall be \$33 unless otherwise stated in this chapter.

[(1)] (2) Residential Wiring (exclusive of service)

Residence wiring less than 1000 sq. ft.	[\$43.00]	<u>\$45</u>
Residence wiring less than 2000 sq. ft.	[\$65.00]	<u>\$68</u>
Residence wiring over 2000 sq. ft.	[\$87.00]	<u>\$90</u>
Electric heat installation in existing residence	[\$32.00]	<u>\$33</u>

[2] (3) Service Installations

Temporary Construction Service up to 200 amperes	[\$32.00]	<u>\$33</u>
Temporary Construction Service 201 - 600 amperes	[\$54.00]	<u>\$56</u>
Temporary Construction Service 601 - 3000 amperes	[\$87.00]	<u>\$90</u>
(Temporary Construction Services do not require plan submittal)		
Service not over 100 amperes	[\$43.00]	<u>\$45</u>
Service over 100 amperes, but not more than 200 amperes	[\$65.00]	<u>\$68</u>
Service over 200 amperes, but not more than 400 amperes	[\$87.00]	<u>\$90</u>
Service over 400 amperes, but not more than 600 amperes	[\$130.00]	<u>\$135</u>
Service over 600 amperes, but not more than 800 amperes	[\$152.00]	<u>\$158</u>
Service over 800 amperes, but not more than 1200 amperes	[\$195.00]	<u>\$203</u>
Service over 1200 amperes, but not more than 3000 amperes	[\$239.00]	<u>\$249</u>
Service over 3000 amperes plus [\$43.00] <u>\$45</u> for each 1000 amperes or fraction thereof over 3000 amperes	[\$239.00]	<u>\$249</u>
Service over 600 volts	[\$325.00]	<u>\$338</u>

[(3)] (4) Commercial and Industrial Feeders

Installation of Alteration or Relocation of  
Distribution Feeders:

Not more than 100 amperes	[\$32.00]	<u>\$33</u>
Over 100 amperes, but not more than 200 amperes	[\$43.00]	<u>\$45</u>
Over 200 amperes, but not more than 400 amperes	[\$65.00]	<u>\$68</u>
Over 400 amperes, but not more than 600 amperes	[\$81.00]	<u>\$84</u>
Over 600 amperes, but not more than 800 amperes	[\$98.00]	<u>\$102</u>
Over 800 amperes, but not more than 1200 amperes	[\$130.00]	<u>\$135</u>
Over 1200 amperes, but not more than 3000 amperes	[\$163.00]	<u>\$170</u>
Feeder over 3000 amperes plus [\$32.00] <u>\$33</u> for each 1000 amperes in excess of 3000 amperes	[\$163.00]	<u>\$170</u>
Feeder over 600 volts	[\$150.00]	<u>\$156</u>

[For more than 10 feeders] After the  
ten largest feeders, each feeder  
shall be charged 50% of the above  
rate.

[(4)] (5) Miscellaneous (exclusive of service)

Each farm building other than residence	[\$32.00]	<u>\$33</u>
Each irrigation pump	[\$32.00]	<u>\$33</u>
Each electrical sign or outline lighting circuit	[\$32.00]	<u>\$33</u>
Each [residential] swimming pool (including bonding)	[\$54.00]	<u>\$56</u>
Each low energy system	[\$32.00]	<u>\$33</u>
Each alarm system	[\$32.00]	<u>\$33</u>

[(5)] (6) Branch Circuits (shall be additional to  
plan check, service, and feeder fees)

One new circuit; alteration or extension	[\$30.00]	<u>\$32</u>
Two new circuits; alteration or extension	[\$40.00]	<u>\$42</u>
Each circuit over two circuits	\$5.00	
Each circuit in excess of 50 ampere rating	[\$40.00]	<u>\$42</u>

[(6) For a requested complete electrical inspection for an individual dwelling occupancy, the fee shall be \$50.00  
 For a duplex, the fee shall be \$75.00  
 For apartment houses, the fee shall be \$75.00 plus \$5.00 per dwelling unit in excess of two  
 For hotels, the fee shall be \$75.00 plus \$5.00 for each sleeping room in excess of five  
 All other occupancies, the fee shall be on an hourly basis as specified in subsection (7) of this section]

(7) Requested inspections that are not a part of the regular inspection program will be made as soon as practical after payment to the Building Official of the fee specified below:

<u>Single and two family dwellings (Occupancy Class R3)</u>	<u>\$100</u>
<u>Apartment houses (Occupancy Class R1) (plus \$7 for each dwelling unit in excess of three)</u>	<u>\$160</u>
<u>Hotels (Occupancy Class R1) (plus \$5 for each sleeping room in excess of five)</u>	<u>\$160</u>
<u>All other occupancies one and two stories in height up to 10,000 square feet (plus \$7 for each additional 1,000 square feet)</u>	<u>\$160</u>
<u>All other occupancies three stories in height and above (plus \$20 for each story in excess of three)</u>	<u>\$160</u>

[(7)] (8) For any inspection not covered elsewhere in this chapter, or for a pre-permit on-site consultation, the fee shall be \$50.00 per hour. The minimum charge shall be \$30.00.

[(8)] (9) Whenever any work for which a permit is required by this chapter has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.

[(9)] (10) An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this chapter. The minimum investigation fee shall be the same as the permit fee set forth in this section but not less than \$150. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this chapter, nor from any penalty prescribed by law.

EXCEPTION: Electrical work of an emergency nature, for which a permit application with appropriate permit fees is submitted to the permit office within 48 hours, exclusive of Saturdays, Sundays and holidays, after the work was performed.

(11) A fee of \$50 per hour or fraction thereof, with a minimum charge of three hours, shall be charged for inspections outside of normal business hours.

#### (C) REFUNDS

The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this chapter.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done.

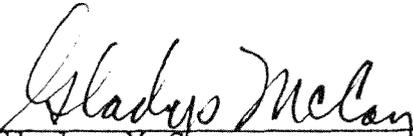
The Building Official shall not authorize the refunding of any fee except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Section 3.      Adoption

This ordinance being necessary for the health, safety and general welfare of the people of Multnomah County an emergency is declared and shall take effect on August 1, 1989 pursuant to Section 5.50 of the Charter of Multnomah County, Oregon.

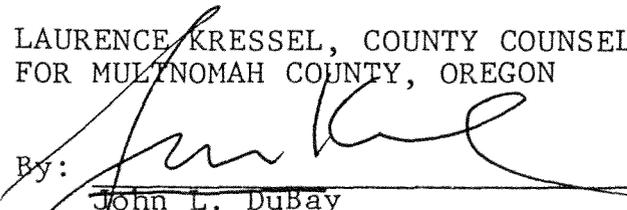
ADOPTED this 20th day of July . 1989 being the date of its second reading before the Board of County Commissioners of Multnomah County.

MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By: 

John L. DuBay  
Assistant County Counsel

0613C.  
6/28/89/1  
Page 6 of 6



DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)

Meeting Date 7-13-89 *1st Reading*  
Agenda No. 29

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Revision of Plumbing Permit Fees *7-20-89 2nd Reading*

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only July 13, 1989  
(Date)

DEPARTMENT Environmental Services DIVISION Administration

CONTACT Betsy Williams TELEPHONE 248-5012

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Paul Yarborough/Margaret Mahoney  
City of Portland

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

This ordinance amends MCC Chapter 9.30.100 (Plumbing Permit Fees) to reflect fee increases recently adopted by City of Portland, with whom the County contracts to administer the County's plumbing code. Current intergovernmental agreement with Portland stipulates that the County will cooperate to revise building code related ordinances to achieve efficiency and uniformity, for ease of program administration.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY  PRELIMINARY APPROVAL  POLICY DIRECTION  APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY No impact on Multnomah County - all fees retained by City of Portland, under terms of intergovernmental agreement.

General Fund

Other \_\_\_\_\_

*Ord # 625*  
1989 JUL 13 PM 4:30  
CLERK COUNTY ORIGIN

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Paul Yarborough / bkw

BUDGET / PERSONNEL Shawn Cordwell

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) JK

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

ORDINANCE FACT SHEET

TITLE Revision of Plumbing Permit Fees EFFECTIVE DATE August 1, 1989

Brief statement of purpose of ordinance (include the rationale for adoption of ordinance, a description of persons benefited, and other alternatives explored).

This ordinance increases various plumbing permit fees, to support the regulation of building construction and enforcement of the Oregon State Plumbing Specialty Code in Multnomah County, under contract with the City of Portland.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

The City of Portland, who administers the County's Plumbing Code Ordinance under an intergovernmental agreement, adopted these revisions on 6/28/89.

What has been the experience in other areas with this type of legislation?

It is generally accepted and authorized by statute that permit fees be imposed to offset costs of administering governmental plumbing codes. Current policy of the City of Portland is to strive to fully support the program with fees and charges in construction inspection, plan review, and permit issuance programs. (See attached memo from Margaret Mahoney, Director, Bureau of Buildings, City of Portland.)

What authority is there for Multnomah County to adopt this legislation? (State statute, home rule charter). Are there constitutional problems?

Home Rule Charter. No constitutional problems.

**Fiscal Impact Analysis.**

No impact on Multnomah County. All fees collected are retained by the City of Portland, under terms of intergovernmental agreement.

(If space is inadequate, please use other side)

**SIGNATURES:**

Office of County Counsel \_\_\_\_\_

Office of County Management \_\_\_\_\_

Department Head Paul Yarbrough | blw \_\_\_\_\_

Liaison Commissioner \_\_\_\_\_



CITY OF  
**PORTLAND, OREGON**  
BUREAU OF BUILDINGS

Margaret M. Mahoney, Director  
1120 S.W. 5th Avenue  
Portland, Oregon 97204-1992  
Mailing Address: P.O. Box 8120  
Portland, Oregon 97207-8120  
(503) 796-7300  
FAX: (503) 796-6983

May 5, 1989

Dear Interested Party:

The City Council has given preliminary approval to the budget proposed by the Bureau of Buildings for fiscal year 1989-90. Final adoption will take place in June. As you know, the long range plan for the bureau is to become fully supported by fees and charges in our construction inspection, plan review, and permit issuance programs. To achieve this goal, fee increases were implemented last year with plans to gradually increase fees over the next three years.

This year the bureau is proposing several service improvements. We plan to automate some of our filing and tracking systems. Currently issuance of building permits and tracking of building plans is automated. Early in 1989, we plan to computerize issuance of electrical, mechanical, and plumbing permits. Inspection tracking of all permits can then be computerized. Conditions, appeals, and violations will be monitored by the new system. In the future, we hope to have the capability of field input of inspections. The new computer system will replace time consuming/labor intensive filing systems we have now. Our goal is to minimize paperwork and maximize access to information while still being cost effective.

In addition, the FY 89-90 budget includes a new inspector in the building, plumbing, and sign inspection sections. The recent construction boom has impacted our workload tremendously by increasing the number of permits issued, plans reviewed, and inspections made. These new inspectors will help us maintain our current response to your requests for inspections.

Last year when the financial goals for the bureau were being set, we notified you to expect fee increases between 5% and 8.5% each year for the subsequent five years. We are pleased to inform you that most of the fee increases are below these original estimates. Beginning July 1, 1989, the following fee increases are being recommended:

<u>Revenue Source</u>	<u>Proposed Fee Increase</u>
Building permits	Increase by 3%
Electrical permits	Increase by 4%
Mechanical permits	Increase by 4%
Plumbing permits	Increase by 9%

May 5, 1989

Page 2

A number of miscellaneous fees are also being changed. The draft ordinance related to your industry is attached for your review.

We will be bringing the fee ordinances to the City Council and the Multnomah County Commission on May 31 or June 7, 1989. We will notify you of the specific date when it is set.

The State of Oregon must approve changes to both the building permit and mechanical permit fee schedules. We are notifying the State Building Codes Agency of our desire to increase both these fee schedules. The State will also be conducting a hearing to receive public input. At this time, no date is set, however, it will most likely be in June. The State is responsible for issuing the hearing notices.

We welcome the opportunity to meet with you as an industry representative to review the proposed changes to the fee schedules. In the future, we are contemplating using a valuation-based fee schedule for electrical, mechanical, and plumbing permit fees. If you are interested in discussing these proposals (or any other issue for that matter), please feel free to call and we can set a meeting time.

Sincerely,

  
Margaret M. Mahoney  
Director

Attachment(s)

wp.feelettr

- (3) New construction for a single family dwelling  
 [Dwelling], each unit with three bathrooms  
 and not over 40 fixtures [\\$270.00] \$295
- (4) Dwelling, each unit fixture repair or  
 remodel: Each fixture [\\$12.00] \$13
- Water service or building sewer fees  
 shall be in accordance with subsection  
 (9) of this section
- [(5) Mobile Home Park sewer collection and  
 water distribution system per space \$ 35.00]
- [(6)] (5) Mobile Home service connections  
 (sewer, water and storm) per space [\\$ 30.00] \$35.00
- [(7)] (6) Commercial/Industrial
- The fee shall be [\\$12] \$13 per fixture, plus any  
 water service, sanitary and storm fees  
 as required by subsection [(9)] (8) of this  
 section
- [(8)] (7) Single family with more than 40 fixtures or  
 over 3 baths, or when not purchased as a [unit,]  
package, the fee shall be [\\$12] \$13 per fixture, plus  
 water service, raindrains, sanitary and storm sewers  
 as required in subsection [(9)] (8) of this section
- [(9)] (8) Water Service/Sanitary/Storm Sewer
- (a) Water service (first 100 feet or  
 fraction thereof) [\\$ 33.00] \$36
- (b) Water service (each additional 100  
 feet or portion thereof) [\\$ 28.00] \$30
- (c) Building sewer (first 100 feet or  
 fraction thereof) [\\$ 33.00] \$36
- (d) Building sewer (each additional  
 100 feet or fraction thereof) [\\$ 28.00] \$30
- (e) Building storm sewer or rain drain  
 (first 100 feet or fraction thereof) [\\$ 33.00] \$36
- (f) Building storm sewer or rain drain  
 (each additional 100 feet or fraction  
 thereof) [\\$ 28.00] \$30

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 625

An Ordinance amending Multnomah County Code Chapter 9.30.

