

**ANNOTATED MINUTES**

Tuesday, September 28, 1993 - 8:30 AM - 12:00 PM  
Portland Metropolitan Chamber of Commerce  
221 NW Second Avenue

**SPECIAL MEETING**

SM-1 The Multnomah County Board of Commissioners and Other County Elected Officials and Department Managers Will Meet to Review the Portland Multnomah Progress Board Work in the Areas of Quality of Life, Education/Children and Families and Public Safety.

FACILITATOR JOE HERTZBERG. PARTICIPANTS JEANNE GOODRICH, BEVERLY STEIN, DAN SALTZMAN, GARY HANSEN, BETSY WILLIAMS, TANYA COLLIER, STEVE TILLINGHAST, ROBERT SKIPPER, MICHAEL SCHRUNK, GARY BLACKMER, SHARRON KELLEY, BILLI ODEGAARD, SUSAN CLARK, MEGANNE STEELE, BILL THOMAS, PAUL SUNDERLAND AND TAMARA HOLDEN BEGAN PRELIMINARY PROCESS FOR IDENTIFYING 20 COUNTY BENCHMARKS FROM OREGON BENCHMARKS LIST AND ESTABLISHING CRITERIA PARAMETERS TO IDENTIFY AND DEVELOP FRAMEWORK FOR USE IN REFINING BENCHMARKS. MS. STEELE DIRECTED TO PREPARE AND SUBMIT A SURVEY TO PARTICIPANTS REQUESTING DATA ADDRESSING AREAS OF ADDITIONAL CONCERN, IDENTIFYING POTENTIAL PARTNERSHIPS, VALUES AND ASSUMPTIONS AND ADDITIONAL BENCHMARKS, FOR COMPILATION PRIOR TO NEXT MEETING. COMMISSIONERS TO SUBMIT LIST OF BENCHMARKS FOR CHAIR STEIN TO PRESENT TO PORTLAND-MULTNOMAH COUNTY PROGRESS BOARD ON OCTOBER 5, 1993. OCTOBER 12, 1993 MEETING TO BE RESCHEDULED AND RELOCATED.

---

Tuesday, September 28, 1993 - 1:30 PM  
Multnomah County Courthouse, Room 602

**PLANNING ITEMS**

Chair Beverly Stein convened the meeting at 1:34 p.m., with Vice-Chair Gary Hansen, Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.

P-1 CS 7-93 Review the September 7, 1993 Planning and Zoning Hearings Officer Decision Approving, Subject to Conditions, a Change in Zone Designation from GC, General Commercial, to GC, CS, Community Service Designation to Allow Installation of a Cellular Telephone Communications Monopole, with Associated Antennas, and to Erect an Electronics Equipment Building on the Subject Site, for Property Located at 16501 SE DIVISION STREET

DECISION READ, NO APPEAL FILED, DECISION STANDS.

P-2 CU 21-93 Review the September 15, 1993 Planning and Zoning Hearings Officer Decision Denying a Conditional Use Request for a Commercial Activity in Conjunction with Farm Use, for Property Located at 24315 NW OAK ISLAND ROAD

**DECISION READ. PLANNING DIRECTOR SCOTT PEMBLE REPORTED A NOTICE OF REVIEW APPEAL WAS FILED AND THAT STAFF RECOMMENDS AN APPEAL HEARING BE SCHEDULED FOR OCTOBER 26, 1993, ON THE RECORD, WITH TESTIMONY LIMITED TO 15 MINUTES PER SIDE.**

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, IT WAS UNANIMOUSLY APPROVED THAT A HEARING ON CU 21-93 BE HELD ON OCTOBER 26, 1993, ON THE RECORD, WITH TESTIMONY LIMITED TO 15 MINUTES PER SIDE.**

P-3 CU 17-93/HV 9-93 PUBLIC HEARING, ON THE RECORD, PLUS ADDITIONAL EVIDENCE LIMITED TO THE SUBJECT OF POLICY 37, TESTIMONY LIMITED TO 10 MINUTES PER SIDE, in the Matter of an Appeal of the August 13, 1993 Planning and Zoning Hearings Officer Decision Denying a Conditional Use Request and Lot Size Variance Request, for Property Located at 3130 NW FOREST LANE

**STAFF PLANNER BOB HALL CITED STATUTORY PROCEDURES AND REQUIREMENTS CONCERNING HEARING PROCESS. HEARINGS OFFICER LARRY EPSTEIN PRESENTATION REGARDING APPLICATION, PROCEDURAL ASPECTS OF REVIEW, STRUCTURE OF WRITTEN DECISION, FACTS ABOUT SITE AND SURROUNDING AREA, REQUEST FOR VARIANCES AND CONDITIONAL USE PERMIT AND OTHER LEGAL ISSUES RAISED DURING AUGUST 13 PROCEEDINGS. COUNTY COUNSEL JOHN DuBAY REPORTED THAT ARNOLD ROCHLIN HAS WITHDRAWN HIS OBJECTION CONCERNING SCOPE OF REVIEW LIMITING ADDITIONAL EVIDENCE TO POLICY 37, AND THAT MR. ROCHLIN IS REQUESTING THAT TWO DOCUMENTS BE EXCLUDED FROM THE RECORD. MR. DuBAY RECOMMENDED THAT THE BOARD DENY MR. ROCHLIN'S REQUEST. MR. EPSTEIN EXPLAINED THAT WHILE THE DOCUMENTS WERE ADMITTED INTO THE RECORD AS EXHIBITS, THEY WERE NOT CITED AS SUPPORT FOR ANY FINDINGS THAT HE MADE.**

**APPLICANTS' ATTORNEY MICHAEL ROBINSON, ASSERTED THE BOARD RECEIVED A EX PARTE COMMUNICATION IN THE FORM OF A SEPTEMBER 21, 1993 LETTER FROM ARNOLD ROCHLIN TO THE BOARD AND REQUESTED THAT HE BE GIVEN A COPY OF THE LETTER AND HAVE AN OPPORTUNITY TO RESPOND TO ANY SUBSTANTIVE ISSUES. EACH BOARD MEMBER ACKNOWLEDGED RECEIPT OF THE LETTER AND STATED IT WOULD NOT IMPACT TODAY'S DECISION.**

**MR. ROBINSON PRESENTED TESTIMONY IN SUPPORT OF A REVERSAL OF THE HEARINGS OFFICER DECISION, ADVISING HIS CLIENTS WERE NOT STATUTORILY NOTIFIED BY MAIL OF COUNTY ADOPTION OF A 1980**

AGGREGATION ORDINANCE. MR. ROBINSON ASSERTED HIS CLIENTS HAVE AN UNBUILDABLE LOT WHICH CANNOT BE SOLD TO A THIRD PARTY WISHING TO OBTAIN A BUILDING PERMIT, THAT THE PROPERTY CANNOT BE LOGGED, AND THAT DENIAL OF THE REQUEST WOULD RESULT IN A TAKING. MR. ROBINSON INTRODUCED ADDITIONAL EVIDENCE IN THE FORM OF A REPORT THAT APPLICANTS CAN PROVIDE ADEQUATE SUB-SERVICE SEWAGE DISPOSAL AND ASSERTED THERE WOULD BE NO ADVERSE IMPACT ON THE SURROUNDING AREA OR FOREST PARK. MR. ROBINSON RESPONDED TO BOARD QUESTIONS.

ARNOLD ROCHLIN, REPRESENTING HIMSELF AND THE FOREST PARK NEIGHBORHOOD ASSOCIATION, EXPRESSED CONCERN THAT HIS SEPTEMBER LETTER WAS CONSIDERED EX PARTE CONTACT AND ADVISED THAT COPIES WERE SENT TO EACH COMMISSIONER, THE BOARD CLERK AND TO PLANNING STAFF FOR FILING IN THE CASE FILE, AVAILABLE FOR PUBLIC INSPECTION. MR. ROCHLIN ASSERTED THE BOARD DID NOT COMPLY WITH 11.15.8270(E) WHEN SETTING THE SCOPE OF REVIEW ON AUGUST 31 RELATIVE TO DETERMINING WHETHER THE ADDITIONAL EVIDENCE COULD NOT HAVE BEEN PRESENTED AT THE EARLIER HEARING. MR. ROCHLIN ADVISED THAT APPLICANTS' HOUSE IS ON A 4 ACRE PARCEL IN WHAT IS NOW AN 80 ACRE ZONE AND PRESENTED TESTIMONY IN SUPPORT OF THE DENIAL DECISION, EXPLAINING THAT THE FIRST SENTENCE OF 11.15.8505(A) STATES, "THE APPROVAL AUTHORITY MAY PERMIT AND AUTHORIZE A VARIANCE FROM THE REQUIREMENTS OF THIS CHAPTER ONLY WHEN THERE ARE PRACTICAL DIFFICULTIES IN THE APPLICATION OF THE CHAPTER", WHICH APPLICANT FAILED TO IDENTIFY. MR. ROCHLIN URGED THE BOARD TO DENY THE APPLICATION, ADOPT THE HEARINGS OFFICER'S FINDINGS AND CONCLUSIONS AND TO DESIGNATE THE WALKER AND WATSON LETTERS AS EXCLUDED FROM THE RECORD, THOUGH LEFT IN THE FILE. MR. ROCHLIN SUGGESTED THAT APPLICANT DOES NOT EXPECT TO WIN HERE AND REQUESTED A VARIANCE IN ORDER TO SHOW THAT ALL PLAUSIBLE LOCAL REMEDIES WERE TRIED IN ORDER TO RAISE THE MATTER BEFORE LUBA OR THE COURTS.

IN RESPONSE TO A QUESTION OF CHAIR STEIN, MR. DuBAY ADVISED THE BOARD MUST CONSIDER ANY APPLICABLE STATE LAW, ORDINANCES OR CONSTITUTIONAL ISSUES WHICH OVERRIDE THE COUNTY CODE.

IN RESPONSE TO A QUESTION OF COMMISSIONER COLLIER, MR. DuBAY ADVISED HE HAS NO OBJECTION TO THE BOARD EXCLUDING THE TWO LETTERS AND EXPLAINED THAT LUBA HAS AUTHORITY TO TAKE EVIDENCE ON CONSTITUTIONAL ISSUES WHICH DO NOT APPEAR IN THE RECORD.

IN RESPONSE TO A QUESTION OF CHAIR STEIN, MR.

ROCHLIN ADVISED THE CODE REQUIRES THAT APPLICANT IDENTIFY AT LEAST ONE PRACTICAL DIFFICULTY APPLICABLE TO AT LEAST ONE CRITERIA.

IN RESPONSE TO A QUESTION OF COMMISSIONER SALTZMAN, MR. PEMBLE ADVISED THE COUNTY HAS NEVER CONSIDERED PRACTICAL DIFFICULTY CRITERIA.

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED THAT THE HEARINGS OFFICER DECISION BE AFFIRMED.

P-4 CU 20-93 PUBLIC HEARING, ON THE RECORD, PLUS ADDITIONAL EVIDENCE LIMITED TO THE SUBJECT OF THE LOT OF RECORD, GENERAL SUITABILITY OF THE PARCEL FOR FARMING AND OTHER APPROVAL CRITERIA AS INTERPRETED BY THE HEARINGS OFFICER, TESTIMONY LIMITED TO 10 MINUTES PER SIDE, in the Matter of an Appeal of the August 5, 1993 Planning and Zoning Hearings Officer Decision Denying a Conditional Use Request for a Non-Resource Related Single Family Residence on EFU, Exclusive Farm Use, for Property Located at 31075 SE LUSTED ROAD

PLANNER SANDY MATHEWSON GAVE THE STAFF REPORT, CRITERIA REQUIREMENTS AND LUBA APPEAL CAVEAT.

BOARD DISCUSSION AND RESPONSE TO CONCERNS OF ATTORNEY TIM RAMIS REGARDING IMPARTIALITY OF THE HEARINGS OFFICER.

HEARINGS OFFICER ROBERT LIBERTY EXPLAINED PROCESS HE USED IN ARRIVING AT HIS DECISION AND RESPONDED TO BOARD QUESTIONS.

Commissioner Kelley left at 3:05 p.m.

IN RESPONSE TO A QUESTION OF COMMISSIONER HANSEN, MR. DuBAY REPORTED THAT THE COUNTY ADOPTED A PARTITION ORDINANCE IN 1978, GOAL 3 WAS ADOPTED IN DECEMBER, 1974 AND THE COUNTY PLAN WAS ACKNOWLEDGED BY THE STATE ON OCTOBER 30, 1980.

MR. RAMIS PRESENTED TESTIMONY SUPPORTING LOT OF RECORD AND SUITABILITY OF PARCEL FOR FARMING, SUBMITTED AN EXHIBIT LIST AND CITED A 1980 LETTER FROM PLANNING STAFF LARRY EPSTEIN DETERMINING THAT THE LOT AT ISSUE IS A LOT OF RECORD, AND A LETTER FROM FARM BUREAU PRESIDENT LARRY BUSHUE ADVISING IT IS HIS OPINION THAT THE USE WOULD BE COMPATIBLE WITH FARM PRACTICES. MR. RAMIS RESPONDED TO BOARD QUESTIONS.

SPENCER VAIL PRESENTED AND EXPLAINED AN AERIAL PHOTO AND RESPONDED TO BOARD QUESTIONS.

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER

COLLIER SECONDED, TO REVERSE THE HEARINGS OFFICER DECISION AND GRANT THE CONDITIONAL USE. MR. DuBAY AND MS. MATHEWSON EXPLANATION IN RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS. MOTION APPROVED WITH COMMISSIONERS COLLIER, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONER HANSEN VOTING NAY.

MR. DuBAY DIRECTED MR. RAMIS TO PREPARE AND SUBMIT A PROPOSED FINAL ORDER.

P-5 C 5-93 First Reading and Public Hearing of a Proposed ORDINANCE Which Amends the Multnomah County Comprehensive Framework Plan Policy 16 and Multnomah County Code Chapter 11.15 Regarding Significant Environmental Concern (SEC) Provisions and Adopting a Map of Significant Streams and Riparian Areas Which are Designated "3-C" Resource Sites in Multnomah County Goal 5 Inventory

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. FOLLOWING BOARD DISCUSSION, IT WAS DETERMINED THAT PUBLIC TESTIMONY WOULD BE TAKEN TODAY, AND THE STAFF PRESENTATION AND COMMENTS FROM JIM SITZMAN WOULD BE CONTINUED TO OCTOBER 12, 1993. TESTIMONY IN OPPOSITION TO PROPOSED ORDINANCE FROM RICHARD SHEPARD, KLAUS HEYNE AND SUSAN FRY. TESTIMONY IN SUPPORT OF PROPOSED ORDINANCE FROM CHRIS WRENCH, JOHN SHERMAN, NANCY ROSENLUND, URSULA FICKER, MICHAEL CARLSON, LYN MATTEI AND ARNOLD ROCHLIN.

Commissioner Saltzman left at 4:20 p.m.

FOLLOWING BOARD DISCUSSION AND STAFF COMMENTS, COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, CONTINUANCE OF THE FIRST READING TO TUESDAY, OCTOBER 26, 1993. CHAIR STEIN DIRECTED STAFF TO LOOK AT OPTIONS SUGGESTED BY MR. SHERMAN AND MR. ROCHLIN AND LOOK INTO USE OF VOLUNTEER ASSISTANCE IN IDENTIFYING EAST COUNTY STREAMS. COMMISSIONER COLLIER REQUESTED A BOARD BRIEFING ON FUTURE IMPACT ISSUES. MOTION UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 4:40 p.m.

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON

By DEBORAH C. BOUSTAD

Wednesday, September 29, 1993 - 8:00 AM - 9:00 AM  
Multnomah County Courthouse, Room 602

BOARD BRIEFING

B-1 Briefing and Discussion on Multnomah County Community Corrections Plan. Presented by M. Tamara Holden and Susan Kaeser.

**TAMARA HOLDEN AND BILL WOOD PRESENTATION AND RESPONSE TO BOARD QUESTIONS. STAFF TO RESPOND TO SPECIFIC INFORMATION REQUESTS OF COMMISSIONERS COLLIER AND SALTZMAN. ADDITIONAL BRIEFING TO BE HELD PRIOR TO BOARD CONSIDERATION OF INTERGOVERNMENTAL AGREEMENT AND BUDGET MODIFICATION ON REGULAR AGENDA.**

---

Thursday, September 30, 1993 - 9:30 AM  
Multnomah County Courthouse, Room 602

**REGULAR MEETING**

Chair Beverly Stein convened the meeting at 9:30 a.m., with Vice-Chair Gary Hansen, Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.

**CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-9) WAS UNANIMOUSLY APPROVED.**

**DEPARTMENT OF SOCIAL SERVICES**

C-1 Ratification of Intergovernmental Agreement Contract 103644 Between the Oregon Department of Energy and Multnomah County, Providing Partial Reimbursement to the Community Action Program Office for Weatherizing Low Income Homes, for the Period July 1, 1993 through June 30, 1995

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

C-2 ORDER in the Matter of the Execution of Deed D940919 Upon Complete Performance of a Contract to Jessica P. Sam

**ORDER 93-320.**

C-3 ORDER in the Matter of the Execution of Deed D940920 Upon Complete Performance of a Contract to Rodger Evenson

**ORDER 93-321.**

C-4 ORDER in the Matter of the Execution of Deed D940921 Upon Complete Performance of a Contract to Glen R. Smith and Doris L. Smith

**ORDER 93-322.**

C-5 ORDER in the Matter of the Execution of Deed D940922 Upon Complete Performance of a Contract to Horace Green

**ORDER 93-323.**

C-6 ORDER in the Matter of the Execution of Deed D940925 Upon Complete Performance of a Contract to James A. Nelson

ORDER 93-324.

C-7 ORDER in the Matter of the Execution of Deed D940926 Upon Complete Performance of a Contract to William C. Reed

ORDER 93-325.

C-8 ORDER in the Matter of the Execution of Deed D940927 Upon Complete Performance of a Contract to Noell Webb

ORDER 93-326.

C-9 ORDER in the Matter of the Execution of Deed D940928 Upon Complete Performance of a Contract to Bessie A. Burnette

ORDER 93-327.

REGULAR AGENDA

NON-DEPARTMENTAL

R-1 Multnomah County Citizen Involvement Committee FY 1992-93 Annual Report. Presented by CIC Chair Derry Jackson and CIC Executive Director John Legry.

DERRY JACKSON INTRODUCED ROBIN BLOOMGARDEN, JOHN LEGRY AND ANGEL OLSEN AND PRESENTED HIGHLIGHTS OF THE ANNUAL REPORT. BOARD COMMENTS.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-2 Ratification of Intergovernmental Agreement Contract 300704 Between the Oregon Department of Transportation and Multnomah County, Providing for the Maintenance of Portland Area ODOT Vehicles and Equipment by Multnomah County Fleet Services, for the Period Upon Execution through June 30, 1998

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-2. TOM GUINEY EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

R-3 ORDER in the Matter of the Establishment of S.E. Butler Road from S.E. Giese Road Southeasterly to Existing S.E. Butler Road, as a County Road to be Known as S.E. Butler Road, No. 5002

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. JOHN DORST EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ORDER 93-328 UNANIMOUSLY APPROVED.

R-4 RESOLUTION in the Matter of Initiating Proceedings to Vacate a Portion of S.E. Butler Road, County Road Nos. 365

and 588, from S.E. 190th Drive Easterly 298 Ft., More or Less, and Setting a Hearing Date [November 4, 1993 Requested]

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-4. JOHN DORST EXPLANATION. RESOLUTION 93-329 SETTING PUBLIC HEARING FOR THURSDAY, NOVEMBER 4, 1993 UNANIMOUSLY APPROVED.**

DEPARTMENT OF SOCIAL SERVICES

R-5 Housing and Community Services Division Request for Approval of a \$33,333 Grant from the Oregon Children and Youth Services Commission, for a Parole Transition Coordinator to Work with African American Youth within the Juvenile Justice and Delinquency Prevention Disproportionate Minority Confinement Project, for the Period September 30, 1993 through December 31, 1993

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-5. REY ESPANA AND DWAYNE McNANNAY EXPLANATION AND RESPONSE TO BOARD QUESTIONS. GRANT UNANIMOUSLY APPROVED.**

R-6 Housing and Community Services Division Request for Approval of a Notice of Intent to Apply for a Two-Year Continuation to the Current Robert Wood Johnson Foundation Grant for the "No Place Like Home" Program, Providing Publicly Assisted Housing for Elderly Multnomah County Residents

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. CECILE PITTS EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

R-7 Budget Modification DSS #5 Requesting Authorization to Transfer \$20,000 in County General Fund from the Mental Health, Youth and Family Services Division, Alcohol and Drug Program Budget, to the Department of Community Corrections, Office of Women's Transition Services Budget

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-7. NORMA JAEGER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. COMMISSIONER COLLIER COMMENTS IN SUPPORT OF ADAPT PROGRAM. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

DEPARTMENT OF SOCIAL SERVICES

R-8 Ratification of Intergovernmental Agreement Contract 103714 Between Washington County and Multnomah County, Allowing Washington County to Utilize the Multnomah County Juvenile Justice Complex, for the Period July 1, 1993 through June 30, 1994

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER**

**COLLIER SECONDED, APPROVAL OF R-8. HAL OGBURN, DAVE BOYER, CHIP LAZENBY AND DAVE WARREN EXPLANATION OF ITEMS R-8 THROUGH R-12 AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.**

- R-9 Ratification of Intergovernmental Agreement Contract 103724 Between Clackamas County and Multnomah County, Allowing Clackamas County to Utilize the Multnomah County Juvenile Justice Complex, for the Period July 1, 1993 through June 30, 1994

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, R-9 WAS UNANIMOUSLY APPROVED.**

- R-10 Ratification of Intergovernmental Agreement Contract 500234 Between Multnomah County and Clackamas County, for the Lease of 10 Bed Spaces at the Multnomah County Juvenile Justice Complex, for the Period October 1, 1993 through June 30, 2013

**UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, R-10 WAS UNANIMOUSLY APPROVED.**

- R-11 Ratification of Intergovernmental Agreement Contract 500244 Between Multnomah County and Washington County, for the Lease of 10 Bed Spaces at the Multnomah County Juvenile Justice Complex, for the Period October 1, 1993 Until Mutually Terminated

**UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, R-11 WAS UNANIMOUSLY APPROVED.**

- R-12 RESOLUTION in the Matter of Depositing Lease-Purchase and Lease Payments Received from Washington and Clackamas Counties for Bed Space in the Juvenile Justice Complex to the Capital Improvement Fund

**COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-12. DAVE BOYER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. RESOLUTION 93-330 UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

- R-13 RESOLUTION in the Matter of Setting out Procedures and Policies for the Board of Equalization and its Members

**COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-13. COMMISSIONER COLLIER ACKNOWLEDGED AND EXPRESSED APPRECIATION TO CITIZEN TASK FORCE, LAURELHURST NEIGHBORHOOD ASSOCIATION, COUNTY STAFF AND ELECTED OFFICIALS FOR THEIR ASSISTANCE IN PREPARATION OF PROCESS.**

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER SALTZMAN, AN AMENDMENT TO ATTACHMENT A WAS UNANIMOUSLY APPROVED. SANDY DUFFY EXPLANATION IN RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, 6 AMENDMENTS TO ATTACHMENT B-1 WERE UNANIMOUSLY APPROVED. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, AMENDMENT TO ATTACHMENT B-2. MS. DUFFY AND MARIA ROJO de STEFFEY RESPONSE TO BOARD QUESTIONS AND DISCUSSION. MOTION WITHDRAWN. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, AMENDMENT TO ATTACHMENT B-2 WAS UNANIMOUSLY APPROVED. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, AMENDMENT TO ATTACHMENT C, PAGE 5 WAS UNANIMOUSLY APPROVED. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, AMENDMENT TO ATTACHMENT C, PAGE 13 WAS UNANIMOUSLY APPROVED. COMMISSIONER HANSEN QUESTION UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, AMENDMENT TO ATTACHMENT E WAS UNANIMOUSLY APPROVED.

TESTIMONY IN SUPPORT OF PROPOSED RESOLUTION FROM TOM CROPPER, ROBIN HUNTINGTON, PAULINE GUSTAFSON AND MARK PARKER. BOARD COMMENTS. RESOLUTION 93-331 AS AMENDED, UNANIMOUSLY APPROVED.

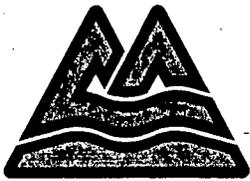
PUBLIC COMMENT

R-14 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

There being no further business, the meeting was adjourned at 11:25 a.m.

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON

By Deborah C. Bouster



# MULTNOMAH COUNTY OREGON

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

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

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

SEPTEMBER 27, 1993 - OCTOBER 1, 1993

- Tuesday, September 28, 1993 - 8:30 AM - Special Meeting . . .Page 2  
Portland Metropolitan Chamber of Commerce  
221 NW Second Avenue
- Tuesday, September 28, 1993 - 1:30 PM - Planning Items. . . .Page 2
- Wednesday, September 29, 1993 - 8:00 AM - Board Briefing. . .Page 3
- Thursday, September 30, 1993 - 9:30 AM - Regular Meeting. . .Page 3

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

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

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

Tuesday, September 28, 1993 - 8:30 AM - 12:00 PM

Portland Metropolitan Chamber of Commerce  
221 NW Second Avenue

SPECIAL MEETING

- SM-1 The Multnomah County Board of Commissioners and Other County Elected Officials and Department Managers Will Meet to Review the Portland Multnomah Progress Board Work in the Areas of Quality of Life, Education/Children and Families and Public Safety.
- 

Tuesday, September 28, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

- P-1 CS 7-93 Review the September 7, 1993 Planning and Zoning Hearings Officer Decision Approving, Subject to Conditions, a Change in Zone Designation from GC, General Commercial, to GC, CS, Community Service Designation to Allow Installation of a Cellular Telephone Communications Monopole, with Associated Antennas, and to Erect an Electronics Equipment Building on the Subject Site, for Property Located at 16501 SE DIVISION STREET
- P-2 CU 21-93 Review the September 15, 1993 Planning and Zoning Hearings Officer Decision Denying a Conditional Use Request for a Commercial Activity in Conjunction with Farm Use, for Property Located at 24315 NW OAK ISLAND ROAD
- P-3 CU 17-93/HV 9-93 PUBLIC HEARING, ON THE RECORD, PLUS ADDITIONAL EVIDENCE LIMITED TO THE SUBJECT OF POLICY 37, TESTIMONY LIMITED TO 10 MINUTES PER SIDE, in the Matter of an Appeal of the August 13, 1993 Planning and Zoning Hearings Officer Decision Denying a Conditional Use Request and Lot Size Variance Request, for Property Located at 3130 NW FOREST LANE [1:30 PM TIME CERTAIN REQUESTED]
- P-4 CU 20-93 PUBLIC HEARING, ON THE RECORD, PLUS ADDITIONAL EVIDENCE LIMITED TO THE SUBJECT OF THE LOT OF RECORD, GENERAL SUITABILITY OF THE PARCEL FOR FARMING AND OTHER APPROVAL CRITERIA AS INTERPRETED BY THE HEARINGS OFFICER, TESTIMONY LIMITED TO 10 MINUTES PER SIDE, in the Matter of an Appeal of the August 5, 1993 Planning and Zoning Hearings Officer Decision Denying a Conditional Use Request for a Non-Resource Related Single Family Residence on EFU, Exclusive Farm Use, for Property Located at 31075 SE LUSTED ROAD [2:15 PM TIME CERTAIN REQUESTED]
- P-5 C 5-93 First Reading and Public Hearing of a Proposed ORDINANCE Which Amends the Multnomah County Comprehensive Framework Plan Policy 16 and Multnomah County Code Chapter 11.15 Regarding Significant Environmental Concern (SEC) Provisions and Adopting a Map of Significant Streams and

Riparian Areas Which are Designated "3-C" Resource Sites in  
Multnomah County Goal 5 Inventory [1 HOUR REQUESTED]

---

Wednesday, September 29, 1993 - 8:00 AM - 9:00 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFING

- B-1 Briefing and Discussion on Multnomah County Community Corrections Plan. Presented by M. Tamara Holden and Susan Kaeser. 8:00 AM TIME CERTAIN, 1 HOUR REQUESTED.
- 

Thursday, September 30, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF SOCIAL SERVICES

- C-1 Ratification of Intergovernmental Agreement Contract 103644 Between the Oregon Department of Energy and Multnomah County, Providing Partial Reimbursement to the Community Action Program Office for Weatherizing Low Income Homes, for the Period July 1, 1993 through June 30, 1995

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-2 ORDER in the Matter of the Execution of Deed D940919 Upon Complete Performance of a Contract to Jessica P. Sam
- C-3 ORDER in the Matter of the Execution of Deed D940920 Upon Complete Performance of a Contract to Rodger Evenson
- C-4 ORDER in the Matter of the Execution of Deed D940921 Upon Complete Performance of a Contract to Glen R. Smith and Doris L. Smith
- C-5 ORDER in the Matter of the Execution of Deed D940922 Upon Complete Performance of a Contract to Horace Green
- C-6 ORDER in the Matter of the Execution of Deed D940925 Upon Complete Performance of a Contract to James A. Nelson
- C-7 ORDER in the Matter of the Execution of Deed D940926 Upon Complete Performance of a Contract to William C. Reed
- C-8 ORDER in the Matter of the Execution of Deed D940927 Upon Complete Performance of a Contract to Noell Webb
- C-9 ORDER in the Matter of the Execution of Deed D940928 Upon Complete Performance of a Contract to Bessie A. Burnette

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 Multnomah County Citizen Involvement Committee FY 1992-93 Annual Report. Presented by CIC Chair Derry Jackson and CIC Executive Director John Legry. [9:30 AM TIME CERTAIN, 30 MINUTES REQUESTED]

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 Ratification of Intergovernmental Agreement Contract 300704 Between the Oregon Department of Transportation and Multnomah County, Providing for the Maintenance of Portland Area ODOT Vehicles and Equipment by Multnomah County Fleet Services, for the Period Upon Execution through June 30, 1998
- R-3 ORDER in the Matter of the Establishment of S.E. Butler Road from S.E. Giese Road Southeasterly to Existing S.E. Butler Road, as a County Road to be Known as S.E. Butler Road, No. 5002
- R-4 RESOLUTION in the Matter of Initiating Proceedings to Vacate a Portion of S.E. Butler Road, County Road Nos. 365 and 588, from S.E. 190th Drive Easterly 298 Ft., More or Less, and Setting a Hearing Date [November 4, 1993 Requested]

DEPARTMENT OF SOCIAL SERVICES

- R-5 Housing and Community Services Division Request for Approval of a \$33,333 Grant from the Oregon Children and Youth Services Commission, for a Parole Transition Coordinator to Work with African American Youth within the Juvenile Justice and Delinquency Prevention Disproportionate Minority Confinement Project, for the Period September 30, 1993 through December 31, 1993
- R-6 Housing and Community Services Division Request for Approval of a Notice of Intent to Apply for a Two-Year Continuation to the Current Robert Wood Johnson Foundation Grant for the "No Place Like Home" Program, Providing Publicly Assisted Housing for Elderly Multnomah County Residents
- R-7 Budget Modification DSS #5 Requesting Authorization to Transfer \$20,000 in County General Fund from the Mental Health, Youth and Family Services Division, Alcohol and Drug Program Budget, to the Department of Community Corrections, Office of Women's Transition Services Budget

DEPARTMENT OF SOCIAL SERVICES

- R-8 Ratification of Intergovernmental Agreement Contract 103714 Between Washington County and Multnomah County, Allowing Washington County to Utilize the Multnomah County Juvenile Justice Complex, for the Period July 1, 1993 through June

30, 1994

- R-9 Ratification of Intergovernmental Agreement Contract 103724 Between Clackamas County and Multnomah County, Allowing Clackamas County to Utilize the Multnomah County Juvenile Justice Complex, for the Period July 1, 1993 through June 30, 1994
- R-10 Ratification of Intergovernmental Agreement Contract 500234 Between Multnomah County and Clackamas County, for the Lease of 10 Bed Spaces at the Multnomah County Juvenile Justice Complex, for the Period October 1, 1993 through June 30, 2013
- R-11 Ratification of Intergovernmental Agreement Contract 500244 Between Multnomah County and Washington County, for the Lease of 10 Bed Spaces at the Multnomah County Juvenile Justice Complex, for the Period October 1, 1993 Until Mutually Terminated
- R-12 RESOLUTION in the Matter of Depositing Lease-Purchase and Lease Payments Received from Washington and Clackamas Counties for Bed Space in the Juvenile Justice Complex to the Capital Improvement Fund

NON-DEPARTMENTAL

- R-13 RESOLUTION in the Matter of Setting out Procedures and Policies for the Board of Equalization and its Members

PUBLIC COMMENT

- R-14 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

00266C/47-51/db

M

MEETING DATE: SEP 30 1993

AGENDA NO: C-1

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

SUBJECT: Revenue Agreement with the State of Oregon, Department of Energy

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

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

REGULAR BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 Minutes

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Ardys Craghead/Rey España

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

The Department of Energy will partially reimburse the Community Action Program Office for weatherizing low income homes; specifically homes that are oil, wood, or wood and oil heated. This agreement is biennial, with reimbursements of up to \$10,000 per fiscal year for weatherization services.

9/30/93 originals to Cilla Murray

**SIGNATURES REQUIRED:**

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

OR

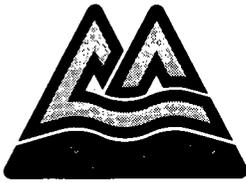
DEPARTMENT MANAGER: Gary Nakao

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

bcc

BOARD OF  
COUNTY COMMISSIONERS  
1993 SEP 20 PM 12:29  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464  
421 S.W. FIFTH, SECOND FLOOR  
PORTLAND, OREGON 97204-2221  
FAX # (503) 248-3332

BOARD OF COUNTY COMMISSIONERS  
H. C. MIGGINS • \*ACTING CHAIR OF THE BOARD  
DAN SALTZMAN • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Beverly Stein, County Chair

VIA: Gary Nakao, Director *Gary Nakao*  
Department of Social Services

FROM: *Ardys* Ardys Craghead, Interim Director  
Housing and Community Services Division

DATE: August 27, 1993

SUBJECT: FY 1993-94 Contract with the State of Oregon, Department of Energy

Recommendation: The Housing and Community Services Division, Community Action Program Office recommends County Chair approval of the attached contract with State of Oregon, Department of Energy, for the period July 1, 1993 through June 30, 1994.

Analysis: The Housing and Community Services Division has received a \$20,000 revenue agreement from the Department of Energy which will pay for partial reimbursement for weatherizing low income homes; specifically homes that are oil heated, oil and wood heated, or wood heated.

Background: Funds for this contract are included in the Housing and Community Services Division budget. This is the fifth year the Community Action Program Office has been receiving revenue from the State of Oregon for this service.

doe

Retroactivity: This contract is being processed as retroactive because it was not received from the State until August 23, 1993.

**OREGON ADMINISTRATIVE RULES**  
**CHAPTER 330, DIVISION 61 — DEPARTMENT OF ENERGY**

**DIVISION 61**

**PROCEDURES FOR A  
REBATE FOR WEATHERIZATION**

**Purpose**

**330-61-005** OAR 330-61-005 through 330-61-050 prescribe how the Department shall run a program providing weatherization rebates for moderate income fuel oil and wood heat customers. This program shall be known as the weatherization rebate, a part of the State Home Oil Weatherization Program, run by the Department. Operation of the oil weatherization rebate depends on availability of petroleum violation escrow funds.

Stat. Auth.: ORS Ch. 469

Hist.: DOE 5-1983, f. & ef. 12-2-83; DOE 8-1984, f. & ef. 12-19-84; DOE 1-1987, f. & ef. 2-19-87; DOE 3-1987, f. & ef. 12-18-87

**Definitions**

**330-61-010** As used in OAR 330-61-005 through 330-61-055, unless the context requires otherwise:

(1) "AFUE" — Annual fuel utilization efficiency, as determined by the Gas Appliance and Manufacturers Association.

(2) "Annual income" — The total expected gross income of a family from all sources for the 12-month period after applying to the Department. The method used to figure the annual income shall be set by the Department.

(3) "Applicant" — Any person applying for a rebate.

(4) "Contractor" — A person receiving payment for installing an energy conservation measure. If installation is performed by a subcontractor, then the subcontractor may fulfill requirements such as the warranty requirements.

(5) "Cost-effective" — As given in OAR 330-60-010(6).

(6) "Department" — The Oregon Department of Energy.

(7) "Director" — The Director of the Oregon Department of Energy.

(8) "Dwelling" — Real or personal property in Oregon which is principal residence of the owner or a tenant. "Dwelling" includes a mobile home as defined in ORS 446.003, a floating home as defined in ORS 488.705 and a single unit in an apartment building. "Dwelling" does not include a recreational vehicle as defined in ORS 446.003.

(9) "Energy audit" has the meaning given in OAR 330-60-010(14).

(10) "Energy conservation measures" — Items that are primarily designed to improve the energy efficiency of a dwelling.

(a) In one to four unit dwellings these measures are limited to:

(A) Caulking;

(B) Weatherstripping and other materials which prevent infiltration;

(C) Insulation of ceilings or attics, including insulation installed on flat roofs (but excluding any fire- or weatherproofing or roofing materials installed over the insulation) and associated attic ventilation;

(D) Insulation of outside walls;

(E) Insulation of walls in heated basements;

(F) Insulation of floors over unheated spaces, materials to support the insulation, and needed ground cover and ventilation;

(G) Insulation and sealing of supply and return air ducts in unheated spaces;

(H) Insulation of water heaters, water pipes, or steam pipes in unheated spaces;

(I) Vapor barrier materials;

(J) Replacement oil burners, including electrical controls and combustion chamber improvements when needed, which increase combustion efficiency of oil furnaces or boilers. A replacement burner must have a tested steady state efficiency of at least 80 percent;

(K) Timed thermostats; and

(L) Attic ventilation, excluding electric ventilators.

(b) In the case of centrally-heated apartment buildings these measures shall be primarily designed to reduce fuel oil use. In addition to measures listed in subsection (9)(a) of this rule, the measures shall include but not be limited to:

(A) Automatic energy control systems;

(B) Equipment, associated with such control systems, needed to run variable steam, hydraulic and ventilating systems; and

(C) Furnace or boiler plant and distribution system modifications. This includes devices for modifying flue openings which will increase the efficiency of the heating system.

(11) "Family" — All persons living together in a dwelling unit.

(12) "Fuel Oil" — Any petroleum product sold by a petroleum supplier for use as a residential heating fuel. It includes propane, butane, and kerosene.

(13) "Improvement costs":

(a) The actual costs of an energy conservation measure;

(b) Any incidental cost necessary to ensure the quality of the energy conservation measure (for example, providing adequate ventilation in connection with attic insulation), but not including the cost of repairs; and

(c) If installed by contractor, the actual costs to the recipient of the labor for the installation as stated in the installation certificate required by OAR 330-61-030(3)(c);

(d) "Improvement costs" — Does not include the applicant's own labor.

(14) "Median income" — State median annual income as established by the Department.

(15) "Person" — An individual, corporation, partnership, joint venture or other entity.

(16) "Petroleum violation escrow funds" — Funds available to the State of Oregon from settlements and litigation under the Emergency Petroleum Allocation Act of 1973.

(17) "Rebate" — A cash grant for energy conservation measures.

(18) "Recipient" — A person receiving a rebate under the weatherization rebate program.

(19) "Space heating" — The heating of living space within a dwelling.

(20) "Tenant" — A tenant as defined in ORS 91.705 or any other tenant.

(21) "Wood heating resident" — A person whose primary space heating fuel is any form of wood, including sawdust;

(a) In the case of a dwelling which has an

**OREGON ADMINISTRATIVE RULES**  
**CHAPTER 330, DIVISION 61 — DEPARTMENT OF ENERGY**

installed furnace or boiler, wood must provide at least 90 percent of the space heat; or

(b) In the case of a dwelling which has baseboard or space heaters, wood must provide at least 75 percent of the space heat.