Multnomah County ordains as follows:

Section 1. Findings

The Board of County Commissioners finds that citizens, businesses and commerce in general, will benefit from uniform plumbing permit fees within the metro area.

The Board of County Commissioners also finds that fee adjustments are necessary and convenient for efficient administration of plumbing codes under the City/County intergovernmental agreements relating to permit functions.

Section 2. Amendment

M.C.C. 9.30.100 is amended as follows:

9.30.100 Fees.

(A) Before a permit may be issued for the installation, alteration, renovation or repair of a plumbing or sewage disposal system, fees shall be collected in accordance with this section. Fees charged in this section relate to individual building or structure systems. Multiple service, private plumbing or sewage disposal systems, included but not limited to planned unit developments, shall be subject to plan review fees as set forth in MCC 5.10.220.

(B) Where an application is made and a plan is required, in addition to the fees under subsection (C) of this section, the applicant shall pay a plan review fee equal to 25% of the permit fee. Payment shall be made at the time of application.

(C) Before a permit may be issued for the installation, renovation, alteration or repair of a plumbing or drainage system, fees in accordance with the following table[, plus a 5% surcharge,] shall be paid:

- |     |  |            |              |
|-----|--|------------|--------------|
| (1) | <u>New construction for a single family dwelling</u><br>[Dwelling], each unit with one bathroom  | [\$170.00] | <u>\$185</u> |
| (2) | <u>New construction for a single family dwelling</u><br>[Dwelling], each unit with two bathrooms | [\$230.00] | <u>\$250</u> |

(3) New construction for a single family dwelling  
[Dwelling], each unit with three bathrooms  
and not over 40 fixtures [\$270.00] \$295

(4) Dwelling, each unit fixture repair or  
remodel: Each fixture [\$12.00] \$13

Water service or building sewer fees  
shall be in accordance with subsection  
[(9)] (8) of this section

[(5)] Mobile Home Park sewer collection and  
water distribution system per space \$ 35.00]

[(6)] (5) Mobile Home service connections  
(sewer, water and storm) per space [\$ 30.00] \$35.00

[(7)] (6) Commercial/Industrial

The fee shall be [[\$12] \$13] per fixture, plus any  
water service, sanitary and storm fees  
as required by subsection [(9)] (8) of this  
section

[(8)] (7) Single family with more than 40 fixtures or  
over 3 baths, or when not purchased as a [unit,]  
package, the fee shall be [[\$12] \$13] per fixture, plus  
water service, raindrains, sanitary and storm sewers  
as required in subsection [(9)] (8) of this section

[(9)] (8) Water Service/Sanitary/Storm Sewer

(a) Water service (first 100 feet or  
fraction thereof) [\$ 33.00] \$36

(b) Water service (each additional 100  
feet or portion thereof) [\$ 28.00] \$30

(c) Building sewer (first 100 feet or  
fraction thereof) [\$ 33.00] \$36

(d) Building sewer (each additional  
100 feet or fraction thereof) [\$ 28.00] \$30

(e) Building storm sewer or rain drain  
(first 100 feet or fraction thereof) [\$ 33.00] \$36

(f) Building storm sewer or rain drain  
(each additional 100 feet or fraction  
thereof) [\$ 28.00] \$30

[(10)] (9) Miscellaneous

- (a) Sewer cap [\$ 33.00] \$36
- (b) Replacement water heater in kind  
(includes electrical and/or  
mechanical heating fee) [\$ 20.00] \$27
- (c) For replacement of existing water  
supply lines within the building:
  - (i) Single Family Residence:  
[\$25] \$27 minimum first floor  
\$10 for each additional floor
  - (ii) Commercial/Industrial Structure:  
[\$25] \$27 for up to the first five fixture  
branches  
Each additional fixture branch shall  
be [\$6] \$7 (fixture branch shall include  
both hot and cold water)
- (d) Each solar unit \$35.00

(D) Special Inspection.

- (1) Prefabricated structural site inspection,  
the fee shall be 50% of applicable  
category (includes site development and  
connection of the prefabricated structure).
- [(2)] Whenever a non permit related inspection is  
requested, such inspection shall be given as  
soon as convenient after payment of the fee  
specified below:
  - (a) Single family dwellings \$ 50.00
  - (b) Duplex \$ 75.00
  - (c) Apartment houses \$ 75.00  
(plus \$5 for each dwelling unit  
in excess of two).
  - (d) Hotels \$ 75.00  
(plus \$5 for each sleeping room  
in excess of five).

(e) All other occupancies, the fee shall be based on an hourly basis of \$50 per hour, with a minimum of \$30 for the first half-hour or fraction thereof.]

(2) Requested inspections that are not part of the regular inspection program will be made as soon as practical after payment to the Building Official of the fee specified below:

<u>(a) Single and two family dwellings (Occupancy Class R3)</u>	<u>\$100</u>
<u>(b) Apartment houses (Occupancy Class R1) (plus \$7 for each dwelling unit in excess of three)</u>	<u>\$160</u>
<u>(c) Hotels (Occupancy Class R1) (plus \$5 for each sleeping room in excess of five)</u>	<u>\$160</u>
<u>(d) All other occupancies one and two stories in height up to 10,000 square feet (plus \$7 for each additional 1,000 square feet)</u>	<u>\$160</u>
<u>(e) All other occupancies three stories in height and above (plus \$20 for each story in excess of three)</u>	<u>\$160</u>

(E) Plumbing permit fees shall be doubled if installation is commenced prior to issuance of a permit, except that this provision will not apply to proven emergency installations when a permit is obtained within 24 hours, excluding Saturdays, Sundays and holidays.

[(F) A forty dollar (\$40) reinspection fee may be charged when a called inspection cannot be performed due to site inaccessibility or failure to comply with a code correction notice.]

(F) A fee of (\$50) per hour, with a minimum charge of (\$30) for the first half hour or fraction thereof, shall be charged for reinspections for which no fee is specifically indicated.

(G) The minimum charge for any permit issued pursuant to this section shall be [twenty five dollars (\$25), except for replacing water heaters (under subsection (C) (1) (b) of this section).] \$27.

(H) For verification of plumbing and sewer records the fee shall be \$5.00 for each address verified.

(I) A fee of \$50 per hour or fraction thereof, with a minimum charge of three hours, shall be charged for inspections outside of normal business hours.

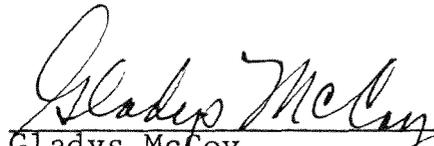
(J) A fee of \$50 per hour, with a minimum charge of \$30 for the first half hour or fraction thereof, shall be charged for additional plan reviews required by changes, additions, or revisions to approved plans.