Stat. Auth.: ORS 469.040 & 469.165

Hist.: DOE 5-1983, f. & ef. 12-2-83; DOE 8-1984, f. & ef. 12-19-84; DOE 1-1986, f. & ef. 2-19-87; DOE 3-1987, f. & ef. 12-18-87; DOE 3-1988, f. & cert. ef. 5-24-89; DOE 2-1991, f. & cert. ef. 10-14-91

### **Description of Oil Weatherization Rebate Program**

**330-61-015** The Department, using petroleum violation escrow funds, offers 50 percent rebates for cost-effective energy conservation measures to households whose income is at or below state median income. The maximum amount of the rebate is determined by the Department.

Stat. Auth.: ORS 469.040 & 469.165

Hist.: DOE 5-1983, f. & ef. 12-2-83; DOE 8-1984, f. & ef. 12-19-84; DOE 1-1987, f. & ef. 2-19-87; DOE 3-1987, f. & ef. 12-18-87; DOE 2-1991, f. & cert. ef. 10-14-91

### **Eligible Recipients**

**330-61-020** (1) An owner of, or tenant in, a dwelling who purchases and installs energy conservation measures in such building shall be eligible to receive a rebate. All buildings must be heated by fuel oil or wood as the primary source of space heat.

(2) Income limits. To receive a rebate, a recipient must be an individual whose family has an annual income at or below the state median income. Clients that may be eligible under the U.S. Department of Energy's Low Income Weatherization Program are not eligible for the rebate.

(3) An owner of a residential rental building with two or more units may also apply for a rebate. In that case, at least half of the tenant households in the building to be weatherized must have eligible incomes.

(4) Assistance on behalf of others. A third person may receive a rebate on behalf of any owner or tenant who would be eligible to receive a rebate, if such owner or tenant consents to the arrangement in writing. The third person shall comply with all requirements which would apply to the owner or tenant if he or she had received the rebate. The third person may receive the rebate in the form of a single grant in an amount equal to the sum of such grants which each owner or tenant could have received.

(5) In the case of a commercial building which has some residential living space, the following can qualify for a rebate:

(a) That part of the building used exclusively for residential; and

(b) In a centrally heated building, a prorated share of the cost of a heating system upgrade. This share shall be based on the percentage of residential to total square footage served by the heating system.

**EXAMPLE:** 1,000 square feet is commercial, 2,000 square feet is residential — 2/3 of the cost could qualify for the rebate.

(6) Relationship to low-interest loan. An applicant may apply for a 6.5 percent weatheri-

zation loan under ORS 469.715 to cover that part of the weatherization job not paid for by the rebate. However, an applicant may not receive a 6.5 percent loan for the full amount of the weatherization job and a 50 percent rebate for measures covered by the loan. If a loan is received for the full amount of the weatherization job, the rebate must be used to pay down the loan balance.

(7) Relationship to other publicly-subsidized loans. An applicant may apply for any other local, state or federal low-interest loan to cover that part of the weatherization job not paid for by the rebate. However, an applicant may not receive a publicly-subsidized low-interest loan for the full amount of the weatherization job and a 50 percent rebate for measures covered by the loan.

Stat. Auth.: ORS 469.040 & 469.165

Hist.: DOE 5-1983, f. & ef. 12-2-83; DOE 8-1984, f. & ef. 12-19-84; DOE 1-1987, f. & ef. 2-19-87; DOE 3-1987, f. & ef. 12-18-87; DOE 2-1991, f. & cert. ef. 10-14-91

### **Amount of Rebate**

**330-61-025** (1) The maximum amount of the rebate shall be determined by the Department based on:

(a) Amount of funds available; and

(b) Building type.

(2) The total improvement cost for energy conservation measures purchased and installed must be at least \$250 for the job to be eligible for a rebate.

(3) In some cases, a landlord may not wish to install energy conservation measures in all units within a building. To determine the building type, all dwelling units in the building must be counted. The rebate is only available for those units where energy conservation measures have been installed. All dwelling units sharing a common space conditioning system shall be considered part of the same residential building.

Stat. Auth.: ORS 469.040 & 469.165

Hist.: DOE 5-1983, f. & ef. 12-2-83; DOE 8-1984, f. & ef. 12-19-84; DOE 1-1987, f. & ef. 2-19-87; DOE 3-1987, f. & ef. 12-18-87; DOE 2-1991, f. & cert. ef. 10-14-91

### **Application Procedure**

**330-61-030** (1) Energy audit required:

(a) An applicant for a rebate must submit to the Department a copy of an energy audit for the building or dwelling unit for which a rebate is requested before the rebate is provided;

(b) A rebate will only be provided for energy conservation measures listed in OAR 330-61-010(9). The measures must be shown as cost effective in the audit to qualify for the rebate.

(2) Any expenditures for energy conservation measures made prior to receiving an energy audit shall not be eligible for a rebate.

(3) An applicant for a rebate must apply to the Department and receive approval before work on the project begins. However, the Department may waive this requirement if it places an undue hardship on the applicant.

(4) An applicant for a rebate should request bids from three contractors on the work. The Department may require that contractors use bid forms provided by the Department.

**OREGON ADMINISTRATIVE RULES**  
**CHAPTER 330, DIVISION 61 — DEPARTMENT OF ENERGY**

(5) Applicant certification. The applicant shall certify to the Department that:

(a) Their family income or the family income of their tenants meets the income limits specified in OAR 330-61-020(2);

(b) Financial resources are available to the applicant, which, when added to the rebate, will be sufficient to pay the full improvement cost of the energy conservation measures to be bought and installed;

(c) The rebate will be used to buy and install eligible energy conservation measures. This shall include a list of the measures installed, a statement that installation work is complete, the total costs of eligible measures installed, and shall be signed by the recipient and contractor(s), if any.

(6) A tenant must get prior written consent from the owner of the building or dwelling unit to be eligible to apply for a rebate for the installation of energy conservation measures.

(7) A third party applying for assistance on behalf of any owner or tenant who would be eligible to receive a rebate must get written consent from the owner or tenant before receiving a rebate on the owner's or tenant's behalf.

(8) A resident of a housing cooperative must get prior written consent from the cooperative corporation to be eligible to apply for a rebate for the installation of energy conservation measures.

(9) To be eligible for the rebate, the applicant must submit to the Department written permission to inspect the job to verify that the measures have been installed.

(10) Contractor requirements:

(a) All contractors who install energy conservation measures receiving a rebate must be registered with the Oregon Construction Contractor's Board. This requirement shall not apply to community action agencies acting as contractors;

(b) Contractors shall certify that neither they nor their suppliers (if any) are on the Consolidated List of debarred, suspended, and ineligible contractors prepared by the General Services Administration pursuant to the temporary rule published at **47 FR 43692** and any successor rule;

(c) Contractors shall certify the results of a combustion efficiency test for a new flame retention burner for which a rebate is requested. If the burner does not test at 80 percent steady state efficiency or greater, no rebate shall be given;

(d) Warranties:

(A) Basic Requirement:

(i) The contractor for the installation of energy conservation measures shall, in connection with such measures, warrant in writing that the recipient shall (for those measures found within one year from the date of installation to be defective due to materials, manufacture, design or installation) at a minimum be entitled to obtain, within a reasonable period of time and at no charge, appropriate replacement parts, materials or installation;

(ii) Any replacement parts or materials must be provided at the site of installation without charge for transportation and must be installed without charge by the contractor.

(B) Other law. This section shall not relieve a warrantor under this section from full compliance with federal and state laws applicable to war-

rancies, except to the extent that such law is inconsistent with the requirements of this section.

[**Publications:** The publication(s) referred to or incorporated by reference in this rule are available from the office of the Department of Energy.]

Stat. Auth.: ORS 469.040 & 469.165

Hist.: DOE 5-1983, f. & ef. 12-2-83; DOE 8-1984, f. & ef. 12-19-84; DOE 1-1987, f. & ef. 2-19-87; DOE 3-1987, f. & ef. 12-18-87; DOE 2-1991, f. & cert. ef. 10-14-91

### Payment of Rebate

**330-61-035** After receipt of all documents and certificates required by OAR 330-61-020 through 330-61-030, the Department shall issue a two-party check in the allowable rebate amount to the applicant and the applicant's designated contractor or supplier. The Department may also, at its discretion, issue a two-party check to the applicant and another person (such as a landlord or lending institution.) If no contractor or supplier is involved, or if the applicant has receipts showing that the contractor has been paid in full, the Department may issue a single-party check.

Stat. Auth.: ORS 469.040 & 469.165

Hist.: DOE 5-1983, f. & ef. 12-2-83; DOE 8-1984, f. & ef. 12-19-84; DOE 1-1987, f. & ef. 2-19-87; DOE 3-1987, f. & ef. 12-18-87; DOE 2-1991, f. & cert. ef. 10-14-91

### Post-Installation Inspections

**330-61-040** (1) A post-installation inspection complying with OAR 330-60-095 shall promptly be provided in at least ten percent of the dwellings which receive a rebate.

(2) A random sample of customers receiving the rebate shall be drawn by the Department for post-installation inspections.

(3) The Department may require that an inspection be completed before disbursing rebate funds.

Stat. Auth.: ORS 469.040 & 469.165

Hist.: DOE 5-1983, f. & ef. 12-2-83; DOE 8-1984, f. & ef. 12-19-84; DOE 1-1987, f. & ef. 2-19-87

### Penalties and Remedies

**330-61-045** (1) Any person who knowingly makes any false statement or misrepresents any material fact with respect to any rebate provided by the Department is subject under state law ORS 162.085 to a fine of not more than \$1,000, or imprisonment for not more than six months, or both, for each offense. Each false statement, material misrepresentation or failure to make a required disclosure or statement shall be a separate offense.

(2) Refusal by a rebate recipient to allow an inspection previously authorized in writing by the recipient, upon reasonable request by the department and at a reasonable time shall constitute grounds for the department to recover the full rebate amount from the recipient.

(3) Penalties in this sections are not exclusive. The penalties provided for in sections (1) and (2) of this rule shall be in addition to any civil or criminal fines or penalties applicable under law, including any applicable provisions of federal, state or local law.

**OREGON ADMINISTRATIVE RULES**  
**CHAPTER 330, DIVISION 61 — DEPARTMENT OF ENERGY**

---

Stat. Auth.: ORS Ch. 469  
Hist.: DOE 5-1983, f. & ef. 12-2-83; DOE 8-1984, f. & ef. 12-19-84; DOE 1-1987, f. & ef. 2-19-87; DOE 3-1987, f. & ef. 12-18-87

Repealed by 1-1987,  
f. & ef. 2-19-87]

**Retention of Records by Recipients**

**330-61-050** Recipients shall retain all records pertaining to the rebate application and the energy conservation measures for which the rebate was sought for a period of three years after the financial assistance is provided.

Stat. Auth.: ORS Ch. 469  
Hist.: DOE 5-1983, f. & ef. 12-2-83; DOE 8-1984, f. & ef. 12-19-84; DOE 1-1987, f. & ef. 2-19-87

**Other Requirements**

**330-61-055** [DOE 5-1983, f. & ef. 12-2-83;  
DOE 8-1984, f. & ef. 12-19-84;

**Applicability of Rules**

**330-61-060** These rules shall apply to all weatherization rebates funded by petroleum violation escrow funds. If the Department receives funds from HUD to pay for rebates under the Solar Energy and Energy Conservation Bank program, applicable HUD rules (24 CFR 1800) shall apply to such rebates.

[**Publications:** The publication(s) referred to or incorporated by reference in this rule are available from the office of the Department of Energy.]

Stat. Auth.: ORS Ch. 469  
Hist.: DOE 3-1987, f. & ef. 12-18-87



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103644

Amendment # -

<p><b>CLASS I</b></p> <input type="checkbox"/> Professional Services under \$25,000	<p><b>CLASS II</b></p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;"><b>REVENUE</b>  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-1</u> DATE <u>9/30/93</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b></p>
---	---	--

Department Social Services Division Housing Date August 27, 1993

Contract Originator Cilla Murray Phone 5464 Bldg/Room 161/2

Administrative Contact Cilla Murray Phone 5464 Bldg/Room 161/2

Description of Contract Oregon Department of Energy shall partially reimburse the Community Action Program Office for weatherizing low income homes.

RFP/BID # N/A-TGA Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

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

Contractor Name State of Oregon, Dept of Energy

Mailing Address 625 Marion Street NE

Salem OR 97310

Phone 378-4040

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

Effective Date July 1, 1993

Termination Date June 30, 1995

Original Contract Amount \$ \_\_\_\_\_

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

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

Total Amount of Agreement \$ 20,000

**REQUIRED SIGNATURES:**

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

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

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

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

Monthly \$ \_\_\_\_\_  Net 30

Other \$ Invoice  Other monthly

Requirements contract - Requisition required.

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

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

Encumber: Yes  No

Date 9 Sept 93

Date \_\_\_\_\_

Date 9/14/93

Date September 30, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	010	1730			2090			DOE	20,000	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

## INTERGOVERNMENTAL AGREEMENT

This agreement is between the Oregon Department of Energy, hereafter called Agency, and Multnomah County Department of Social Services, Housing and Community Services Division, Community Action Program Office, hereafter called CAPO or Contractor.

This agreement shall be in effect from July 1, 1993 through June 30, 1995.

### I. Statement of Work

CAPO will weatherize homes in the Portland Metro area. Agency will partially reimburse CAPO for weatherizing those homes that are oil heated, heated with oil and wood, or heated with wood only, provided that the total job cost is at least \$250 per dwelling. Matching funds shall be provided by CAPO. The maximum and minimum rebates allowed are set by the Agency in Oregon Administrative Rules 330-61-005 through 330-61-060. Repairs and maintenance may not be funded under this agreement.

CAPO agrees to accomplish the work described in the Statement of Work (Exhibit A), attached hereto and by this reference made a part hereof.

### II. Consideration

- A. Agency agrees to pay Contractor an amount not to exceed \$20,000 for performance of this agreement. This payment shall be the sole monetary obligation of the Agency and the Agency's obligation to pay is limited by the provisions of Section XI., Termination. Payment of all operating costs, federal, state, county or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of Contractor.
- B. The Agency will reimburse CAPO with oil audit assessment funds under the oil weatherization rebate program for 50 percent of the cost of eligible weatherization for income-eligible clients.

Interim payments will be made to CAPO on the basis of requests for payment submitted no more often than monthly.

The Agency will not reimburse Contractor for travel expenses incurred in the performance of this contract.

- C. All requests for payment must include a properly completed rebate application, energy audit, work order and Certification of Completion for each eligible client. Each application form must include estimated annual income and family size for each household for which funding is requested. Requests for payment shall include a breakdown of expenditures by weatherization measures. CAPO may sign forms for applicant when homeowner is not available.

- D. Project funds shall be divided between the two fiscal years. No more than \$10,000 may be expended during the fiscal year ending June 30, 1994.
- E. All audits, applications and estimates of work must be in the hands of the Project Officer by June 15 of each fiscal year to be eligible for payment. Total project fund obligations shall be reported to the Department by June 15 of each fiscal year.
- F. Contractor agrees to submit a final invoice for work completed under this agreement, not later than 45 days after the expiration date of this agreement. Due to restrictions imposed by the funding agency, the Department of Energy may be unable to pay invoices presented later than 45 days after the expiration date of this agreement.
- G. All requests for payment must be submitted to:

Gwen Barritt  
Oregon Department of Energy  
625 Marion Street NE  
Salem, OR 97310

- H. All requests for payment are subject to the approval of the Agency. Final payment will be made after final acceptance of all work.

III. Subcontracts

CAPO may enter into subcontracts for the work scheduled under this agreement with designated Action Agencies or licensed, bonded contractors with preference given to firms on the CAPO list.

IV. Publicity

Any publicity or advertising regarding the work performed under this agreement must be approved by the Project Officer and must acknowledge the support of the Oregon Department of Energy.

V. Project Officer

The Agency has designated Gwen Barritt as Project Officer for this agreement.

VI. Changes

No changes to or waivers of provisions of this agreement will be valid until they have been reduced to writing, approved and signed by both parties.

VII. Excuses for Non-Performance

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be foreseen or provided against. Either party may terminate the agreement, effective with the giving of written notice, after determining such delay or failure will reasonably prevent successful performance in accordance with the terms of the agreement.

VIII. Retention of Records and Reports

Contractor agrees to maintain records of costs and services provided to document the Project and fully support billings. All books, records and other documents relevant to this agreement shall be retained for:

- A. Three years after the end of the fiscal year during which they were created; or
- B. Any longer period which may be required to complete any audit or to resolve any pending audit findings.

It is the responsibility of the Agency to notify Contractor prior to the expiration of the three-year period specified in section A. of this article of any ongoing or pending audit which would require retention of records for a longer period.

IX. Access to Records

The Agency, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor and any subcontractors which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts. Records will be reviewed at least annually by the Agency.

X. Termination

- A. This agreement may be terminated by mutual consent of both parties, or by the Agency for any reason whatsoever upon 30 days' notice, in writing and delivered by certified mail or in person to Contractor.
- B. The Agency may terminate this agreement effective upon delivery of written notice to the Contractor or at such later date as may be established by the Agency, under any of the following conditions:

1. If Agency funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible, and when agreed upon, the agreement may be modified to accommodate a reduction in funds.
  2. If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this agreement.
- C. Any termination under paragraph A or B above of this Section shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- D. The Agency by written notice of default to Contractor may terminate the whole or any part of this agreement:
1. If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
  2. If Contractor fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the Agency, fails to correct such failures within 10 days or such longer period as the Agency may authorize.
- E. Waiver of any default shall not be deemed to be a waiver of any subsequent default.

XII. Non-Discrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

XIII. Funds Available and Authorized

The Agency certifies at the time this agreement is written that sufficient funds are available and authorized to finance the costs of this agreement within the Agency's Legislatively Adopted Budget for 1993-95.

XIV. Signatures

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES  
421 SW Fifth, 2nd Floor, Portland, Oregon 97204

By William B. Poney  
Manager, Community Action Program Office

8/31/93  
Date

MULTNOMAH COUNTY (Continued)

By Arden Craighead 8-27-93  
Director, Housing and Community Services Division Date

By Marilyn Stein September 30, 1993  
Chair, Multnomah County Board of Commissioners Date

REVIEWED:

LAURENCE KRESSEL, County Counsel  
Multnomah County, Oregon

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-1 DATE 9/30/93  
DEB BOGSTAD  
BOARD CLERK

By John D. Bay 9/14/93  
Assistant County Counsel Date

APPROVED:

STATE OF OREGON by and through its Department of Energy

By \_\_\_\_\_ Date \_\_\_\_\_  
Bruce Westerberg, Administrator  
Administrative Services Division

## STATEMENT OF WORK

The Community Action Program Office (CAPO) agrees:

1. To act as general contractor to install the eligible energy conservation measures for its eligible clients.
2. To perform all energy audits for homes funded under this project.
3. To complete the weatherization rebate application form for its clients and act as the "applicant" on behalf of its eligible clients if necessary. This will include determination of the following program eligibilities: anticipated household income; age and type of dwelling; space-heating fuel type; and eligible cost-effective energy conservation measures. Eligibility of measures must be based on the results of a CAPO energy audit.
4. In the case of a rebate application for a renter, to obtain written permission from the landlord to weatherize an eligible rental dwelling and provide a copy to the Agency with the application as soon as the job is completed.
5. To have Certification of Completion forms from approved applicants signed by an authorized representative of CAPO as well as the owner or renter applicant when possible.
6. Upon signing this agreement, to file with the Agency a list of authorized signatories. The completed and approved application form will serve as authorization to install eligible energy conservation measures.
7. To send the completed Certification of Completion to the Agency when the installation of energy conservation measures is complete to serve as substantiation for request for payment for that client's rebate. The Agency will make a final determination of the amount of the rebate based on the Certification of Completion form. The rebate check will be issued to CAPO acting as general contractor.
8. To report to the Agency on the results of completed inspections of oil- or wood-heated homes. Reports of inspections may be summarized monthly.
9. To provide the warranties required of all contractors under the State Home Oil Weatherization rebate program, and to certify that required manufacturers' warranties have been met.
10. To allow a designated representative of the Agency, or the US Department of Energy, as may be required, access to any office records used by CAPO in determining clients' eligibility for the rebate or otherwise pertaining directly to the program.
11. To keep all required records concerning clients' rebates for three years from the date of closure of this agreement.
12. The Agency may require status reports from CAPO as needed.

STATEWIDE INCOME LIMITS  
 for the  
 State Home Oil Weatherization (SHOW) Rebate Program  
 operated by the  
 OREGON DEPARTMENT OF ENERGY  
 Effective 5-10-93

HOUSEHOLD SIZE

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>
Maximum	\$26,180	\$29,920	\$33,660	\$37,400	\$40,392	\$43,384	\$49,386

MEETING DATE: SEP 30 1993

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

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

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

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

Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Bob Oberst TELEPHONE #: 248-3590

BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #15603.

Deed D940919 and Board Orders attached.

9/30/93 originals picked up  
BY BEVERLY SCOTT

BOARD OF  
COUNTY COMMISSIONERS  
1993 SEP 20 PM 4:42  
MULTNOMAH COUNTY  
OREGON

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: Robert Oberst Betsy Willia

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D940919 Upon Complete Performance of ) ORDER  
a Contract to ) 93-320  
JESSICA P. SAM )

It appearing that heretofore on May 29, 1991, Multnomah County entered into a contract with JESSICA P. SAM for the sale of the real property hereinafter described; and

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

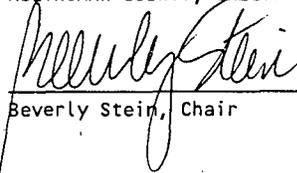
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

LAURELWOOD  
LOT 17, BLOCK 6

Dated at Portland, Oregon this 30th day of September, 1993.



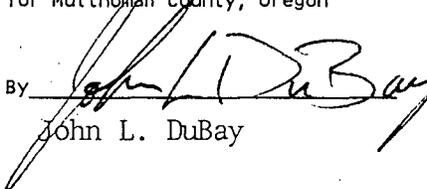
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By

  
John L. DuBay

DEED D940919

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JESSICA P. SAM, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LAURELWOOD  
LOT 17, BLOCK 6

The true and actual consideration paid for this transfer, stated in terms of dollars is \$22,600.00.

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

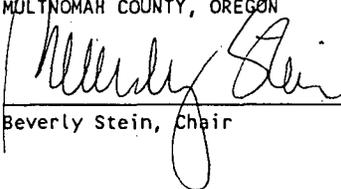
Until a change is requested, all tax statements shall be sent to the following address:

8230 SE YAMHILL  
PORTLAND OR 97216

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 30th day of September, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

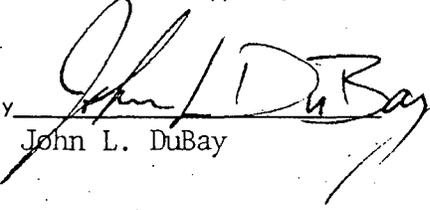
REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

DEED APPROVED:

F. Wayne George, Director  
Facilities and Property Management

BY

  
John L. DuBay

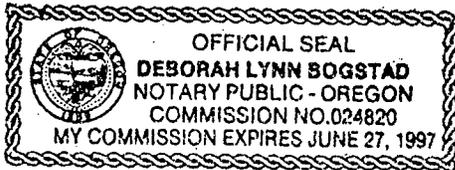
BY



STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 30th day of September, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: SEP 30 1993

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

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

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

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

Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Bob Oberst TELEPHONE #: 248-3590

BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #15469.

Deed D940920 and Board Orders attached.

9/30/93 originals picked up  
BY BEVERLY SCOTT

1993 SEP 20 PM 4:43  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: Robert Oberst Betsy Willia

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D940920 Upon Complete Performance of ) ORDER  
a Contract to ) 93-321  
RODGER EVENSON )

It appearing that heretofore on June 20, 1989, Multnomah County entered into a contract with RODGER EVENSON for the sale of the real property hereinafter described; and

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

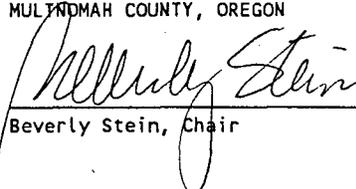
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

GLEN HARBOR  
EXC PT IN ST-EXC NLY 75', LOT 1, BLOCK 7.

Dated at Portland, Oregon this 30th day of September, 1993.

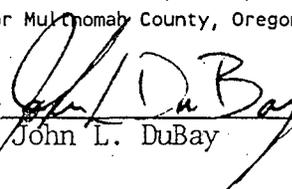


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
John L. DuBay

DEED D940920

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

GLEN HARBOR  
EXC PT IN ST-EXC NLY 75', LOT 1, BLOCK 7

The true and actual consideration paid for this transfer, stated in terms of dollars is \$5,300.00.

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

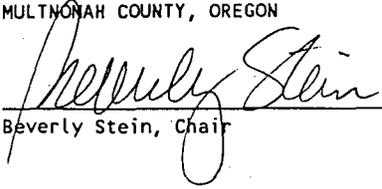
Until a change is requested, all tax statements shall be sent to the following address:

3535 SW CORBETT  
PORTLAND OR 97201

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 30th day of September, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.

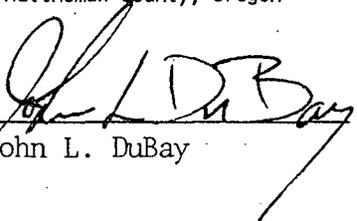


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

BY 

John L. DuBay

DEED APPROVED:

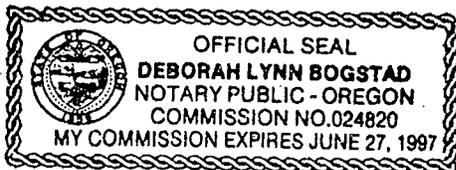
F. Wayne George, Director  
Facilities and Property Management

BY 

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 30th day of September, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: SEP 30 1993

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

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

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

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

Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Bob Oberst TELEPHONE #: 248-3590

BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #15330.

Deed D940921 and Board Orders attached.

9/30/93 originals picked up by  
BEVERLY SCOTT

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: Robert Cherot Betsy Willie

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 SEP 20 PM 4:43

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D940921 Upon Complete Performance of ) ORDER  
a Contract to ) 93-322  
GLEN R. SMITH )  
DORIS L. SMITH )

It appearing that heretofore, on February 25, 1986, Multnomah County entered into a contract with GLEN R. SMITH and DORIS L. SMITH for the sale of the real property hereinafter described; and

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

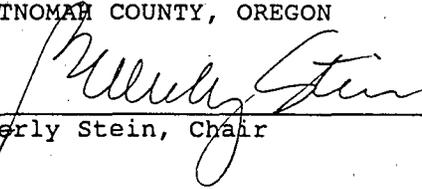
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the county of Multnomah, State of Oregon:

LADDS ADD  
LOT 3, BLOCK 5

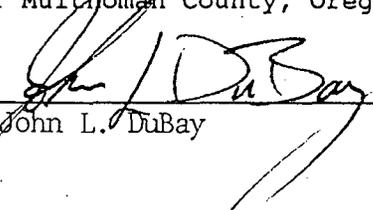
Witness my hand and the seal of the Board of County Commissioners of Multnomah County, Oregon, at Portland, Oregon this 30th day of September, 1993.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

By   
John L. DuBay

DEED D940921

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to GLEN R. SMITH and DORIS L. SMITH, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

LADDS ADD  
LOT 3, BLOCK 5

The true and actual consideration paid for this transfer, stated in terms of dollars is \$5,944.47.

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

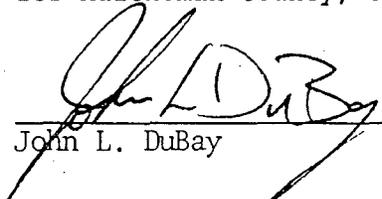
Until a change is requested, all tax statements shall be sent to the following address:

2020 SW BROADWAY #1  
PORTLAND OR 97201

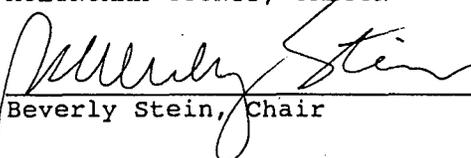
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 30th day of September, 1993, by authority of an Order of the Board of County commissioners heretofore entered of record.



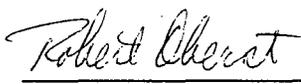
REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

  
John L. DuBay

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

DEED APPROVED:  
F. Wayne George, Director  
Facilities and Property Management

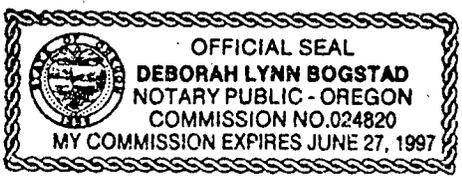
  
Robert Oberst

After recording, return to Multnomah County Tax Title (421/2nd floor)

STATE OF OREGON )  
 ) SS  
COUNTY OF MULTNOMAH )

On this 30th day of September, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: SEP 30 1993  
AGENDA NO: C-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Bob Oberst TELEPHONE #: 248-3590  
BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #15583.

Deed D940922 and Board Orders attached.

9/30/93 ORIGINALS PICKED UP BY  
BEVERLY SCOTT

SIGNATURES REQUIRED:

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

OR  
DEPARTMENT MANAGER: Robert Oberst Betsy Willia

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
1993 SEP 20 PM 4:43  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D940922 Upon Complete Performance of ) ORDER  
a Contract to ) 93-323  
HORACE GREEN )

It appearing that heretofore on January 8, 1991, Multnomah County entered into a contract with HORACE GREEN for the sale of the real property hereinafter described; and

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

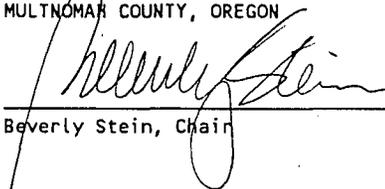
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

WILLIAMS AVENUE ADD  
E 1/2 OF LOT 8, BLOCK 12

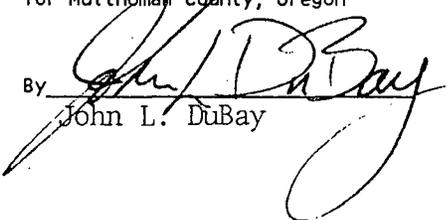
Dated at Portland, Oregon this 30th day of September, 1993.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

By   
John L. DuBay

DEED D940922

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

WILLIAMS AVENUE ADD  
E 1/2 OF LOT 8, BLOCK 12

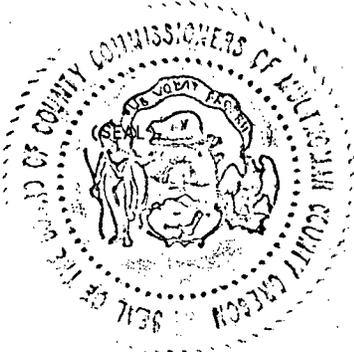
The true and actual consideration paid for this transfer, stated in terms of dollars is \$3,300.00.

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

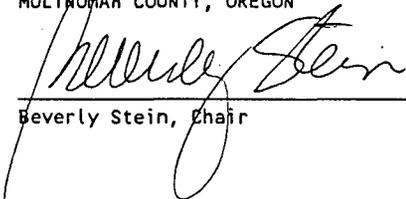
Until a change is requested, all tax statements shall be sent to the following address:

2936 NE 24TH AVE  
PORTLAND OR 97212

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 30th day of September, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

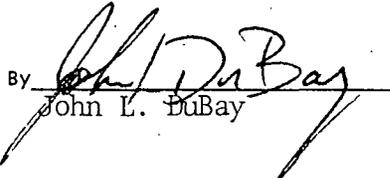
  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

DEED APPROVED:

F. Wayne George, Director  
Facilities and Property Management

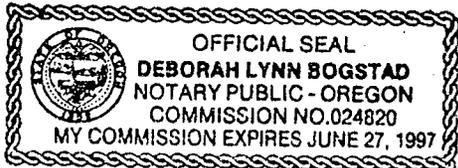
By   
John L. DuBay

By   
Robert Christ

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 30th day of September, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: SEP 30 1993

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

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

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

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

Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Bob Oberst TELEPHONE #: 248-3590

BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #15156.

Deed D940925 and Board Orders attached.

9/30/93 originals picked up  
By Beverly Scott

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 SEP 20 PM 4:45

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: Robert Oberst Betsy Wallis

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D940925 Upon Complete Performance of ) ORDER  
a Contract to )  
JAMES A. NELSON ) 93-324

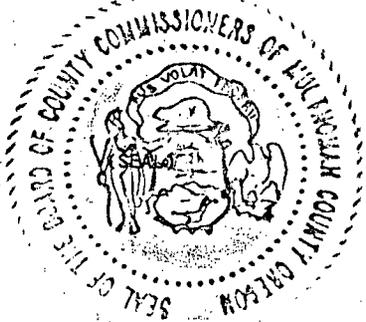
It appearing that heretofore on January 4, 1983, Multnomah County entered into a contract with JAMES A. NELSON for the sale of the real property hereinafter described; and

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

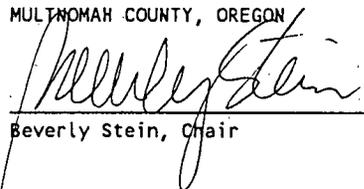
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

LADDS ADDITION  
LOT 28, BLOCK 25

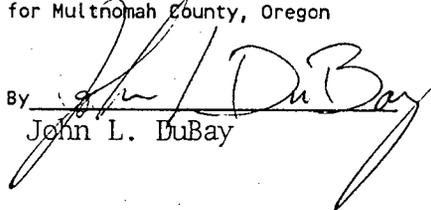
Dated at Portland, Oregon this 30th day of September, 1993.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

By   
John L. DuBay

DEED D940925

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JAMES A. NELSON, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LADDS ADDITION  
LOT 28, BLOCK 25

The true and actual consideration paid for this transfer, stated in terms of dollars is \$10,706.00.

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

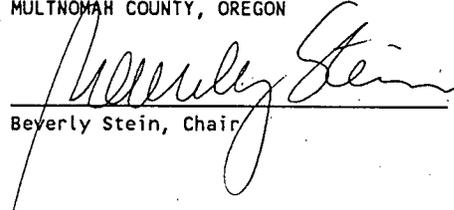
Until a change is requested, all tax statements shall be sent to the following address:

2565 NE 28TH AVE  
PORTLAND OR 97212-4917

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 30th day of September, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

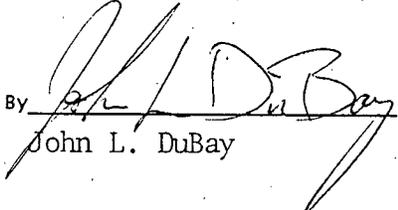
  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

DEED APPROVED:

F. Wayne George, Director  
Facilities and Property Management

By 

John L. DuBay

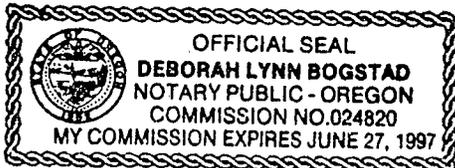
By 

After recording, return to Multnomah County Tax Title, Bldg 421, Second Floor

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH    )

On this 30th day of September, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: SEP 30 1993

AGENDA NO: C-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

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

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

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

Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Bob Oberst TELEPHONE #: 248-3590

BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #15686.

Deed D940926 and Board Orders attached.

9/30/93 originals picked up by Beverly Scott

1993 SEP 20 PM 4:43  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: Robert Oberst Betsy Willia

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D940926 Upon Complete Performance of ) ORDER  
a Contract to )  
WILLIAM C. REED ) 93-325

It appearing that heretofore on August 12, 1992, Multnomah County entered into a contract with WILLIAM C. REED for the sale of the real property hereinafter described; and

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

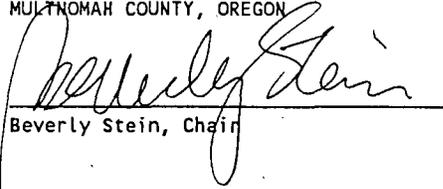
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

COLUMBIA HEIGHTS  
LOT 6, BLOCK 24

Dated at Portland, Oregon this 30th day of September, 1993.

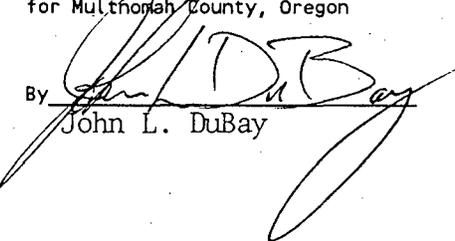


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By 

John L. DuBay

DEED D940926

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to WILLIAM C. REED, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

COLUMBIA HEIGHTS  
LOT 6, BLOCK 24

The true and actual consideration paid for this transfer, stated in terms of dollars is \$3,300.00.

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

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

PO BOX 12564  
PORTLAND, OR 97212

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 30th day of September, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

DEED, APPROVED:

F. Wayne George, Director  
Facilities and Property Management

BY

*John L. DuBay*  
John L. DuBay

BY

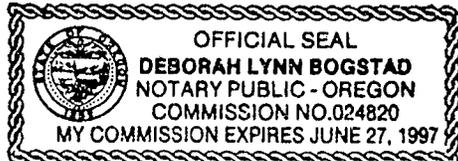
*Robert Abbott*

After recording, return to Multnomah County Tax Title, Bldg 421, Second Floor

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 30th day of September, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: SEP 30 1993

AGENDA NO: C-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

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

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

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

Amount of Time Needed: 5 MINUTES.

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Bob Oberst TELEPHONE #: 248-3590.

BLDG/ROOM #: 421/Second Floor.

PERSON(S) MAKING PRESENTATION: Bob Oberst.

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #15405.

Deed D940927 and Board Orders attached.

9/30/93 originals pickup  
By Beverly Scott

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: Robert Oberst Betsy Williams

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
1993 SEP 20 PM 4:43  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D940927 Upon Complete Performance of ) ORDER  
à Contract to )  
NOELL WEBB ) 93-326

It appearing that heretofore on July 17, 1987, Multnomah County entered into a contract with NOELL WEBB for the sale of the real property hereinafter described; and

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

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

CLOVERDALE EXTENSION & PLAT 2  
LOT 15, BLOCK 7

Dated at Portland, Oregon this 30th day of September, 1993.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By *John L. DuBay*  
John L. DuBay

DEED D940927

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

CLOVERDALE EXTENSION & PLAT 2  
LOT 15, BLOCK 7

The true and actual consideration paid for this transfer, stated in terms of dollars is \$5,000.00.

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

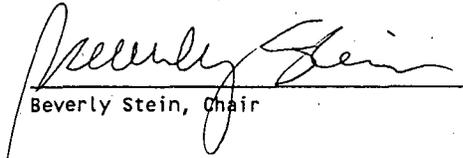
Until a change is requested, all tax statements shall be sent to the following address:

522 SW 5TH AVE #810  
PORTLAND OR 97204

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 30th day of September, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



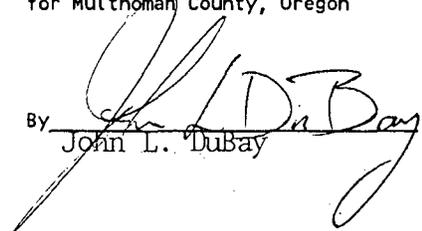
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By

  
John L. DuBay

DEED APPROVED:

F. Wayne George, Director  
Facilities and Property Management

By

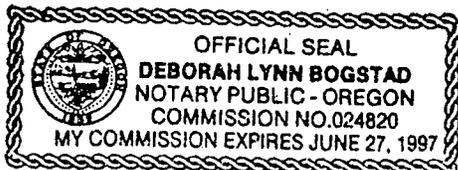


After recording, return to Multnomah County Tax Title, Bldg 421, Second Floor

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 30th day of September, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: SEP 30 1993

AGENDA NO: C-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

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

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

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

Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Bob Oberst TELEPHONE #: 248-3590

BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #13987.

Deed D940928 and Board Orders attached.