Section 3. Adoption

This ordinance being necessary for the health, safety and general welfare of the people of Multnomah County, an emergency is declared and shall take effect on August 1, 1989 pursuant to Section 5.50 of the Charter of Multnomah County, Oregon.

ADOPTED this 20th day of July, 1989 being the date of its second reading before the Board of County Commissioners of Multnomah County.

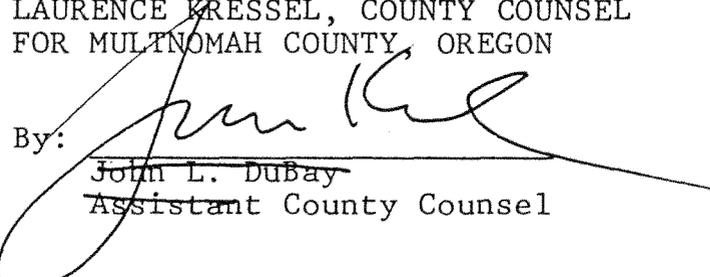
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By:

  
~~John L. DuBay~~  
Assistant County Counsel



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 605, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204

GLADYS McCOY	•	Chair	•	248-3308
PAULINE ANDERSON	•	District 1	•	248-5220
GRETCHEN KAFOURY	•	District 2	•	248-5219
RICK BAUMAN	•	District 3	•	248-5217
	•	District 4	•	248-5213
JANE MCGARVIN	•	Clerk	•	248-3277

July 20, 1989

Mr. Paul Yarborough, Director  
Department of Environmental Services  
2115 SE Morrison  
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held July 20, 1989, the following action was taken:

Second Reading - An Ordinance amending)	ORDINANCE
Multnomah County Code Chapter 9.30, )	NO. 625
(Plumbing Permit Fees) R-9)	

Copies of the above-entitled Ordinance were available to all persons wishing a copy. Ordinance was read by title only.

A hearing was held; no one wished to testify.

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said Ordinance be adopted.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Greg E. Snyder  
Greg E. Snyder  
Asst. Clerk of the Board

ges  
cc: County Counsel

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date 7/20/89  
Agenda No. R-10

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: FY 89-90 Tri-Met Contract

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Human Services

DIVISION Aging Services

CONTACT Marie Eighmey

TELEPHONE 248-3646

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/James McConnell

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.  
This contract continues the special need transportation services provided by Tri-Met for an estimated 875 elderly residents of Multnomah County who cannot use regular bus service. The contract provides an estimated 106,385 pre-scheduled one-way door-to-door rides. Approximately sixty percent of the cost of the rides is funded by federal Title III B, City and County funds. Tri-Met funds the remaining 40%. Contributions from riders also provide funding for this service.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA \_\_\_\_\_

IMPACT:

PERSONNEL \_\_\_\_\_

FISCAL/BUDGETARY

General Fund

Other \_\_\_\_\_

CLERK OF  
 COUNTY COMMISSIONERS  
 1989 JUL 12 AM 8:49  
 MULTNOMAH COUNTY  
 OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy

BUDGET / PERSONNEL: James D. Sup

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts): [Signature]

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 605, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308  
PAULINE ANDERSON • District 1 • 248-5220  
GRETCHEN KAFOURY • District 2 • 248-5219  
RICK BAUMAN • District 3 • 248-5217  
• District 4 • 248-5213  
JANE McGARVIN • Clerk • 248-3277

July 20, 1989

Mr. Duane Zussy, Director  
Department of Human Services  
426 SW Stark  
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held July 20, 1989, the following action was taken:

In the matter of ratification of an )  
intergovernmental agreement with the )  
Tri-County Metropolitan District of )  
Oregon (Tri-Met) to provide estimated )  
106,385 one-way door-to-door rides for )  
transportation-disadvantaged elderly )  
who cannot use regular bus services in )  
Multnomah County R-10)

Upon motion of Commissioner Kafoury, duly seconded by Commissioner Anderson, it is unanimously

ORDERED that said intergovernmental agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Greg E. Snyder  
Greg E. Snyder  
Asst. Clerk of the Board

ges  
cc: Budget  
Finance  
Purchasing  
Aging Services

(For Clerk's Use)

Meeting Date \_\_\_\_\_

Agenda No. \_\_\_\_\_

DATE SUBMITTED \_\_\_\_\_

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: FY 89-90 Tri-Met Contract

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Human Services

DIVISION Aging Services

CONTACT Marie Eighmey

TELEPHONE 248-3646

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/James McConnell

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

This contract continues the special need transportation services provided by Tri-Met for an estimated 875 elderly residents of Multnomah County who cannot use regular bus service. The contract provides an estimated 106,385 pre-scheduled one-way door-to-door rides. Approximately sixty percent of the cost of the rides is funded by federal Title III B, City and County funds. Tri-Met funds the remaining 40%. Contributions from riders also provide funding for this service.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA \_\_\_\_\_

IMPACT:

PERSONNEL

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: \_\_\_\_\_

BUDGET / PERSONNEL \_\_\_\_\_ / \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
Revenue
Grant Funding
XX Intergovernmental Agreement

Amendment # to Contract #

TYPE II

- XX Professional Services over \$10,000 (RFP, Exemption)
PCRB Contract
Maintenance Agreement
Licensing Agreement
Construction

Amendment # to Contract #

Contact Person Marie Eighmey (Caroline Sullivan) Phone 248-3646 Date

Department Human Services Division Aging Services Bldg/Room 160/5th floor

Description of Contract This contract provides 106,385 one-way door-to-door rides per transportation-disadvantaged elderly who cannot use regular bus service in Multnomah County.

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

ORS/AR # Contractor is MBE FBE QRF

Contractor Name Tri-County Metropolitan District of Oregon (Tri-Met)

Mailing Address 4012 SE 17th
Portland OR 97202

Phone 238-4879

Employer ID# or SS# 93-0579353

Effective Date July 1, 1989

Termination Date June 30, 1990

Original Contract Amount \$ 222,590

Amount of Amendment \$

Total Amount of Agreement \$ 222,590

Payment Terms

- Lump Sum \$
XX Monthly \$ Fee for Service
Other \$

Requirements contract-requisition required
Purchase Order No.

Required Signatures:

Department Head Date

Purchasing Director Date
(Type II Contracts Only)

County Counsel Date

Budget Office Date

County Executive/Sheriff Date

Table with columns: TRANSACTION CODE, PO, AGENCY, PO DATE, ACCOUNTING PERIOD, BUDGET FY, ACTION

Table with columns: VENDOR CODE, VENDOR NAME, TOTAL AMOUNT

Main table with columns: LINE NO., CONTRACT NUMBER, FUND, AGENCY, ORGANIZATION, ACTIVITY, OBJECT, SUB OBJ, REPT CATEG, DESCRIPTION, AMOUNT, INC/DEC IND





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK, 5TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3646

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy  
Multnomah County Chair

VIA: Duane Zussy, Director  
Department of Human Services

FROM: James McConnell, Director  
Aging Services Division

DATE:

SUBJECT: FY 89/90 TRI-MET CONTRACT

RECOMMENDATION: The Aging Services Division recommends County Board approval of the attached contract with Tri-Met (Tri-County Metropolitan Transportation District of Oregon) for the period July 1, 1989 through June 30, 1990.

ANALYSIS: This contract continues the special need transportation services provided by Tri-Met for an estimated 875 elderly residents of Multnomah County who cannot use regular bus service. The contract provides an estimated 106,385 pre-scheduled one-way door-to-door rides. Sixty per cent of the cost of each ride is funded by Federal Title III-B, City and County funds; Tri-Met funds the remainder 40% of the cost of the ride. Contributions from riders, estimated in the amount of \$3,192, will be used to provide rides at the full cost of the ride.

BACKGROUND: The estimated contract unit price averages \$2.12, based on the experience of rides provided in FY 88-89. Actual cost per ride varies by the length of the trip and whether the trip is for a group (2 or more persons) or an individual, using a standard schedule of charges established by Tri-Met.

CONTRACT FOR SERVICES

MULTNOMAH COUNTY  
DEPARTMENT OF HUMAN SERVICES  
Aging Services Division

Term of Contract: from July 1, 1989 to June 30, 1990  
 CONTRACTOR Name: Tri-County Metropolitan Telephone 238-4879  
Transportation District of OR  
 CONTRACTOR Address: 4012 SE 17th IRS # 93-0579353  
Portland OR 97202 Title XIX Vendor # \_\_\_\_\_

This contract made and entered into this 1st day of July 1989, by and between Department of Human services, Aging Services Division (also known as Area Agency on Aging) acting on behalf of Multnomah County, a political subdivision of the state of Oregon, hereinafter referred to as "COUNTY," and Tri-County Metropolitan Transportation District of OR hereinafter referred to as "CONTRACTOR."

I. SERVICES UNDER REIMBURSEMENT

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this contract, CONTRACTOR agrees to provide the services within the service element(s) listed below and COUNTY agrees to reimburse CONTRACTOR for providing those services at the rates and up to the amount(s) specified below.

<u>SERVICE</u>	<u>UNITS TO BE PROVIDED</u>	<u>UNDUPLICATED CLIENTS TO BE SERVED</u>	<u>REIMBURSEMENT RATE</u>	<u>TOTAL COUNTY FUNDS</u>	<u>PROGRAM INCOME</u>	<u>TOTAL COUNTY FUNDS AND PROGRAM INCOME*</u>
Transportation 1-way rides	106,385	875	\$2.12**	<u>\$222,590</u>	<u>\$3,192</u>	<u>\$225,782</u>

\* Units will be funded by COUNTY funds and program income. If less program income is collected, units will be reduced by an equivalent amount; if greater than estimated program income is collected units may be increased by an equivalent amount at the rates established above. COUNTY will disburse not more than \$222,590 under this contract.

\*\*This rate is an estimated average cost/ride based on FY88/89 experience. The actual reimbursement rate is shown on the attached schedule of 18 unit costs which vary accordingly to the length of the ride and whether the trip is individual or grouped.

II. PAYMENT PROCEDURES AND REPORTING DEADLINES

- A. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. Such requests are due to COUNTY on or before the close of business on the 10th working day of each month.

- B. Required program reports shall be submitted on or before close of business on the 10th working day of each month.

III. MATCH

CONTRACTOR shall provide a minimum of \$11,209 to match funding provided under this contract. This can be provided as cash, in-kind, or a combination.

IV. ADVANCES

- A. Upon written request from a nonprofit CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR's initial expenses for operation, up to 8.3% (30) days of the contract funding amount, not to exceed 0. An additional advance up to 4.1% (15 days) of the contract funding amount may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses not to exceed 0. The total advance shall not exceed 0.
- B. Such advance shall be recovered against expenditures in accordance with a schedule established by COUNTY.

V. CONTRACT BETWEEN STATE AND COUNTY

CONTRACTOR agrees that it is bound by all applicable terms and provisions which bind COUNTY in that certain contract between the state of Oregon Senior Services Division, and COUNTY, dated July 1, 1989.

VI. CONTRACT RENEWAL

CONTRACTOR is the local government transit district and a sole source provider. Renewal is on an annual basis.

VII. SPECIAL CONDITIONS

1. CONTRACTOR and COUNTY agree that the unit cost specified is an estimated average of the configuration of 18 unit costs as shown on page "3 A". CONTRACTOR agrees to pay 40% of each unit charged to this contract.
2. CONTRACTOR agrees to work with Aging Services Division, District Center and Nutrition Project staff through established meetings or special meetings as necessary to identify, negotiate, and implement as feasible changes in policy and procedure which will improve quality and reliability of service delivery
3. Contractor agrees to carry out provisions and policies of the Older Americans Act and Aging Services Division, including the contribution policy and the Targeting Policy. CONTRACTOR agrees to provide regular training and follow-up for drivers to encourage high quality and reliable service and to ensure that provisions of the Older Americans Act and Aging Services Division policies are actively implemented.

FUNDING RECAP

CONTRACT PERIOD: FY 89-90		TRI-MET											
SERVICE CATEGORIES----->	TOTALS			TRANSPORTATION									
FUNDING SOURCE	ORIGINAL	MOD 1	MOD 2	ORIGINAL	MOD 1	MOD 2	ORIGINAL	MOD 1	MOD 2	ORIGINAL	MOD 1	MOD 2	
1 IIIB	\$100,798	\$0	\$0	\$100,798									
2 IIIC-1	0	0	0										
3 IIIC-2	0	0	0										
4 USDA	0	0	0										
5 OPI	0	0	0										
6 COUNTY	21,450	0	0	21,450									
7 CITY	100,342	0	0	100,342									
8 SUBTOTAL ASD	222,590	0	0	222,590	0	0	0	0	0	0	0	0	
9 PROGRAM INCOME	3,192	0	0	3,192									
10 TOTAL CONTRACT FUNDS	225,782	0	0	225,782	0	0	0	0	0	0	0	0	
11 ASD UNITS	NA	NA	NA	106,385									
12 CONTRACT UNIT PRICE	NA	NA	NA	\$2.12 *	NA	NA	NA	NA	NA	NA	NA	NA	
13 ASD CLIENTS	NA	NA	NA	875									
14 CONTRACT COST PER CLIENT	NA	NA	NA	\$258.04	NA	NA	NA	NA	NA	NA	NA	NA	
ADD'L RES (UNIT SUBSIDY):													
15 CASH	148,393	0	0	148,393									
16 IN-KIND	0	0	0										
17 TOTAL ADD'L RESOURCES	148,393	0	0	148,393	0	0	0	0	0	0	0	0	
18 TOTAL SERVICE FUNDS(10+17)	374,175	0	0	374,175	0	0	0	0	0	0	0	0	
19 TOTAL UNIT VALUE	NA	NA	NA	\$3.52	NA	NA	NA	NA	NA	NA	NA	NA	
ADD'L RES (PROGRAM SUBSIDY):													
20 CASH	0	0	0										
21 IN-KIND	0	0	0										
22 TOTAL RESOURCES	0	0	0	0	0	0	0	0	0	0	0	0	
23 UNITS OF SERVICE	NA	NA	NA										
24 UNIT VALUE	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
23 TOTAL RESOURCES (10+17+22)	\$374,175	\$0	\$0	\$374,175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

\* NOTE: The contract unit price shown on this page is an estimated average cost per ride. The actual reimbursement rate is shown on the attached schedule of 18 unit costs which vary by the length of the ride and whether the trip is grouped (2 or more persons with the same pick-up and distribution points) or individual.