9/30/93 originals picked up  
BY Beverly Scott

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: Robert Oberst Gale Betsy Wallace

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
1993 SEP 20 PM 4:43  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D940928 Upon Complete Performance of ) ORDER  
a Contract to ) 93-327  
BESSIE A. BURNETTE )

It appearing that heretofore on June 30, 1978, Multnomah County entered into a contract with BESSIE A. BURNETTE for the sale of the real property hereinafter described; and

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

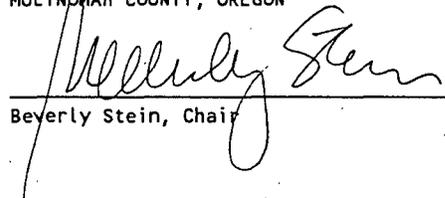
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

LINCOLN PARK ANNEX  
LOT 10, BLOCK 2

Dated at Portland, Oregon this 30th day of September, 1993.

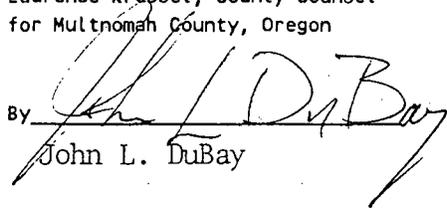


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By 

John L. DuBay

DEED D940928

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to BESSIE A. BURNETTE, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LINCOLN PARK ANNEX  
LOT 10, BLOCK 2

The true and actual consideration paid for this transfer, stated in terms of dollars is \$2,558.24.

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

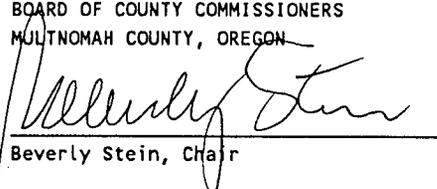
Until a change is requested, all tax statements shall be sent to the following address:

4407 NE 6TH AVE  
PORTLAND OR 97211-3903

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 30th day of September, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

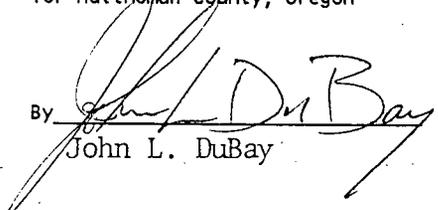
  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

DEED APPROVED:

F. Wayne George, Director  
Facilities and Property Management

By   
John L. DuBay

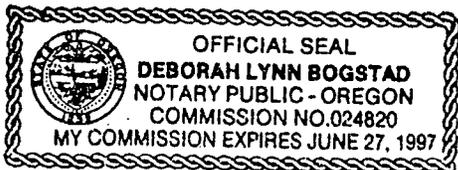
By   
Robert Christ

After recording, return to Multnomah County Tax Title, Bldg 421, Second Floor

STATE OF OREGON            )  
                                  ) SS  
COUNTY OF MULTNOMAH    )

On this 30th day of September, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

RECEIVED

SEP 15 1993

MEETING DATE:

SEP 30 1993

AGENDA NO:

R-1

MULTNOMAH COUNTY CHAIR

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Annual Report 1992-93

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: September 30th

Amount of Time Needed: 30 minutes 9:30 time certain

DEPARTMENT: CIC DIVISION:

CONTACT: John Legry TELEPHONE #: 3450 BLDG/ROOM #: 412/215 CIC

PERSON(S) MAKING PRESENTATION: Derry Jackson, Chair + John Legry

ACTION REQUESTED:

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

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

Presentation: given by Derry Jackson, Chair of CIC and John Legry, Exec. Dir.

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER: John Legry 9/13/93

MULTNOMAH COUNTY OREGON 1993 SEP 20 PM 12:29 BOARD OF COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*Do you have ideas on what your County should be? Express your thoughts in a way that will have impact!*

**YES!** You can make a difference, but you must be involved in the process.

**YES!** Together we can do it, hand in hand with every other citizen, using open, honest communication.

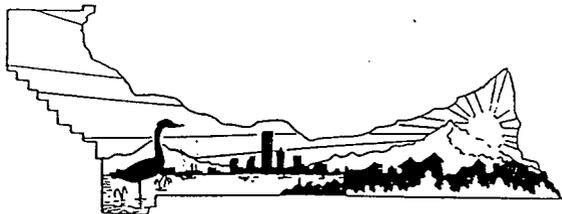
**YES!** We all need to join together:

- \* young and old
- \* rich and poor
- \* new citizen and fourth generation

**YES!** Pick a way to participate that fits your personal style:

- \* an individual act
- \* a group process
- \* information discovery
- \* informing others

*You are the government. You are responsible for how its business is conducted. If services are bad, if you don't feel safe, if you don't like what's going on, work to change it.*



### **LEARN:**

- \* How county business is conducted
- \* How money is spent
- \* What programs are funded and why

### **BE A RESOURCE:**

- \* Give testimony
- \* Provide research
- \* Use your influence

### **SERVE ON A BOARD OR COMMISSION.**

Be there - get into the action. The only effective citizen is an informed and involved citizen. If you want government to work, roll up your sleeves and get into the game.

### **JOIN THE CITIZEN INVOLVEMENT COMMITTEE (CIC)**

CIC was created by a vote of the people to guarantee their participation in county government.

### **Who makes up the CIC?**

Five citizen representatives from each of the four districts of the county and five at-large representatives of county boards and civic groups.

### **What is the mission of the CIC?**

1. To inform residents of their opportunities and rights in the decision-making processes of all aspects of county government;
2. To create meaningful Citizen Involvement opportunities;
3. To integrate citizens into the decision-making process.

*"Those who expect to reap the blessings of freedom must...undergo the fatigues of supporting it." - Thomas Paine, 1777.*

## **JOIN A CITIZEN BUDGET ADVISORY COMMITTEE (CBAC)**

As a resident of Multnomah County you have the right to say how you want your tax money to be spent; to plan for the future; to recommend programs, operations and policies; and, to advise on budget.

## **PARTICIPATE**

CITIZEN INVOLVEMENT COMMITTEE  
2115 S.E. MORRISON, #215  
PORTLAND, OREGON 97214  
(503) 248-3450

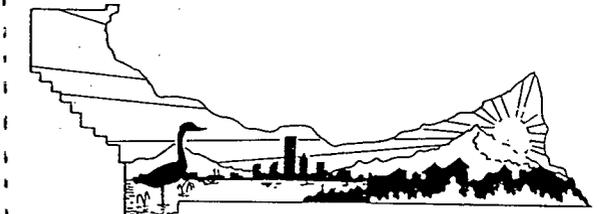
*YES! I'd like to know more about how I can become involved in county government.*

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please send more information on:

- |   |   |
|---|---|
| <input type="checkbox"/> Public Safety                | <input type="checkbox"/> Health         |
| <input type="checkbox"/> Social Services              | <input type="checkbox"/> Animal Control |
| <input type="checkbox"/> Libraries                    | <input type="checkbox"/> Parks          |
| <input type="checkbox"/> Finance                      | <input type="checkbox"/> Administration |
| <input type="checkbox"/> Corrections                  | <input type="checkbox"/> Youth Services |
| <input type="checkbox"/> Citizen Involvement          |   |
| <input type="checkbox"/> Other (Please specify) _____ |   |



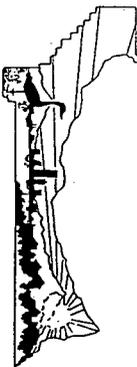
*"These are the times that try men's souls: The summer soldier and the sunshine patriot will, in this crisis, shrink from the service of his country; but he that stands it NOW, deserves the love and thanks of man and woman. Tyranny, like hell, is not easily conquered; yet we have this consolation with us, that the harder the conflict, the more glorious the triumph." — Thomas Paine, using a drumhead for a desk, Valley Forge, Pennsylvania, 1776.*

**BE AN ACTIVE CITIZEN**

CITIZEN INVOLVEMENT COMMITTEE  
 2115 S.E. MORRISON, #215  
 PORTLAND, OREGON 97214  
 (503) 248-3450

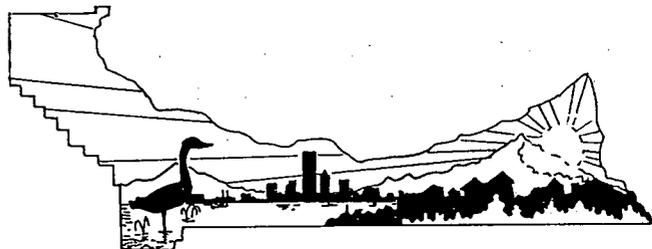
PLACE STAMP  
 HERE  
 Without First  
 Class Stamp  
 Post Office  
 Will Return  
 Mail To You

M 903  
**CITIZEN INVOLVEMENT  
 COMMITTEE**  
**Multnomah County**  
 (503) 248-3450  
 2115 S.E. Morrison, #215  
 Portland, OR 97214



**ARE YOU ON OUR MAILING LIST?**

BULK RATE  
 U.S. POSTAGE  
 PAID  
 PORTLAND, OR  
 PERMIT NO. 5522



**CITIZEN INVOLVEMENT  
 COMMITTEE**  
**Multnomah County**

**Winner: National Assn. of Counties  
 Achievement Award**



*"I know of no safe depository of the ultimate powers of society but the people themselves." -- Thomas Jefferson, 1821.*

# **CITIZEN INVOLVEMENT COMMITTEE**

## **Multnomah County**

*Winner: National Assn. of Counties Achievement Award*



**Annual Report**  
**FY 1992 - 93**

## CIC MEMBERSHIP ROSTER

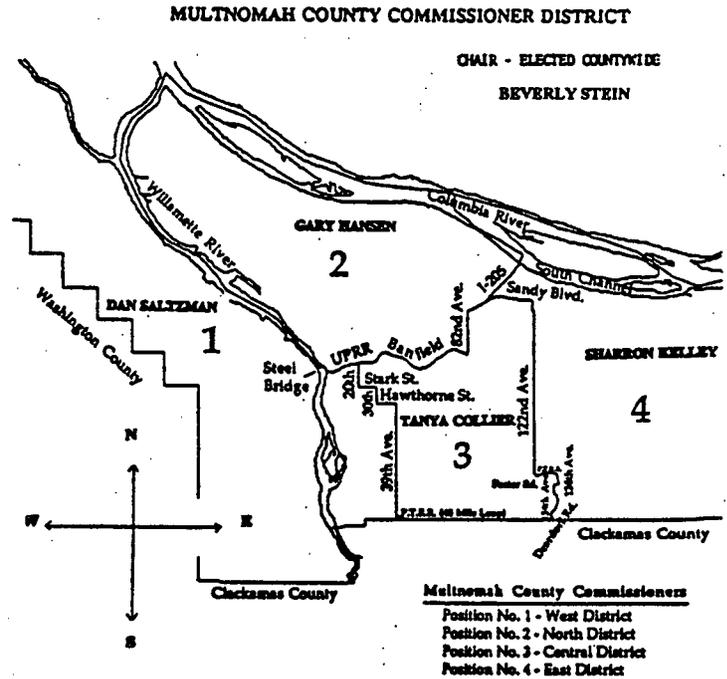
1992-93

**MEMBER**

Al Armstrong  
 Robin Bloomgarden  
 Margaret Boyles  
 Pat Bozanich  
 Gail Cerveney  
 Katherine Cheney  
 Michael Dehner  
 Hal Elston  
 Steve Fulmer  
 Jane Gordon  
 Bruce Greene  
 Judy Hadley  
 Winzel Hamilton  
 Derry Jackson  
 Don MacGillivray  
 Angel Olsen  
 Jim Regan  
 Chris Scarzello  
 Michael Schultz  
 David Soloos  
 James Taylor  
 Nancy Wilson  
 Mike Zollitsch

**REPRESENTING**

Dist. 2  
 Dist. 3  
 Dist. 3  
 Dist. 2  
 Dist. 4  
 Dist. 1  
 Dist. 1  
 Dist. 1  
 At Large  
 At Large  
 At Large  
 Dist. 1  
 At Large  
 Dist. 2  
 Dist. 1  
 Dist. 4  
 At Large  
 Dist. 1  
 Dist. 2  
 Dist. 2  
 Dist. 3  
 Dist. 4  
 Dist. 2



**OFFICERS, FY1992-93**

**Michael Schultz, Chair**  
**Pat Bozanich, Vice-Chair**  
**Robin Bloomgarden, Secretary**  
**Angel Olsen, Treasurer**

**OFFICERS-ELECT, FY1993-94**

**Derry Jackson, Chair**  
**Angel Olsen, Vice-Chair**  
**Robin Bloomgarden, Secretary**  
**Don MacGillivray, Treasurer**

**STAFF**

Gloria Fisher - Staff Assistant  
 John Legry - Executive Director  
 Carol Ward - Legislative Administrative Secretary

**OFFICE OF CITIZEN INVOLVEMENT**  
**Multnomah County Citizen Involvement Committee**  
 2115 S.E. Morrison, #215  
 Portland, Oregon 97214  
 (503) 248-3450; FAX: 248-3048



**MULTNOMAH  
COUNTY**

# Citizen Involvement Committee

---

2115 SE MORRISON

PORTLAND, OREGON 97214

248-3450

**1 August 31, 1993**

**TO: BEVERLY STEIN, CHAIR BOARD OF COUNTY COMMISSIONERS**

**Commissioner Collier**

**Commissioner Hansen**

**Commissioner Kelley**

**Commissioner Saltzman**

**FM: Derry Jackson, Chair, CIC**

**RE: CIC ANNUAL REPORT, FY92-93**

The following information is presented in fulfillment of Ordinance #664 which requires CIC to report annually to the Board of County Commissioners on work in progress, completed, etc.

CIC has just concluded a packed program year and anticipates the same in the coming fiscal year. We are currently carrying thirty-nine projects and our members seem at no loss for fresh ideas on how to improve connections between citizens and their government.

We particularly thank you for your friendship and support. We share a commitment to a genuine and effective citizen program. We look forward to continued cooperative activity with you and county officials.

If you have questions or concerns, please feel free to call me 248-3450.

Thanks for your time and attention.

**CC: District Attorney Mike Schrunk**

**Sheriff Robert Skipper**

**Auditor Gary Blackmer**

**CIC**

## TABLE OF CONTENTS

<b>Program Highlights Summary</b>	<b>pgs. 2-3</b>
<b>Outreach Committee</b>	<b>pg. 4</b>
<b>Central citizen Budget Advisory Committee (CCBAC)</b>	<b>pgs. 5-7</b>
<b>Needs &amp; Visions Committee</b>	<b>pg. 8</b>
<b>County <u>CONDUIT</u> Committee</b>	<b>pg. 9</b>
<b>Affirmative Action Statistics</b>	<b>pg. 10</b>
<b>Volunteer Contribution (hours/cash value)</b>	<b>pg. 10</b>
<b>CIC Project Summary List</b>	<b>pg. 11</b>

### MISSION STATEMENT:

**The Citizen Involvement Committee (CIC) serves to:**

- 1. Inform residents of Multnomah County of their opportunities and rights in the decision-making process of all aspects of county government;**
- 2. Create meaningful citizen involvement opportunities; and,**
- 3. Integrate citizens in the decision-making processes of their government.**

**CIC does not involve itself in the merits of the issues, but in the merits of the processes which shape the issues.**

**CIC works so that citizen concerns are heard and accounted for early in the formal decision-making process for optimum effect.**

**CIC works with citizen boards, commissions, task forces, associations, ad hoc groups and individuals to help our elected officials exercise home rule authority.**

**ANNUAL REPORT - FY1992-3  
Citizen Involvement Committee  
Multnomah County**

**Program Highlights  
SUMMARY**

- A. TECHNICAL ASSISTANCE (COUNTY DEPARTMENTS):** CIC provided assistance to county departments in formation of new citizen boards: Bicycle and Animal Control Advisory Committees.
- B. NACo VOLUNTEER PROGRAM:** Representing Multnomah County and CIC, Executive Director continues to assist planning, development and implementation of the National Association of Counties Volunteerism Project, training county officials in volunteer program benefits, practices and trends. The NACo Volunteer Task Force will conduct three workshops at the Chicago Annual NACo Conference, July '93 and an interactive video workshop in September.
- C. GOVERNOR'S TASK FORCE ON LOCAL GOVERNMENT:** Representing the CIC, Executive Director participated in Task Force meetings. CIC repeats its earlier advice from its Semi-annual Report FY92-3: a central process mechanism - which includes an active citizen participation component - should be created to process all interjurisdictional changes in government service and service delivery.
- D. METRO REGIONAL CITIZEN INVOLVEMENT COMMITTEE:** CIC participated in forming the new METRO Committee for Citizen Involvement. CIC member Gail Cerveny of Gresham is METRO CCI's first chairperson. METRO CCI networks with 183 citizen participation organizations in Multnomah, Clackamas and Washington counties.
- E. OUTREACH SUBCOMMITTEE:**
1. Developed a new grassroots newsletter Citizens Involved - two issues distributed;
  2. Revised and re-issued the Citizen Involvement Handbook - including "County Phone List" for most called numbers - with tips on testifying, public meeting law, Board of County Commissioner procedures, etc. - CIC will develop other process "tools" for general citizen use;
  3. Cooperated with County Elections to produce a citizen involvement "advertisement" for inclusion in the Voters Pamphlet - CIC will work with County Elections to print this notice with each voters pamphlet edition;
  4. Compiled grassroots organizations directory to aid networking;

5. Developed County "Bluebook" scheduled for fall FY93-94 distribution; and,
  6. Developed and published a CIC Brochure for general recruitment of citizens to boards, commissions, task forces and steering committees of the county.
- F. CBAC/CENTRAL CBAC Produced:**
1. Dedicated Fund Report on Sheriff's funds;
  2. Annual budget committee reports;
  3. Central CBAC countywide report;
  4. Created new Support Services CBAC, spreading workload in Non-departmental area;
  5. Worked with Health Department and Social Services to create two CBACS serving those department;
  6. Continues to invite the Library to participate in the CBAC program.
- G. CITIZEN TRAINING:** County Extension and Oregon State University developed a citizen training package for building community leadership skills. This package was used successfully with delegates to the Citizens' Convention and for CIC members. A larger offering will be made to Metro CCI, and members of Multnomah County advisory groups.
- H. PUBLIC SAFETY 2000:** Administrative participation in Public Safety 2000 project. While the Board has formally accepted the project report, Public Safety 2000 significantly diverges from other citizen recommendations dealing with merger, consolidation and related public safety issues (JBAC Reports of May and December 1991; Citizens' Convention, 1992; Chair McCoy's Committee on Governance; etc.). Public Safety 2000 was not an open citizen participation process, but an ad hoc committee of business and municipally-dominated interests. THEREFORE, CIC ADVISES THE BOARD TO CAREFULLY EVALUATE IMPACT TO THE COUNTY OF ANY SERVICE CHANGES RECOMMENDED BY PUBLIC SAFETY 2000, including the possibility of adding citizen review through CBACs and formal public hearing, if necessary.
- I. CITIZENS' CONVENTION:** Facilitated Citizens' Convention Steering Committee, including its report to the Board and ordinance assistance, as requested. NOTE: The Convention is NOT a CIC project. CIC assisted the volunteer citizen delegates within its charge to facilitate citizen advisory process generally. However, the Convention is a separate, self-governed group, enabled by separate County Ordinance which sunsets December 30, 1993.
- J. ADVISORY INFORMATION: GLADYS MCCOY AWARD.** This award will honor a single, outstanding citizen activist/volunteer - a fitting annual way to remember a good friend, public servant and citizen. Board members may wish to participate in the selection process in January 1994. Details will be submitted this Fall.

**FY1992-93**  
**OUTREACH COMMITTEE**

**1992-3 Membership: Angel Olsen, Chair; Gail Cerveny; Steve Fulmer; Jim Regan; Nancy Wilson.**

**Projects completed:**

- \* **Update and reprint of Citizen Involvement Handbook.** The Handbook has already become often-used and requested by elected officials and employees of the county, as well as neighborhood and citizen organizations. This little book is an important first contact for citizens with their government.
- \* **Collated Multnomah County Citizen Participation Organizations Directory.** The directory will provide a single source of information for citizens seeking ways to become active within the community. The directory is scheduled for print in 1994. It may become the basis of a cooperative project with the City of Portland Office of Neighborhood Associations.
- \* **Advertisement for citizen involvement in County Elections Voters' Pamphlet.** During the Primary and General Elections, CIC's advertisement in the Voters Pamphlet generated so many phone calls that CIC had to add extra phone help - not only to deal with citizens seeking to connect with CIC, but also from individuals seeking information about the elections. CIC used this opportunity to cooperate with County Elections, receiving training in common Elections information, and relieving at least part of the burden on the Elections Office staff.
- \* **Update and reprint of CIC brochure encouraging citizen volunteerism.** The brochure is an advertisement and recruitment piece. It has a mailer section to provide a measure of its own effectiveness. The brochure lists a variety of ways in which citizens can participate in their government.
- \* **Developed and published first two issues of Citizens Involved newsletter, designed to network citizen participation organizations countywide.** Because CIC's CONDUIT publication is limited primarily to budget and service information, Outreach developed Citizens Involved. With a first-time distribution of 2500 pieces, the newsletter received favorable response. Citizens Involved profiles specific neighborhood or community groups, Multnomah County CIC and METRO CCI, providing citizens with a sense of the relationships between the varying citizen and governmental groups. New columns during the next fiscal year will include profiles of county boards and commissions, and assist networking among the County's existing formal advisory groups.

**FY1992-1993**

**CENTRAL CITIZEN BUDGET ADVISORY COMMITTEE (CCBAC)**

**1992-3 Membership:** Pat Bozanich, Chair; Mike Zollitsch, Dedicated fund Coordinator; Mark Jones (DES); Al Armstrong (DCC); Jack Pessia (DA); Pat Lorenz (Non-dept.); Winnie Francis (DSS); Bobbi Gary (DSS); Jane Jouett (Auditor); Lora Crestwick (Sheriff); Margaret Boyles (Sheriff); Gary Hancock (Support Svcs); Elenore Matthews (Community Health Council).

The Central Citizen Budget Advisory Committee is made up of elected representatives from the eight individual Citizen Budget Advisory Committees (CBACs) and a chair appointed by the Citizen Involvement Committee. It meets the third Thursday of each month and as necessary. Its role is to coordinate the activities of the CBACs and to provide cross-departmental policy and budget recommendations.

**OVERVIEW:** The Central CBAC had a busy year. Central CBAC and CBAC members reviewed 10 dedicated funds; participated in internal and county reorganization that created new departments and CBACs; and improved communications within and between CBACs through providing orientation for new members, CBAC chairs and county department heads. Members also participated in the new county budget process.

The CBACs functioned very well this year. Most CBACs met on a regular basis throughout the year, produced their recommendations on time, and actively participated in budget hearings. All CBACs were at full membership and, with the exception of the Department of Community Corrections CBAC, participation was excellent. The Department of Community Corrections CBAC was plagued with absences and suffered from poor intra-departmental communication. The Central CBAC will provide leadership in reorganizing this CBAC.

The Sheriff's CBAC deserves a word of commendation. With all new members, the CBAC did an excellent job. They continue to meet twice a month, visiting all the various programs and offices under the Sheriff's administration and are looking forward to meeting with the City of Portland's Police Bureau Advisory Committee.

CBAC Chairs elected were: Sheriff CBAC - Lora Crestwick who later resigned due to family illness; DA - Mike Williams; Auditor - Derry Jackson; Non-Departmental - Dick Levy; DES - Mike Zollitsch; DCC - Al Armstrong; DSS - Bobbi Gary and Winnie Francis; Support Services - Bruce Greene.

**ORIENTATION/CHAIR'S MEETINGS:** A well-attended orientation for new and returning members was held in October. Speakers were Auditor Gary Blackmer, Budget Officer Dave Warren and CIC Chair Michael Schultz. A meeting with CBAC chairs was held to discuss their roles and responsibilities.

CCBAC Chair Pat Bozanich met with BCC Chair Gladys McCoy and the Department Heads to explain the CBAC process and to answer any questions.

**DEDICATED FUND REVIEW:** The 10 dedicated funds administered by Sheriff, District Attorney's Office and Department of Community Corrections were reviewed and recommendations forwarded to the Board of County Commissioners. This project was headed by Mike Zollitsch, Vice-Chair of the Central CBAC.

This year the Central CBAC again formed sub-committees to review the individual funds. Ten Central CBAC members, five CBAC members and two volunteers were involved in this project.

The Central CBAC has been reviewing dedicated funds for five years. As the funds are based on a four-year cycle, this is the first year that committees were able to refer to previous reports to determine what changes in use and administration had occurred over time. They were also able to follow up any action on previous recommendations. The ability to track fund activity over time provided added depth to this year's recommendations.

The breadth of this year's report was also expanded, with some teams visiting facilities and meeting with the Auditor, in addition to interviewing department staff. However, because of the number and complexity of the funds, the report was late and was not presented orally to the Board of County Commissioners.

**STRUCTURAL CHANGES:** Recent County reorganization initiated several changes in the CBAC structure. These changes have not yet been formalized by ordinance. In fiscal 1993-94, we will submit an amendment to the CBAC ordinance to bring the CBAC structure into conformity with current county organization.

The Health Division was separated from the Department of Human Services to create a new Health Department. The Central CBAC is working with the Community Health Council, a standing advisory committee mandated by federal regulation, to make the necessary changes in both ordinances and by-laws that will allow that group to become the Health Department CBAC. The Health Council has elected a representative to the Central CBAC.

When the Department of General Services was eliminated two years ago, the countywide administrative support services administered by that department were assigned to the Chair's Office. This placed them under the jurisdiction of the Non-Departmental CBAC. The Non-Departmental CBAC already had a full plate of diverse fare. It seemed reasonable for a separate CBAC to have responsibility for the support services area, so a Support Services CBAC was formed. This CBAC will oversee county-wide services now administered through the Chair's Office. This new CBAC functioned during the 1992-93 year although it has not been created by ordinance. The members were appointed by the

## Citizen Involvement Committee.

Two other items will be included in the ordinance amendment. They are: the Department of Human Services was renamed the Department of Social Services; the Department of Social Services CBAC (CAB) no longer has a representative selected by the Community Health Council but has a representative of the Housing and Community Development Division's Community Action Commission.

The Library continues to operate separately from the CBAC structure. Although the ordinance establishing the Library Board designates it as a CBAC, it does not conform to the CBAC ordinance and has never participated in Central CBAC.

**BUDGET BRIEFINGS:** The County revised its budget process this year to encourage a more open, program-oriented approach to budget decision-making. For the first time, the departments presented their budget proposals to the entire Board of County Commissioners in open meeting. The CBACs were invited to participate. Members from all CBACs except the DA CBAC attended their departments' briefings and were able to ask questions or make recommendations to the Board.

Central CBAC members also participated in the briefings, attending hearings for departments not their own. They were able to ask questions or make suggestions from a cross-departmental perspective.

The Central CBAC and CBAC members who participated in the new budget hearings process were positive about the results. They appreciated the opportunity to provide input at the time of the departmental presentation. They were able to hear the questions and comments of the Commissioners which added to their knowledge of the department and of the functioning of county government.

This year the budget process included program budgets, which made it easier to understand and to trace the movement of funds. This was also seen as a welcome improvement.

**BUDGET RECOMMENDATIONS:** Budget Recommendations were received from all CBACs and published with the Central CBAC and Dedicated Fund reports. Reports were distributed to BCC, departments, elected officials, budget office, Citizen Involvement Committee and CBAC members, and press. **(CBAC Report is available on request from Office of Citizen Involvement, 248-3450, 2115 S.E. Morrison, #215, Portland, OR 97214).**

FY1992-93  
NEEDS & VISIONS COMMITTEE

**1992-3 Membership: Michael Schultz, Chair; Derry Jackson; Don MacGillivray; Winzel Hamilton.**

- \* **Produced "1992 Citizen Involvement Committee Visions Survey" in support of Citizens' Convention delegates.**

The survey reproduced CIC's successful FY89-90 VISIONS survey. While scores were lower overall, citizen priorities remained relatively consistent between the two surveys, although economic considerations advanced slightly over environmental concerns in the second survey. "Access to Health Care for Everyone" was the highest priority from the 1992 Survey.

- \* **With the advent of program budgeting and performance measures, the NEEDS committee will concentrate a portion of its efforts in the coming year on the identification of reasons why many citizens don't participate in their governance and what incentives might be created to encourage such participation.**

- \* **Development of a strategy for interesting and involving youth in citizen participation was identified as "key need" area.**

Oregon currently lacks a defined civics curriculum in middle and high schools which addresses state and local government functions. The Committee will look into the possible creation of such a curriculum in FY93-4.

**FY1992-93**  
**COUNTY CONDUIT COMMITTEE**

**1992-3 Membership: Michael Schultz, Chair.**

**Project Highlights:**

- \* Two issues of the CONDUIT were published this fiscal year instead of four, since part of the CONDUIT budget was used to establish a CIC newsletter for grassroots organizations.
- \* The first issue, published in December, included the resolutions adopted by the Citizens' Convention, with brief explanations of the existing county policy or program.
- \* The second issue was an overview of revenue and the budget by Budget Officer Dave Warren and articles on county programs written by their directors, or CIC staff.
- \* Approximately 2,000 copies of each issue were mailed and the remainder distributed to County and City agencies, offices, community centers, neighborhood offices, senior and youth centers, libraries, restaurants, stores, bookstores, other gathering places and meetings. The second issue on revenue, budget and county programs was particularly well-received.

## AFFIRMATIVE ACTION STATISTICS

1992

CBACS

65 members (8 committees)  
 11 African American  
 3 Native American  
 3 Hispanic American  
 2 Asian American  
 24 women  
 2 disabled

Central CBAC

13 members  
 3 African American  
 7 women

CIC

23 members  
 3 African American  
 10 women  
 1 disabled  
 —

1991

CBACS

50 Members (8 committees)  
 5 African American  
 1 Native American  
 —  
 —  
 14 women  
 2 disabled

Central CBAC

9 members  
 —  
 1 woman

CIC

19 Members  
 1 African American  
 11 women  
 1 disabled  
 1 Native American

### VOLUNTEER CONTRIBUTION

<u>Activity</u>	<u>Hours per year</u>	<u>Cash Value Contribution</u>
-----------------	-----------------------	--------------------------------

CIC	720	\$ 36,000
Executive Comm.	180	9,000
Outreach Comm.	288	14,400
Needs Comm.	<u>48</u>	<u>2,400</u>
ST: 1,236		61,800

CCBAC	106	5,300
CBAC (8 Comm.)	1,704	85,200
Dedicated Fund	100	5,000
Training	64	3,200
BCC Budget Mtgs	<u>126</u>	<u>6,300</u>
ST: 2,100		105,000

SPECIAL PROJECTS:

Volunteer Awards	27	1,350
METRO CCI	72	3,600
Training	60	3,000
Special Events	120	6,000
Other	<u>120</u>	<u>6,000</u>
ST: 399		19,950

**GRAND TOTALS: 3,735 HRS      \$186,750 VALUE**

\* "Cash Value" - National Assn. of Counties standard for policy advisors - \$50/hr.

### **CIC PROJECT SUMMARY LIST, FY1992-93**

The Citizen Involvement Committee set a number of project goals for itself at the beginning of FY1992-93. The summary below presents some of the most significant of these:

- \* **Maintain a viable CBAC process. (See CBAC Report, pgs. 5-7).**
- \* **Maintain Central CBAC as oversight committee. (See CBAC Report, pgs. 5-7).**
- \* **Maintain and fund CIC. CIC was funded at its request level by the Board of County Commissioners.**
- \* **Design and implement a needs assessment survey. (See Needs and Visions, pg. 8).**
- \* **Hold Public Citizen Opinion Forums. CIC held a Candidates Fair on June 3, 1993 in which county citizens were able to meet one-on-one with six of the nine candidates competing for Chair of the Board of County Commissioners. Participating candidates were: Beverly Stein; Vern Cook; Hank Miggins; Paul McCoy; Clara Peoples; and, Patrick Lawrence.**
- \* **Identify all citizen groups in the county. (See Outreach, pg. 4).**
- \* **Create and disseminate a general citizen newsletter. (See Outreach, pg. 4).**
- \* **Update Citizen Involvement Handbook. (See Outreach, pg. 4).**
- \* **Update Citizen Involvement recruitment brochure. (See Outreach, pg. 4).**

MEETING DATE: SEP 30 1993

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with the Oregon Department of Transportation providing for the maintenance of Portland area ODOT vehicles and equipment by Multnomah County Fleet Services.

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

REGULAR MEETING: Date Requested: September 23, 1993  
Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: F.R.E.D.S.

CONTACT: Tom Guiney TELEPHONE #: 248-5353  
BLDG/ROOM #: 425/FREDS

PERSON(S) MAKING PRESENTATION: Tom Guiney

ACTION REQUESTED:

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

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

This intergovernmental agreement between ODOT and Multnomah County would allow Multnomah County to maintain and repair ODOT vehicles and equipment and be reimbursed for those services. This arrangement is intended to improve the cost effectiveness and turnaround time for ODOT required repairs and spread some of the County's fixed overhead costs over a broader base without increasing other administrative costs.

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: Betsy Williams

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
SEP 20 PM 4:42

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

Contract # 300704  
Amendment # \_\_\_\_\_

MULTNOMAH COUNTY OREGON

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR B Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>R-2</u> DATE <u>9/30/93</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
--	---	---

Department Environmental Services Division F.R.E.D.S. Date September 13, 1993

Contract Originator Tom Guiney Phone 248-5353 Bldg/Room #425/F.R.E.D.S.

Administrative Contact Tom Guiney Phone 248-5353 Bldg/Room #425/F.R.E.D.S.

Description of Contract Intergovernmental Agreement with the Oregon Dept. of Transportation providing for the maintenance of Portland area ODOT vehicles and equipment by Multnomah County Fleet Services.

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

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

Contractor Name Oregon Dept. of Transportation

Mailing Address 2800 State Street  
Salem, OR 97310

Phone 378-2602

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

Effective Date Upon Execution

Termination Date June 30, 1998

Original Contract Amount \$ 100,000.00 per biennium

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

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

Total Amount of Agreement \$ 100,000.00 per biennium

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

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

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

Monthly \$ \_\_\_\_\_  Net 30

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

Requirements contract - Requisition required.

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

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

**REQUIRED SIGNATURES:**

Department Manager *Wm Betty H. Williams*

Purchasing Director *Ph L DuBay*  
(Class II Contracts Only)

County Counsel *Murray*

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

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

Encumber: Yes  No

Date 9/15/93

Date \_\_\_\_\_

Date 9/17/93

Date September 30, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJ/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	401	030	5900			2353					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

## INTER-GOVERNMENTAL AGENCY AGREEMENT

This agreement is made and entered into by and between the State of Oregon, Department of Transportation, Support Services Branch, hereafter called ODOT, and Multnomah County. The Agreement is entered into under the authority granted in ORS, Chapters 190 and 366.

### Statement of Agreement

Multnomah County agrees to furnish the following services and/or work under this Agreement through its repair facilities located at 1620 SE 190th Avenue, Portland, OR 97233:

1. Provide equipment and vehicle services to ODOT equipment and vehicles through Multnomah County repair facilities, including fuel, lubrication, and repair services for equipment and vehicles operating in the Portland area when mutually scheduled.
2. Perform preventive maintenance and repair on ODOT equipment and vehicles in accordance with industry standards, Oregon State fleet standards and ODOT Policies, Procedures and Directives (as of Agreement date).

### Consideration

#### A. Prices/Services

Terms of this Agreement include payment to Multnomah County for services rendered on the following basis:

- \* Prices charged for oil, lubrication, and parts will be equal to 120% of the direct acquisition cost for oil, lubrication and parts consumed by ODOT equipment and vehicles.
- \* Fuel services will be rendered at cost plus 5% per gallon processing charge.
- \* Labor for equipment and vehicle repair services during FY 93/94 will be charged at the shop rate of \$41.50 per hour. Actual labor time worked will be charged. ODOT may compare actual time charged to the guidelines published in the Motors Flat Rate Manual, volume 64, 1992. If the comparison reveals that actual time charged exceeds the "flat rate" time for comparable work, the "flat rate" time shall be used.
- \* Sub-contracted repair costs will be actual, plus direct labor costs for transportation to and from the vendor.

Sub-contracted repairs will be performed by authorized vendors/locations with approval as defined in the sub-contract section of this Agreement.

- \* All services, with the exception of fuel, minor lubrication and minor repairs performed during the fueling process, require the prior authorization of ODOT resident field mechanic up to a limit of \$500.00. Repairs above \$500.00 require authorization from ODOT, Salem Truck Repair Facility Shop Manager, 2800 State Street, Salem, Oregon, 97310, telephone 378-2825. Contact list attached.
- \* Price quotes will be made by Multnomah County as needed for special services requested by ODOT for additional services and parts to vehicles such as, but not limited to, polishing, washing, floor mats, and other components.
- \* Vehicle inspection/maintenance and certification required by Oregon Department of Environmental Quality will be done by Multnomah County. Charges will be \$19.50 for the inspection, plus current cost for the certificate. Any engine adjustments and/or repairs required to pass inspection for certification will be performed by Multnomah County and will be charged at the agreed shop rate.
- \* A general fund indirect cost charge of 3.56% will apply to the total invoice amount.

B. Invoice/Payment

- \* Repair orders for all work performed will be signed by the receiving ODOT employee when possession is taken, and invoices will be sent to ODOT, Field Mechanic, Attn: Pat Lape, 9002 McLoughlin Blvd., Milwaukie, Oregon 97222 within 45 days of the service or repair.
- \* Payment for services rendered under the terms of this Agreement will be made within 45 days of receipt of the invoice by ODOT. Payments will be sent to: Multnomah County, 1620 SE 190th Avenue, Portland, Oregon, 97233.

- C. Total payments to Multnomah County under this Agreement will not exceed General Services Policy #125-3-230, a copy of which is attached and made a part of this Agreement, without a written amendment to this Agreement executed by the parties.

### Sub-Contracts

Multnomah County shall not sub-contract any work scheduled under this Agreement without obtaining prior approval of ODOT resident field mechanic for costs up to \$500.00, and the ODOT Salem Truck Repair Facility Shop Manager, 2800 State Street, Salem, Oregon, telephone 378-2825, for costs over \$500.00. Contact list attached.

- \* Wrecker/tow/road services will be made available by Multnomah County through local vendors.

### Termination

This agreement may be terminated by mutual consent of both parties or by either party upon 90 days notice, in writing, and delivered by certified mail or in person.

Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

### Legal Requirements

Multnomah County shall comply with all Federal, State and local laws and ordinances applicable to the services/repairs to be performed within the context or intent of this Agreement.

### Indemnity

Multnomah County, to the extent permitted by the Oregon Constitution, Article XI, Section 10, and the Oregon Tort Claims Act, hereby agrees to save, defend and hold the State of Oregon, Department of Transportation, its officers, agents and employees harmless from all claims, demands, suits or actions of whatsoever nature resulting from or arising out of the activities of Multnomah County, its subcontractors, its agents or employees under this agreement.

### Access to Records

ODOT, the Secretary of State's Office of the State of Oregon, and their duly authorized representatives shall have access to the books, documents, papers, and records of Multnomah County which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts.

### Worker's Compensation Coverage

Multnomah County, its sub-contractors, if any, and all employers working under this Agreement are subject employers under the

Oregon Worker's Compensation Law and shall comply with ORS 656-017, which requires them to provide Worker's Compensation coverage for all their subject workers.

#### State Tort Claims Act

Multnomah County is a "public body" within the meaning of ORS 30.260, and shall be liable for its torts to the extent provided in ORS 30.260 and 30.300.

#### Non-Discrimination

Multnomah County agrees to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

#### Renewal

By mutual concurrence, this Agreement may be extended for three-year periods indefinitely by 30 days' written notice from the Support Services Branch Manager.

If extended, the Agreement may be canceled with 90 days' written notice at any time during the extended period without penalty to either ODOT or to Multnomah County. Charge or labor rates may be adjusted annually by mutual agreement effective July 1 of each year. Notice of rates adjustment will be declared by Multnomah County by May 1 of each year.