Exhibit A

TRI-MET RATE SCHEDULE FY 89/90  
 Cost of One-Way Rides July 1, 1989/June 30, 1990

Type of Ride*	Rate	ASD Cost	Late Cancels	ASD Cost	No Shows	ASD Cost
I/S	3.27	1.96	.82	.49	1.64	.98
I/M	10.88	6.53	2.72	1.63	5.44	3.26
I/L	26.10	15.66	6.53	3.92	13.05	7.83
G/S	1.64	.98	.41	.25	.82	.49
G/M	5.44	3.26	1.36	.82	2.72	1.63
G/L	13.05	7.83	3.27	1.96	6.53	3.92

Tri-Met pays 40% of each unit cost.  
 ASD (III-B City, County funds) pays 60% of each unit cost.

Key\*

- I = Individual Ride: One way trip from one origin to one destination by one person.
- G = Group Ride: Two or more persons scheduled together from one origin to one destination.
- S = Short Ride: 0 - 4 miles.
- M = Medium Ride: 4 - 10 miles.
- L = Long Ride: 10 + miles

NOTE: Group rides are charged at half cost of individual rides. Late cancellations are charged at one-fourth cost of ride. No-shows are charged at rate of half cost of ride.

m/2733U/p

GENERAL CONDITIONS: FEE-FOR-SERVICE

I. Service Objectives and Evaluation

CONTRACTOR agrees to provide services consistent with the service definitions contained in the COUNTY's Annual Area Plan and with objectives and evaluation criteria specified within the Contract Proposal Packet, submitted to the COUNTY by CONTRACTOR. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses in order to maintain service throughout the contract period. CONTRACTOR acknowledges that it has retained a copy of that Contract Proposal Packet.

II. Standards

- A. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY and city statutes and rules and funding criteria governing services, facilities and operations. CONTRACTOR agrees to comply with all applicable licensing and certification requirements. See Section XV herein regarding grievance procedures.
- B. CONTRACTOR agrees to comply with all applicable COUNTY policies and procedures.
- C. CONTRACTOR shall ensure that elderly persons, or others in their behalf, have a right to request information and service; that a determination of service eligibility be conducted, that persons be advised of the decision and have an opportunity to request and receive a fair hearing.
- D. CONTRACTOR shall provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by the COUNTY for the purpose of contract monitoring or audit performance.
- E. This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.
- F. CONTRACTOR will transfer existing client load to this contract to ensure continuity of services.
- G. CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the programs or services funded under this agreement.

III. Subject to Availability of Funds

Both parties agree that this contract is subject to the availability of federal, state, city, and COUNTY funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the agreement as appropriate. Reduction or termination will not affect payment for allowable expenses incurred prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this agreement is conditional upon continued approval by the state of Oregon of COUNTY'S plans under ORS Chapter 410 et seq.

IV. Authority of Director

CONTRACTOR agrees to recognize the Director of the Aging Services Division as COUNTY'S administrative authority for services provided under this contract.

V. Nondiscrimination

CONTRACTOR agrees to comply with Title III of the Older Americans' Act as amended, Title XIX of the Social Security Act, Title VI of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973. In addition, CONTRACTOR further agrees to comply with all applicable rules, regulations, and orders of the Secretary of Labor concerning equal opportunity in employment and all applicable state law concerning equal opportunity.

VI. Liability

- A. CONTRACTOR is an independent CONTRACTOR and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY or the state Senior Services Division for any purpose.
- B. CONTRACTOR agrees to indemnify and save harmless COUNTY, the state Senior Services Division and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or its subcontractors. CONTRACTOR further agrees to defend COUNTY, and the state Senior Services Division, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S or its subcontractor's performance of its duties under this agreement. This paragraph is subject to the limitations of public body liability set forth in the Oregon Constitution and Oregon Tort Claims Act.
- C. CONTRACTOR shall obtain, and at all times keep in effect, a STANDARD LIABILITY INSURANCE POLICY issued by a company authorized to do business in Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this agreement and is incorporated herein as part of this agreement. While this

contract continues in effect, the insurance shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this agreement may be cause, at COUNTY'S option, for immediate termination of this agreement.

In lieu of filing the certificate of insurance required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self insured with public liability and property damage for a minimum for the amounts set forth in ORS Chapter 30.

- D. The limits of CONTRACTOR'S liability insurance shall be subject to statutory change as to maximum limits of liability imposed upon municipalities of the state of Oregon during the terms of this agreement.
- E. All property and equipment purchased and received by CONTRACTOR under this agreement must be insured by CONTRACTOR against fire, theft, and destruction with limits at fair market value at time of receipt or purchase by CONTRACTOR.

#### VII. Fidelity Bond

- A. CONTRACTOR shall obtain and maintain at all times during the term of this agreement a fidelity bond covering activities of all persons having custody of funds. The bond amount will be not less than the amount of payment advanced or payable monthly (whichever is higher) by the COUNTY. A certificate evidencing the existence of the bond shall be furnished within 30 days of contract (amendment) approval.

#### VIII. Workers' Compensation

CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this agreement and is incorporated herein as part of this agreement.

#### IX. Litigation

- A. In cases of litigation arising out of this contract between COUNTY and CONTRACTOR, the prevailing party shall be entitled to reasonable attorney's fees.
- B. CONTRACTOR shall give COUNTY immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR by any subcontractor or vendor which, in the opinion of CONTRACTOR, may result in litigation related in any way to this agreement.

#### X. Early Termination

- A. Violation of any of the rules, procedures, attachments, or terms of this contract shall, at the option of either party, be cause for termination of this Contract, and unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said

funding and/or services, which may include withholding or reduction of funds. Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this contract.

- B. This contract may be terminated by either party by thirty (30) days written notice to the other party.
- C. Immediate termination by COUNTY may occur under any of the following conditions:
  - 1. Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service element under this contract.
  - 2. Upon notice if CONTRACTOR fails to start up services on the date specified in contract between COUNTY and CONTRACTOR, or if CONTRACTOR fails to continue to provide services for the entire contract period..
  - 3. Upon notice to the COUNTY of evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff or the public.
  - 4. If the agreement between COUNTY and the state Senior Services Division for provision of aging services is terminated by the state of Oregon for any reason.
  - 5. Upon evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.
- D. Payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.
- E. Termination under any provision of this section shall not affect any right, obligations or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

XI. Withholding/Reduction of Contract Payments

Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause, may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of CONTRACTOR. If payment is to be delayed, COUNTY will inform CONTRACTOR within two (2) working days of the date of the decision to take this action.