#### Authorizations

1. Multnomah County has authorized execution of this Agreement during a regularly convened session of its Board of County Commissioners.
2. The Oregon Transportation Commission, by a duly adopted delegation order, authorized the State Highway Engineer to sign this Agreement for and on behalf of the Commission. Said authority has been further delegated to the Support Services Branch Manager, pursuant to Subdelegation Order SHE-6, Paragraph 6.
3. This Agreement has been executed in quadruplicate by and on behalf of ODOT and Multnomah County for the period from execution date to June 30, 1998, inclusive.
4. ODOT certifies at the time of entering into this agreement that sufficient funds are available and authorized for expenditure to finance cost of this agreement. Multnomah County understands and agrees that ODOT's payment of amounts under this contract attributable to work performance after June 30, 1995, are contingent on ODOT's receiving from the

Oregon Legislative Assembly sufficient appropriations, limitations or other expenditure authority. In the event Oregon Legislative Assembly fails to approve sufficient appropriation limitations or other expenditure authority, ODOT may terminate this contract effective upon the delivery of written notice to Multnomah County, with no further liability to Multnomah County.

5. The maximum amount of this agreement for any two-year bien-nium shall not exceed \$100,000.00 for parts, labor and administration fees. Should this agreement need to exceed the maximum amount, it may be reviewed and amended by the Support Services Branch Manager. The maximum amount is set per OAR Chapter 122-20-013, paragraph 2d.

Multnomah County:

Beverly Stein  
Name

September 30, 1993  
Date

Beverly Stein, Multnomah County Chair  
Title

1120 S.W. Fifth Avenue, Suite 1410  
Address

Portland, Oregon 97204  
City and State

REVIEWED  
By John L. DeFries  
MULTNOMAH COUNTY CLERK

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-2 DATE 9/30/93  
DEB BOGSTAD  
BOARD CLERK

Oregon Department of Transportation:

Thomas L. Luther  
Name  
Thomas L. Luther

8/31/93  
Date

Manager, Support Services Branch

2800 State Street

Salem, OR 97310

State of Oregon, Department of Transportation

Approved as to legal sufficiency:

John H. Johnson  
Assistant Attorney General

8/25/93  
Date

Attorney for Multnomah County

September 17, 1993  
Date

CONTACT LIST  
SUPPORT SERVICES BRANCH

MULTNOMAH COUNTY AREA

The following information is submitted to assist in making contact with the Salem Repair Facility and our Storeroom.

1. Kurt Spack, Resident Field Mechanic  
9637 SW 35th Drive  
Portland, OR 97219  
Phone: 229-5303; Pager: 323-7256
2. Pat Lape, Resident Field Mechanic  
9002 SE McLoughlin  
Milwaukie, OR 97222  
Phone: 653-3111; Mobile: 260-6454; Pager: 323-7260
3. Jim Yost, Salem Truck Shop Manager  
2800 State Street  
Salem, OR 97310  
Phone: 378-2825
4. Floyd Eby, Salem Truck Shop Special Projects Coordinator  
2800 State Street  
Salem, OR 97310  
Phone: 378-2825

To assist your repair facility, repair parts may be acquired through the Support Services Branch Storeroom by the following steps:

1. Call the Support Services Branch Storeroom at 378-2609. Request parts by giving equipment number; i.e., 89-501, six digit number located on vehicle exterior, and model number, or
2. Fax request to the Support Services Branch Storeroom, Fax #373-7635, attention Field Order Desk. Please include return phone number and name of contact person. Again, equipment number and model number are critical.

At the time of contact, please help determine how immediate the need for the parts. This will assist in shipping.

Used parts must be returned to ODOT for scrap value. They can be returned via the vehicle worked on.

Any item received with a core tracking tag (sample attached), must be returned with the proper information and the tag attached to the part removed.



STATE OF OREGON

INTEROFFICE MEMO

FILE CODE: ACC 3

TO: All ODOT and Parks & Recreation Department  
Managers and Supervisors

DATE: January 11, 1991

FROM: *Doug Goldbach*  
Doug Goldbach, Controller  
Transportation Accounting Services

SUBJECT: Purchasing Authority



Attached is an "Increase in Delegation Authority" for purchasing issued by the Purchasing Division of the Department of General Services (Amended Administrative Rule 125-310-020 dated January 2, 1991). The primary changes that affect you as managers are:

1. The amended rule increases state agencies' delegated purchasing authority from \$15,000 to \$25,000 for Class B items.
2. Clarifies the statement regarding the use of purchase orders to "Agencies may make purchases under \$1,000 without the issuance of a purchase order." This applies to all Divisions of ODOT and the Parks & Recreation Department.
3. Increases the level of expenditures which require quotation data from \$1,000 to \$2,500. For purchases between \$1,000 and \$2,500, quotations should be obtained when feasible.

If you have any questions about these changes or this authority, please contact your Regional Payment Representative in Transportation Accounting.

JK/pf/Purchasing Authority



Department of General Services

# POLICY MANUAL

Issuing Division: PURCHASING DIVISION

NUMBER

125-3-230

Effective Date

January 2, 1991

Page 1 of 5

Approval

*Shandra Brun*

SUBJECT: DELEGATED PURCHASING

**PURPOSE:** To explain the policies and procedures allowing direct purchases. This is a delegation of purchasing authority to state agencies that allows them to obtain price quotes and place purchase orders directly with vendors. Authorization does not extend to items or services available from Price Agreements, Office Supply Contractor (formerly Central Stores), Qualified Rehabilitation Facilities or Printing Purchases. Nor does this policy address personal service contracts, or architectural and engineering contracts.

**POLICY:** Unless specifically exempted by statute, agencies shall purchase directly from vendors within the limits set forth in this policy. Care should be taken to assure that prudent purchasing practices are observed. Needs should be forecast and grouped together to gain economic advantage of volume purchasing.

Except for Class A or Class C all purchases that exceed \$2,500 require a minimum of three competitive quotes. A written record must be kept showing the source and amount of the quotes received. If three quotes are not available, a lesser number will suffice, provided that a written record is made of the effort to obtain the quotes. For purchases less than \$2,500, quotes should be obtained when feasible. Agencies, at their option, may make purchases under \$1,000 without the issuance of a purchase order.

The following classes set the dollar limitations for goods and services.

**CLASS A. UNLIMITED PURCHASE AMOUNT-** In this category there is no limit on the dollar amount or frequency of purchases.

- X 1. Commodities or services from another Oregon public agency or the federal government.
2. Sole source copyrighted materials.
3. Personal property for resale through student stores operated by public educational agencies.
4. Emergency purchases, subject to General Services Policy 125-3-250.

5. Equipment repair or overhaul, when:
  - a. The service and/or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; or
  - b. The service and/or parts required are for equipment for which specially trained personnel are required, and such personnel are available from only one source.

In any event, if the repair or overhaul contract exceeds \$10,000 documentation must be maintained in the procurement file regarding the reasons why competitive bids or quotes were deemed to be impractical. (OAR 125-310-035)

6. Purchases made for ocean going vessels when the ships are in other than their home port.

CLASS B, \$25,000 MAXIMUM PURCHASE AMOUNT - In this category the total value of any transaction may not exceed \$25,000. Each transaction over \$2,500 must be fully documented as described in Action 4 of the Procedure outlined on page 4 of this policy. This delegation of authority can include, but is not limited to the following:

1. Sole source items.
2. Equipment rental to meet short term, seasonal or emergency needs, three months maximum.
3. Research equipment and supplies funded by grant monies.
4. Registration fees, meals, lodging, and related expenses of attending or sponsoring conferences, workshops and training programs.
5. Nonrepetitive freight and cartage expenses.
6. Nonrepetitive supply and capital outlay items.
7. Service contracts having a value of \$25,000 or less in a twelve month period.

Note: All service contracts require insurance. Include types of coverage, limits of coverage and language as written by the Department of General Services, Risk Management Division.

8. **Public Works Contracts:** Contracts for material or labor used to improve or extend the value of real property. For any purchase in this category, please consult the Minority Business Enterprise Directory for potential contractors. (The Directory is available from the Office of the Minority/Women Business Advocate, Executive Department.)

**Note:** There are special contract requirements for all Public Works contracts. Below are the Oregon Administrative Rule references that apply. Contact the Purchasing Division for assistance if you have questions about these requirements.

**All Public Works Contracts Must Include:**

OAR 137-30-008 Eligibility to Bid Certifications  
OAR 137-30-010 Terms and Conditions applicable to Public Works Contracts.

Insurance must be required. Include types of coverage, limits of coverage and language as written by Risk Management Division.

If the amount of contract is over \$10,000, the following apply:

OAR 137-30-035 Bid Security  
OAR 137-30-140 Performance Security  
OAR 137-40-010 Prevailing Wage Rate Notice

**CLASS C, MISCELLANEOUS-** The following items are delegated to the agencies for direct purchase and may be purchased without issuing a Purchase Order. (At the agency's option, a Purchase Order may be prepared as a supporting document):

1. Charges for utility services regulated by federal, state, or local regulating authority. (Unlimited)
2. Postage. (Unlimited)
3. Advertisements. (Unlimited)
4. Subscriptions. (Unlimited)

CLASS D, SPECIFIC - The Purchasing Division may authorize deviations from the above stated delegated authority policy for specific transactions or transaction classes without formally amending this policy. All authorized deviations from this policy will be in the form of a contract (Interagency Agreement) between the Purchasing Division and the requesting agency. Standing deviations or single, one-time deviations may be authorized by the Purchasing Division in writing. The Division will also assign the agency an authorization number.

Comments

Reference the Class in the upper left hand corner of all purchase orders over \$2,500.

Equipment and services purchased must comply with all Federal (OSHA), State (Oregon Safety Code, UL, FM, ANSI, etc.) and local requirements. Patient care and equipment must further comply with Oregon Association of Hospitals standards for medical devices.

This document supersedes and voids all previous delegated authorities.

PROCEDURE:

Responsibility

Action

- | <u>Responsibility</u> | <u>Action</u>  |
|-----------------------|--|
| Agency                | <ol style="list-style-type: none"> <li>1. Determines need.</li> <li>2. Determines need cannot be met by Office Supply Contractor (formerly known as Central Stores), existing Price Agreement, or Qualified Rehabilitation Facility.</li> <li>3. Determines Delegated Purchasing Authorization.</li> <li>4. Obtains and documents at least three price quotes for all transactions over \$2,500, or provides documentation explaining why quotes were not required or available.</li> <li>5. Purchases within the dollar limitation authorized in this policy.</li> <li>6. Issues a Purchase Order and maintains documentation regarding purchase in accordance with the "retention schedule" established with the State Archivist. Agencies, at their option, may acquire "items and purchases under \$1,000 without a Purchase Order.</li> </ol> |

ResponsibilityAction

- |                     |     |  |
|---------------------|-----|--|
|                     | 7.  | Requests an Interagency Agreement for any delegation that deviates from this policy.                   |
| Purchasing Division | 8.  | Authorizes or denies deviations from this policy.  |
|                     | 9.  | Prepares a formal Interagency Agreement for all standing deviations from the policies outlined herein. |
|                     | 10. | Forwards a copy of the Interagency Agreement to the Secretary of State, Division of Audits.            |

0033m  
12-20-90

MEETING DATE: SEP 30 1993

AGENDA NO.: R3

(Above Space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

SUBJECT: Establishment of S.E. Butler Road, County Road No. 5002

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

Amount of Time Needed: 5 minutes

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

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: John Dorst TELEPHONE #: 248-3599

BLDG/ROOM #: Bldg. #425

PERSON(S) MAKING PRESENTATION: John Dorst

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

It is the recommendation of the County Engineer that the recently constructed, realigned portion of S.E. Butler Road be established as County Road No. 5002.

*10/1/93 certified true copies  
to JOHN DORST and DENNIS  
FANTZ*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 SEP 20 PM 4:42

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER *[Signature]* Betsy William

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

3706V/0391E



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION DIVISION  
1620 S.E. 190TH AVE.  
PORTLAND, OREGON 97233  
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DAN SALTZMAN • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

September 9, 1993

Board of County Commissioners  
Clerk of Board Office  
1120 SW Fifth Avenue/Room 1510  
Portland, Oregon 97204

RE: Establishment of S.E. Butler Road as County Road No. 5002

Dear Commissioners:

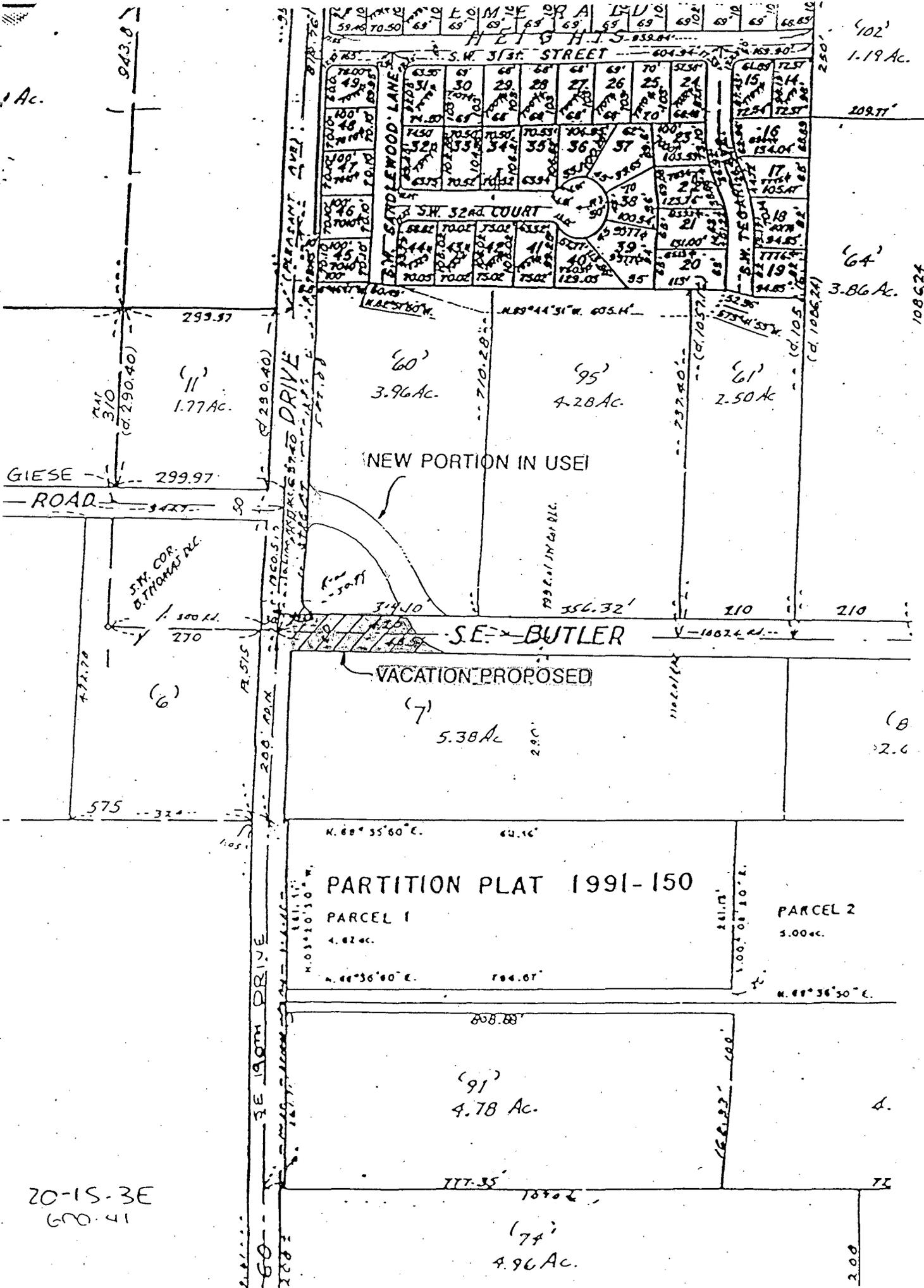
Attached is a request to order the recently constructed, realigned portion of S.E. Butler Road to be established as a county road. This new portion of road has been constructed and improved according to Multnomah County Standards, and establishment as County Road No. 5002 is recommended by the County Engineer.

Very truly yours,

BETSY WILLIAMS  
Director  
Dept. of Environmental Services

JKD:BW/js  
Encl.

0391E



1 Ac.

(11)  
1.77 Ac.

GIESE ROAD  
299.97

S.W. COR. D. THOMAS BLK  
270

(6)  
575

3E 190TH DRIVE  
200

(60)  
3.96 Ac.

(61)  
2.50 Ac.

PARTITION PLAT 1991-150  
PARCEL 1  
4.82 ac.  
PARCEL 2  
3.00 ac.

(7)  
5.38 Ac.

(91)  
4.78 Ac.

(95)  
4.28 Ac.

(96)  
3.86 Ac.

(97)  
4.96 Ac.

(102)  
1.19 Ac.

(103)  
2.6

(104)  
4.

(105)  
2.00

NEW PORTION IN USE

VACATION PROPOSED

S.E. BUTLER

20-15-3E  
600-41

200

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Establishment )  
of S.E. Butler Road from S.E. Giese )  
Road southeasterly to existing )  
S.E. Butler Road, as a County Road )  
to be known as S.E. Butler Road, )  
No. 5002. )

ORDER 93-328  
ROAD NO. 5002

The above-described portion of S.E. Butler Road is a regularly dedicated street and the same has been constructed and improved according to Multnomah County specifications, and the County Engineer has recommended to the Board of County Commissioners that said portion of said S.E. Butler Road be taken over as a county road, and the Board being fully advised;

IT IS THEREFORE HEREBY ORDERED, that that portion of S.E. Butler Road from the intersection of S.E. Giese Road and S.E. 190th Drive southeasterly, a distance of 527.08 feet to the existing S.E. Butler Road, County Road Nos. 365 and 588, be and the same hereby is established as a county road in accordance with ORS 368.016(2)(c), and with the centerline and right-of-way boundary lines as dedicated by the plat of EMERALD HEIGHTS NO. 2, recorded November 9, 1992, in Book 1224, Page 29, in the Plat Records of Multnomah County, Oregon. Said S.E. Butler Road is in Section 20, T1S, R3E, W.M. The right-of-way is to be 60 feet in width.

FURTHER ORDERED, the County Surveyor is hereby directed to file a map of same as required by law.

FURTHER ORDERED, this Order establishing County Road No. 5002 be recorded in the Deed Records of Multnomah County, Oregon.  
DATED this 30th day of September, 1993.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By *Beverly Stein*  
BEVERLY STEIN/Chair

*Larry F. Nicholas*  
LARRY F. NICHOLAS, P.E.  
County Engineer  
Dept. of Environmental Services

REVIEWED:

LAURENCE KRESSEL  
County Counsel  
for Multnomah County, Oregon

By *John L. DuBay*  
JOHN L. DuBAY  
Chief Asst. County Counsel

MEETING DATE: SEP 30 1993

AGENDA NO.: R-4

(Above Space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

SUBJECT: Begin Street Vacation Proceedings/Set Hearing Date

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

Amount of Time Needed: 5 minutes

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

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: John Dorst TELEPHONE #: 248-3599

BLDG/ROOM #: Bldg. #425

PERSON(S) MAKING PRESENTATION: John Dorst

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

The County Engineer requests and recommends vacation proceedings to begin for the abandoned portion of S.E. Butler Road, County Road Nos. 365 and 588 from S.E. 190th Drive Easterly 298 ft., subject to certain conditions. A public hearing date is requested to be set.

*11/4/93 Requested  
10/1/93 certified true copies to John Dorst*

**SIGNATURES REQUIRED:**

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

OR

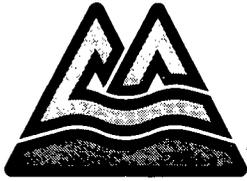
DEPARTMENT MANAGER *Betsy Williams* \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

1993 SEP 20 PM 4:48  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

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

3706V/0391E



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION DIVISION  
1620 S.E. 190TH AVE.  
PORTLAND, OREGON 97233  
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DAN SALTZMAN • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

September 9, 1993

Board of County Commissioners  
Clerk of Board Office  
1120 SW Fifth Avenue/Room 1510  
Portland, Oregon 97204

RE: S.E. Butler Road Vacation

Dear Commissioners:

Attached is a request to begin vacation proceedings for a portion of S.E. Butler Road, and a request for a public hearing about this matter, as required under the circumstances, by ORS 368.341.