## XII. Contract Modification

- A. In the event that COUNTY's contract obligation is modified by federal or state initiated change, COUNTY may modify this contract through written notification of changes sent to CONTRACTOR by mail. CONTRACTOR shall acknowledge receipt of modification through written notification sent to COUNTY within ten (10) working days of receipt of COUNTY's modification letter.
- B. In the event of COUNTY or CONTRACTOR initiated contract changes, COUNTY shall modify this contract through COUNTY's modification process and written notification of the changes sent to CONTRACTOR by mail. CONTRACTOR shall acknowledge approval of the modification by affixing appropriate signatures on modification document and returning document to COUNTY within fifteen (15) working days of receipt.
- C. The Aging Services Division Director may authorize a transfer of funds between service categories not to exceed 10% to allow for increases and decreases in service levels as required by service utilization. Such authorization will be in writing and signed by the Aging Services Division Director and the CONTRACTOR. The maximum contracted amount will remain unchanged under this provision.

## XIII. Cooperative Planning Requirements

CONTRACTOR recognizes that planning with COUNTY and state and local agencies is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in all meetings and planning efforts instigated by COUNTY and to provide all data which may be required by COUNTY and state programmatic goals. CONTRACTOR representatives at the COUNTY's monthly "Contractors meeting" will have the responsibility and authority to update the COUNTY on CONTRACTOR agency activities that have an impact on the aging services system. As part of the "Type B" Aging Services system, the CONTRACTOR agrees to participate in coordination efforts with Aging Services Division's Long Term Care Branches and program.

## XIV. Operating Hours

CONTRACTOR shall notify the COUNTY five (5) working days in advance of any change in operating hours or temporary closure for any reason other than those holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

## XV. Grievances

CONTRACTOR must establish a system through which a client or family member may present grievances about the operation of CONTRACTOR's service program. CONTRACTOR will, upon request, provide advice to such persons as to the grievance procedure. CONTRACTOR will notify COUNTY of all grievances which it is not able to resolve and will process the grievances as directed by COUNTY, in accordance with COUNTY grievance procedures.

XVI. Contributions

CONTRACTOR shall establish a system of informing clients of the opportunity to make a contribution toward the cost of services received. The system shall explain the contributions policy to each client, ensure the privacy of the contribution, and establish appropriate accounting controls. All such contributions shall be retained and used by CONTRACTOR to extend services to eligible clients in accordance with Aging Services Division policy, subject to COUNTY's continuing approval. CONTRACTOR shall assure that the provision of service to an older person is not made dependent upon a contribution.

CONTRACTOR's delivering sliding fee scale services shall, instead, use the fee scale provided by COUNTY to notify clients of the fee assessed for service based on their net income and shall establish appropriate collection, follow-up, and accounting mechanisms.

XVII. Program Reporting Requirements

- A. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.
- B. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by the COUNTY. Program reports which are not received by the time specified or are substantially incorrect shall result in delayed reimbursement.

XVIII. Monitoring

- A. COUNTY is responsible for services provided by CONTRACTOR to ensure that all services conform to Senior Services Division and COUNTY standards and other performance requirements specified in this agreement. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.
- B. COUNTY is responsible for monitoring fiscal performance of CONTRACTOR under this agreement and shall take all appropriate management and legal action necessary to pursue this responsibility. Recovery of funds will be made as prescribed in this agreement in the event of unauthorized expenditures, nonperformance of contract conditions, excess payments, payment withholding, or contract termination. CONTRACTOR additionally agrees to abide by budget and fiscal procedures developed by COUNTY.

XIX. Confidentiality

All client information obtained by the CONTRACTOR in the performance of this agreement shall be considered confidential and not divulged for any purpose not directly connected with the administration of the program, or monitoring/evaluation by COUNTY except upon written consent of the recipient or the recipient's attorney, responsible parent, or guardian. The COUNTY and its subcontractor's will share information only to the extent necessary to effect services for clients. CONTRACTOR'S personnel having access to information pertaining to recipients of services shall complete, sign, and retain for three

years a non-disclosure agreement. Nothing, however, prohibits the disclosure of information in summaries, statistical, or other forms, which do not identify particular individuals.

XX. Fiscal Requirements

- A. CONTRACTOR will be reimbursed on a fee-for-service basis according to the schedule as set forth on page 1. Any costs incurred by CONTRACTOR over and above the agreed sum shall be at the sole risk and expense of CONTRACTOR.
- B. All final requests for payment shall be received within forty-five (45) calendar days following the end of this contracts term. Final requests for payment documents not received within the specified time period shall not be processed and the expense shall be the sole responsibility of CONTRACTOR.
- C. Expenditures of the CONTRACTOR may be charged to this contract only if they are: (1) In payment for services performed under this contract; (2) performed in conformance with all applicable state and federal regulations and statutes; (3) In payment of an obligation incurred during the contract period; and (4) Not in excess of one hundred percent of allowable program costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within ten working days of receipt of formal notification of disallowance of CONTRACTOR expenditures.
- D. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments, and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY and/or the State Senior Services Division. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation to reasonable attorney's fees.

XXI. Audit Requirements

- A. CONTRACTOR shall arrange for an annual, agency-wide audit conducted by an independent certified public accountant and carried out within six (6) months from the end of the contract year. Said audit shall be performed according to federal and state law, and state Senior Services Division rules. A copy of the audit shall be submitted to the COUNTY within two (2) weeks of the date of the audit report. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring separate independent audits are conducted and submitted to COUNTY for each subcontractor.

- B. In Exhibit "A" attached hereto and incorporated herein, CONTRACTOR has established a price for each level of service provided under this contract which is based on cost of providing the service. CONTRACTOR represents and warrants that the prices shown in Exhibit "A" are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct audits of all CONTRACTOR's books, documents, papers and records necessary to establish that such charges to COUNTY are reasonable in relation to the costs incurred by CONTRACTOR in providing such services under this contract.
- C. CONTRACTOR agrees to maintain fiscal records and other records pertinent to this contract. All fiscal records shall be maintained pursuant to accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect any actions taken. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of excerpts, transcripts, or performing audits of examination thereof. Such access shall be freely allowed to state and federal personnel and their duly authorized agents, as well as to COUNTY personnel.

XXII. Retention of Records

- A. All financial records, including but not limited to books, invoices, statistical records, and supporting documents pertinent to this agreement, shall be retained for three years from the date of expiration or termination of this contract. If, however, any audit questions remain unresolved at the end of this three year period, all records must be retained until resolution.
- B. CONTRACTOR shall retain client service files and records for a period of five (5) years.
- C. Records involving matters in litigation shall be kept no less than one year after final resolution, which includes all appeals.

XXIII. Advisory Committee

CONTRACTOR shall support an Advisory Committee which meets at least bi-monthly and which meets the following criteria:

- A. The membership shall be broadly representative of the elderly population and should include representatives of: both sexes; major ethnic groups, professional, business, labor, government, education, volunteer and civic groups, and consumers of services.
- B. Persons age 60 and older shall make up more than fifty percent (50%) of the Advisory Committee membership.
- C. Members shall serve without pay and accrue no financial benefit as a result of membership on the Advisory Committee (does not preclude reimbursement for costs incurred).

- D. The Advisory Committee shall have written by-laws which shall include the responsibility (1) to advise CONTRACTOR regarding policies, programs, and actions affecting the delivery of services under this contract and (2) to review and comment on policies, programs, and actions of other agencies which affect older people.

CONTRACTOR will maintain a file of all minutes of Advisory Committee meetings and make that file accessible upon request of the COUNTY.

XXIV. Special Federal Requirements

- A. CONTRACTOR agrees to comply with relevant portions of 45 CFR part 74, including compliance with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Federal Acquisition Regulations 48 CFR part 1520. CONTRACTOR also agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved state of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).
- B. CONTRACTOR ensures that if the sums payable under this agreement exceed one hundred thousand dollars CONTRACTOR will comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the State Senior Services Division, Federal Grant or Agency, and to the U.S. Environmental Protection Agency.

XXV. Request for Proposal (RFP)

In the event that an RFP conducted during the Fiscal Year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR will take steps to assure that necessary case files are transferred to the new CONTRACTOR.

XXVI. Private, Proprietary Provider Approval

CONTRACTOR, if a private proprietary provider, and receiving funds under the Older Americans Act, acknowledges that this contract must be approved by the Senior Services Division of the state Department of Human Resources, before this contract is effective.

XXVII. Copyright and Patent Infringement

CONTRACTOR agrees that the U.S. Department of Health and Human Services and the state of Oregon will receive a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to do so, all instructions, files, and documents relevant to information developed in whole or in part from funding derived from this agreement.

XXVIII. Integration

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

. XXIX. Contractor Publicity

- A. CONTRACTOR shall reference the Multnomah County Aging Services Division as a funding source in all flyers and brochures that advertise the contracted services program, as approved by the COUNTY.
- B. Where the CONTRACTOR plans to use COUNTY contracted services to solicit donations and/or contributions from the public to support programs for the elderly, the CONTRACTOR shall fully disclose to the COUNTY the amount of those funds received and their planned uses. The COUNTY shall include these amounts in calculating unit costs and cost effectiveness.

XXX. Return of Resources

Upon termination, CONTRACTOR agrees to transfer back to COUNTY and/or the state of Oregon any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased with COUNTY funds as directed by COUNTY and/or the state of Oregon. All property purchased with COUNTY funds is the property of COUNTY.

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY, OREGON

CONTRACTOR

By \_\_\_\_\_  
Program Manager Date

By \_\_\_\_\_  
Aging Services Division Date  
Director

By \_\_\_\_\_  
Gladys McCoy Date  
Multnomah County Chair

By \_\_\_\_\_  
Agency Executive Director Date

By \_\_\_\_\_  
Agency Board Chairperson Date

APPROVED AS TO FORM:

Laurence Kressel  
Multnomah County Counsel

By \_\_\_\_\_  
Deputy County Counsel Date

RECEIVED

MAY 12 1989

AGING SERVICES DIVISION

DECLARATION OF SELF-INSURANCE

Tri-Met is self-insured for public liability for the minimum of the amounts set forth in ORS Chapter 30.

*Kevin McDonald*

---

KEVIN E. McDONALD  
DIRECTOR  
CONTRACTS AND LEGAL SERVICES

July 20, 1989

Bill McKinley, Manager, Expo Center, made a presentation for the 83rd Annual Multnomah County Fair. The mini-theme of the fair this year is Aussie House. The presentation included: Skippy, an Australian Wallabee; Jan Johnson, Assistant Fair Manager; Cristin LaFollette, the first Multnomah County Fair Rodeo Queen; and Kevin Donnell, a "Mick Dundee" look-a-like. Packages were distributed to the Commissioners with various items from the County Fair.

July 20, 1989

Commissioner McCoy noted that Cincinnati was a wonderful convention city. The NACO conference was exciting. She was deeply involved in the employment section. It appears that there are three major bills in the Congress affecting JTPA dollars. She intends to get together with PIC (Private Industry Council) to talk about what this means to the Consortium. The JTPA funding is to continue. Some of the issues relate to summer employment vs. year-round employment. One of the proposals is that there be one entitlement only instead of dividing entitlements for summer employment and year-round employment.

Commissioner Kafoury replied that Multnomah County has already been doing that as a year-round program because it is more effective.

Commissioner McCoy replied that one of the proposals was that participation in the summer program is contingent upon participation in the year-round program. The sentiment of NACO was to just have a youth program and leave dispersal of funds up to the discretion of the PIC. Another proposal was that instead of dividing budget up into administration, technical assistance and contracts, there would be one allocation for administration and everything else would be programs, again leaving it up to the discretion of the local PIC to determine how to use the allocation.

The makeup of the PIC was also a concern. Multnomah County has always had 51% private sector. Apparently, some states have less than 50% private sector, so that the business community is not totally in control. The proposal made was to ensure the 51% private sector since the business community is the one who knows what the needs are, they have the jobs and if they are the controlling factor on the PIC, then the money will more likely be spent to train people for real jobs. In connection with that, there was the one-hundred hour training syndrome. Apparently, some community spent one-hundred hours teaching people to do dishwashing. But in the final analysis what was learned was that the individual case cited was of a very mentally handicapped person who needed one-hundred hours to learn the routine of washing dishes. These are the type of people the legislation is intended to effect; those at the bottom of the scale; the real hardcore unemployed. The final idea is that the local community should maintain performance based contracts that say, "if you perform, you receive pay, if you don't perform, you don't get paid." And whatever it takes to train people to do jobs that are legitimate jobs is what should happen. Another meeting is scheduled for December at which time, the legislation will have been through Congress and the results will be known.

Commissioner Kelley asked if there was any discussion about GED incentives or encouragement for kids to stay in school.

Commissioner McCoy answered that there was strong support for everybody having an educational component, especially young mothers and supporting them with child care, transportation, clothes, etc. and that programs should be evaluated on the effectiveness by which those services are given to participants. People are recognizing that unless young people have the basic educational credentials, even PIC is limited in its ability to help beyond the most basic non-skilled jobs and that the career ladder is non-existent. Commissioner McCoy was encouraged by the kind of support that there seemed to be for continuation and the JTPA program.

July 20, 1989

Commissioner Kafoury wished Commissioner McCoy good luck on her upcoming surgery and a small discussion ensued in which it was noted that Commissioner McCoy will be back on the 7th of August.