These actions, as well as coordination with the city of Gresham, are necessary because the city of Gresham boundary runs down the centerline of the portion of county road intended for vacation.

Because of the complexity of this vacation, Matthew Ryan of the Office of County Counsel has been involved and is available to address any legal or procedural concerns that you may have.

The adjacent landowners support this proposal.

The following steps have been recommended by the Office of County Counsel, and are therefore recommended by the County Engineer:

1. Resolve to begin vacation proceedings and set a hearing date.
2. Transportation staff will coordinate proceedings with the city of Gresham.
3. Transportation staff will give notice of hearing as required.
4. Hold vacation hearing.
5. Pass Resolution to Vacate S.E. Butler Road, as proposed.

Very truly yours,

BETSY WILLIAMS  
Director  
Dept. of Environmental Services

JKD:BW/js  
Encls.  
0391E



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Initiating Proceedings	)	
to Vacate a Portion of S.E. Butler Road,	)	
County Road Nos. 365 and 588, from	)	RESOLUTION NO.
S.E. 190th Drive Easterly 298 ft., more	)	
or less, and Setting a Hearing Date	)	<u>93-329</u>

WHEREAS it appears that vacation of a portion of S.E. Butler Road, County Road Nos. 365 and 588, would be beneficial to the public for the following reasons:

S.E. Butler Road has been realigned to intersect with S.E. Giese Road at S.E. 190th Drive to improve the geometric alignment, and thus, traffic safety. Construction of the new section is complete and is currently in use. Therefore, it is the recommendation of the County Engineer that the abandoned portion of S.E. Butler Road be vacated. An easement will be provided for existing utilities as part of the vacation. There are no existing structures on the portion to be vacated.

BE IT RESOLVED in accordance with ORS 368.326 to 368.366, that proceedings be undertaken to vacate the portion of said road described as follows:

A portion of S.E. Butler Road, County Road Nos. 365 and 588, situated in the northwest one-quarter of Section 20, T1S, R3E, W.M., Multnomah County, Oregon, more particularly described as follows:

PARCEL "A":

Beginning at the intersection of the southerly line of the Benjamin Thomas Donation Land Claim, said southerly line also being the centerline of S.E. Butler Road, County Road Nos. 365 and 588, and the easterly right-of-way line of S.E. 190th Drive, County Road No. 590, said right-of-way line being 40.00 feet easterly, when measured at right angles, of the centerline of said S.E. 190th Drive; thence N 0°58'07" W along said easterly right-of-way line, a distance of 49.59 feet; thence southeasterly along the arc of a 20.00 foot radius curve to the left, through a central angle of 88°46'40", the chord of which bears S 45°21'27" E, a distance of 27.98 feet, an arc distance of 30.99 feet to a point on the northerly right-of-way line of said S.E. Butler Road, said northerly line being 30.00 feet northerly, when measured at right angles, of the centerline of said S.E. Butler Road, said northerly line also being the southerly line of EMERALD HEIGHTS NO. 2, a recorded plat, recorded November 9, 1992, in Book 1224, Page 29, Plat Records of Multnomah County, Oregon; thence S 89°44'47" E along said line, a distance of 242.50 feet to the southeast corner of Lot 91, said EMERALD HEIGHTS NO. 2, said southeast corner being a point on the southwesterly right-of-way line of S.E. Butler Road, County Road No. 5002; thence southeasterly along said southwesterly right-of-way line, along the arc of a 195.00 foot radius non-tangent curve to the left, through a central angle of 13°58'58", the chord of which bears

RESOLUTION and  
NOTICE OF HEARING  
Page 2

S 50°33'03" E, a distance of 47.47 feet, an arc distance of 47.59 feet to a point on said southerly line of the Benjamin Thomas Donation Land Claim; thence N 89°44'47" W along said southerly line, a distance of 298.23 feet to the point of beginning.

Containing 8,440 square feet, more or less.

PARCEL "B":

Beginning at the intersection of the southerly line of the Benjamin Thomas Donation Land Claim, said southerly line also being the centerline of S.E. Butler Road, County Road Nos. 365 and 588, and the easterly right-of-way line of S.E. 190th Drive, County Road No. 590, said right-of-way line being 40.00 feet easterly, when measured at right angles, of the centerline of said S.E. 190th Drive; thence S 89°44'47" E along said southerly Donation Land Claim line, a distance of 298.23 feet to a point on the southwesterly right-of-way line of S.E. Butler Road, County Road No. 5002; thence southeasterly along said southwesterly right-of-way line along the arc of a 195.00 foot radius non-tangent curve to the left, through a central angle of 32°12'15", the chord of which bears S 73°38'40" E, a distance of 108.17 feet, an arc distance of 109.60 feet to the southerly right-of-way line of said S.E. Butler Road, said right-of-way line being 30.00 feet south, when measured at right angles, of the centerline of said S.E. Butler Road; thence N 89°44'47" W along said southerly right-of-way line, a distance of 401.51 feet to a point on said easterly right-of-way line of S.E. 190th Drive; thence N 0°58'07" W along said easterly right-of-way line, a distance of 30.01 feet to the point of beginning.

Containing 9,942 square feet, more or less.

The southerly 10.00 feet of the above described parcel of land to be reserved as an easement for the existing utilities.

The legal description of adjacent land and the land owner of Parcel "A" is:

EMERALD HEIGHTS NO. 2

Emerald Heights Partners  
c/o B.I. Gentry Construction  
P.O. Box 1695  
Gresham OR 97030

The legal description of adjacent land and the land owner of Parcel "B" is:

Tax Lot 7  
Section 20, T1S, R3E, W.M.

Byer, Larry B. and Mary A.  
R.R. 1, Box 160  
Gresham OR 97030

BE IT RESOLVED that the County Engineer examine said road and file a written report pursuant to ORS 368.346(1);

BE IT RESOLVED that Thursday, November 4, 19 93, be established for hearing said report and for conducting a public hearing on the proposed vacation, and that such hearing be held at 9:30 a.m., in Portland, Oregon, and

IT IS FURTHER RESOLVED that notice of the hearing be provided by the County Engineer in accordance with ORS 368.346(3).

DATED THIS 30th day of September, 19 93.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By Beverly Stein  
BEVERLY STEIN/Chair

REVIEWED:

LAURENCE KRESSEL  
County Counsel  
for Multnomah County, Oregon

By John L. DuBay  
FOR JOHN L. DuBAY  
Chief Asst. County Counsel

MEETING DATE: SEP 30 1993  
AGENDA NO: R-5

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

SUBJECT: Agreement Between Oregon Children and Youth Services Commission and Housing and Community Services Division/Youth Program Office, to Fund Local "Juvenile Justice and Delinquency Prevention Disproportionate Minority Confinement Project"

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

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

REGULAR BRIEFING Date Requested: September 30, 1993

Amount of Time Needed: Consent/5 minutes

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464  
BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Rey España

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

The Housing and Community Services Division has received a second-year grant award for \$33,333 from the Oregon Children and Youth Services Commission to continue operating services under the "Juvenile Justice and Delinquency Prevention Disproportionate Minority Confinement Program."

This program is a federal grant managed by the State Commission to recognize the over-representation of minority youth in the juvenile justice system. The local project was developed and implemented through coordination between the Youth Program Office and Juvenile Justice Division.

In this second year of the project, the \$33,333 will be contracted to the Juvenile Justice Division to pay for a Parole Transition Coordinator. This position administers parole and transition services to youth coming out of state training schools under the jurisdiction of Multnomah County.

The Intervention Committee of the local Children and Youth Services Commission has reviewed and approved the project proposal.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

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

CLERK OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 SEP 22 AM 12:01

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES.**

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464  
421 S.W. FIFTH, SECOND FLOOR  
PORTLAND, OREGON 97204-2221  
FAX # (503) 248-3332

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DAN SALTZMAN • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

---

## MEMORANDUM

**TO:** Bev Stein, County Chair

**VIA:** Gary Nakao, Director  
Department of Social Services

**FROM:** Ardys Craghead, Interim Director  
Housing and Community Services Division

**DATE:** September 22, 1993

**SUBJECT:** Grant Award for Disproportionate Minority Confinement Program

---

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached grant award from the Oregon Children and Youth Services Commission, for the September 30, 1993 through December 31, 1993.

Analysis: The Housing and Community Services Division, Youth Program Office has received a \$33,333 grant award for a local "minority initiative project" under the federally-funded, state-administered Juvenile Justice and Delinquency Prevention Disproportionate Minority Confinement Program. This grant award is the second year funding for local minority initiative services.

The funds will be used to support a Parole Transition Coordinator hired through Juvenile Justice Division to work with youth coming out of state training schools under the jurisdiction of Multnomah County, targeted toward African American youth. This year's project has been developed in coordination with the Juvenile Justice Division and the Intervention Committee of the local Children and Youth Services Commission.

Last year's funds were used to support a study of services and program models for S.E. Asian youth. The State's report on phase 1 of the project found that a greater proportion of African American youth are arrested and referred to juvenile departments, referred to detention, or committed to training schools than their numbers in the youth population would suggest. This pattern of overrepresentation was not as severe for other groups of minority youth, notably Native American, S.E. Asian, and Hispanic. This year's local project is an attempt to address this service pattern.

Background: Subsequent to County approval of these funds, a budget modification will be processed to add them to the Division budget.

jjacz

# Oregon

September 21, 1993

Rey Epaña, Deputy Director  
Housing and Community Services Division  
Multnomah County  
421 SW Fifth, Second Floor  
Portland, Oregon 97204

COMMUNITY  
CHILDREN  
AND YOUTH  
SERVICES  
COMMISSION

RE: **Minority Overrepresentation Program**  
Grant Number: 91-1830  
Grant Period: 08/01/93 - 12/31/93

Enclosed are two (2) copies of the Grant Award Document and Continuation Sheet for your approved grant. Please sign both copies of the Grant Award and Continuation Sheet, retaining one copy of each for your files, and returning one to the Oregon Commission on Children and Families no later than September 30, 1993. Official acceptance of this grant occurs upon receipt by this office of the counter-signed copies of the Grant Award Document and Continuation Sheet. Please note the audit requirements for recipients of Juvenile Justice and Delinquency Prevention (JJDP) grants in 1991 (Federal Register #60959).

I have also enclosed the following materials, which are necessary for meeting the conditions of the grant:

1. A Notice of Project Implementation for retiring special condition #1 of the Grant Award Continuation Sheet. Please complete this form and return it to the Commission office immediately following implementation of the grant project.
2. Copies of the JJDP Transaction Report and Cash Request, which are due to the Commission office by the 15th day following each reporting period. For example, the October interim report would be due to the Commission by November 15, 1993. This form will be the means by which you request disbursement of funds. Grant funds can be requested on an advance basis as needed, prior to actual expenditure by a grantee, but all grants exceeding \$10,000 are limited to a maximum of one month's cash on hand. You must submit an interim report to the Commission monthly, even if no cash is being requested. A final Transaction Report and Cash Request is due within 90 days of the end of the grant project. It is important that you use the enclosed Transaction Report and Cash Request form and not design your own for this purpose.



530 Center Street NE  
Suite 300  
Salem, OR 97310  
(503) 373-1283  
FAX (503) 378-8395

Rey España, Deputy Director  
Multnomah County Housing & Community Services  
Page 2

3. **A copy of the Program Status Report, which must be submitted quarterly by the 15th day following each reporting period. Instructions for the program status report are on the reverse side of the form. Please use the enclosed Program Status Report form for this purpose, not one of your own design. Due dates are as follows:**

Final: January 15, 1994

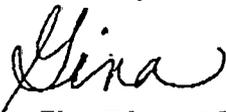
4. **Copies of the 1) Certificate Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements and 2) Representations form. Please sign both and return the original signed copies of each to the Commission office.**

**Please note your grant number on the cover page. This number should be on all correspondence to the Commission office related to this grant.** In addition, the following must be included on any publications funded by this grant:

"Prepared under Grant Number 92-JR-CX-0141  
from the Office of Juvenile Justice and Delinquency Prevention  
Office of Justice Programs, U.S. Department of Justice"

If you have any questions regarding this information, please feel free to contact me.

Sincerely,



Gina Wood, Manager  
Juvenile Justice Programs

GW:bg  
Enclosures

Oregon Commission on Children and Families  
530 Center Street NE, Suite 300  
Salem, Oregon 97310  
373-1283

# JJDP GRANT AWARD

1. Grantee Name and Address: <b>Rey Epaña, Deputy Director          Housing &amp; Community Services Division          Multnomah County          421 SW Fifth, Second Floor          Portland, Oregon 97204</b>	5. Grant Number: <b>91-1830</b>
2. Implementing Agency (Name and address)  <p style="text-align: center;"><b>Same as above</b></p>	6. Grant Period From: <b>08/01/93</b> To: <b>12/31/93</b>
3. Project Title: <b>Parole Transition Coordinator</b>	7. Funding Source: <b>JJDP Formula Grant</b>
4. Program Area Title: <b>Minority Overrepresentation Program</b>	8. Award Date: <b>07/01/92</b>
11. Special Conditions (check if applicable):  <input checked="" type="checkbox"/> The above grant project is approved subject to such conditions or limitations as are set forth on the attached <u>2</u> page(s).	9. Grant Award Amount: <b>\$33,333</b>
12. Statutory Authority for Grant:  <input checked="" type="checkbox"/> Title II of the Juvenile Justice and Delinquency Prevention Act of 1974, 42 U.S.C. 1, et. seq., as amended.  <input type="checkbox"/> Other (Specify):	
CCF Approval:  <input checked="" type="checkbox"/>	Grantee Acceptance:  <input checked="" type="checkbox"/>
Executive Director 	Typed Name and Title of Authorized Grantee Official
Grants Administrator <b>9-21-93</b>	Signature of Authorized Grantee Official
Date	Date

RECEIVED

SEP 16 1993

BEVERLY STEIN  
MULTNOMAH COUNTY CHAIR

MEETING DATE: SEP 30 1993

AGENDA NO: R-6

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

SUBJECT: No Place Like Home Notice of Intent to Apply

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

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

REGULAR BRIEFING Date Requested: September 30

Amount of Time Needed: 5 Minutes

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Ardys Craghead/Rey España

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

The Housing and Community Services Division, Community Development Program is applying for a two-year continuation to the current Robert Wood Johnson Foundation grant for "No Place Like Home". This program provides publicly assisted housing for elderly Multnomah County residents.

**SIGNATURES REQUIRED:**

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

OR

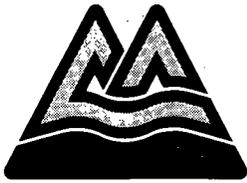
DEPARTMENT MANAGER: Gary Nakao/DB

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

rwj.bcc

BOARD OF  
COUNTY COMMISSIONERS  
1993 SEP 20 PM 12:29  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464  
421 S.W. FIFTH, SECOND FLOOR  
PORTLAND, OREGON 97204-2221  
FAX # (503) 248-3332

BOARD OF COUNTY COMMISSIONERS  
H. C. MIGGINS • ACTING CHAIR OF THE BOARD  
DAN SALTZMAN • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Beverly Stein, County Chair

VIA: Gary Nakano, Director  
Department of Social Services

FROM: *Ardys* Ardys Craghead, Interim Director  
Housing and Community Services Division

DATE: August 25, 1993

SUBJECT: No Place Like Home Program Notice of Intent to Apply

Recommendation: The Housing and Community Services Division, Community Development Program recommends County Chair approval of the attached Notice of Intent to Apply.

Analysis: The grant is one year in duration. The current County program is entering the sixth month of operation. As part of the grant program, staff have developed a funding plan to finance an additional two years and carry out the program in 40 percent of the publicly assisted housing serving seniors in Multnomah County.

This memorandum is a blanket Notice of Intent to Apply for funding to support the additional two years. Attached is a matrix of funding sources which have been identified for contact. The nature of funding, match requirements and estimated timelines have also been identified.

Background: Last year, the County received a one-year grant from the Robert Wood Johnson Foundation to carry out the "No Place Like Home" program for elderly County renters in publicly assisted housing projects. The mission of the No Place Like Home Program is to facilitate aging in place and empowerment of elderly residents, and to develop long term resources to meet this goal. The Program has two prongs: the first is to assist in the development and implementation of tenant problem-solving groups to identify needed services/programs and work to develop resources to address the needs. The second prong is the training and assistance to resident management staff on senior issues.

I will be present at the board meeting in September to discuss this funding strategy and answer your questions about the program.

rwjnoi.mem

NAME OF ORGANIZATION	ONE TIME ONLY or 2-YEAR	COUNTY MATCH ESTIMATE/SOURCE	ESTIMATED FILING TIMELINE
The Collins Foundation	One Year Proposal	No Match Req'd	January 1, 1994
Dan Davis Foundation	Two Year Proposal	No Match Req'd	January 1, 1994
Blanche Fisher Fndtn	One Year Proposal	No Match Req'd	January 1, 1994
Wm Randolph Hearst	Two Year Proposal	No Match Req'd	November 15, 1993
Jackson Foundation	Two Year Proposal	No Match Req'd	November 11, 1993
Jen-Wen Foundation	Two Year Proposal	No Match Req'd	November 15, 1993
Kresge Foundations	Two Year Proposal	No Match Req'd	November 15, 1993
Maybelle Clark Mcdonald	One Year Proposal	No Match Req'd	November 15, 1993
Meyer Memorial Trust	Two Year Proposal	No Match Req'd	December 15, 1993
Oregon Community Fndtn	Two Year Proposal	No Match Req'd	September 1, 1993
Northwest Area Fndtn	Two Year Proposal	No Match Req'd	December 15, 1993
Rbt Wood Johnson Fndtn	Two Year Proposal	No Match Req'd	December 13, 1993
Pew Charitable Trust	Two Year Proposal	No Match Req'd	December 15, 1993

NAME OF ORGANIZATION	ONE TIME ONLY or 2-YEAR	COUNTY MATCH ESTIMATE/SOURCE	ESTIMATED FILING TIMELINE
Swigert Foundation	Two Year Proposal	No Match Req'd	November 15, 1993
US West Foundation	Two Year Proposal	No Match Req'd	November 15, 1993
ARCO Foundation	Two Year Proposal	No Match Req'd	November 1, 1993
Henry J Kaiser Fndtn	Two Year Proposal	No Match Req'd	November 1, 1993
Families USA Fndtn, Inc.	Two Year Proposal	No Match Req'd	October 1, 1993
Retirement Research Fd	Two Year Proposal	No Match Req'd	August 1, 1993

BUDGET MODIFICATION NO. DSS # 5

(For Clerk's Use) Meeting Date SEP 30 1993  
 Agenda No. R-7

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_  
 (Date)

DEPARTMENT: SOCIAL SERVICES DIVISION: MHYFSD  
 CONTACT: SUSAN CLARK/KATHY TINKLE PHONE: 3691

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: GARY NAKAO/GARY SMITH

SUGGESTED  
AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget modification DSS # 5 transfers \$20,000 in County General Fund from the Mental Health, Youth and Family Services Division, Alcohol and Drug Program to the Dept of Community Corrections, Office of Women's Transition Services.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION: (Explain the changes this Bud Mod makes. What budget does it increase: What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space).

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

An Interdepartmental Agreement has been entered into in which \$20,000 in County General Fund is transferred from the MHYFSD A&D (Org 1415) budget to the Dept of Community Corrections, Office of Women's Transition Services (OWTS).

This agreement transfers funds to OWTS to provide transportation through bus passes and bus tickets for clients of the ADAPT Program from July 1, 1993 through June 30, 1994. The ADAPT Program is a joint program of the MHYFSD A&D Program, Dept of Community Corrections and Dept of Health to serve addicted pregnant and post-partum women and their children.

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

Increase CGF Indirect by	\$750	
Increase Service Reimbursement from Fed/State to General Fund by	\$750	
<b>Total</b>	<b>\$1,508</b>	

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

Fund Contingency BEFORE THIS MODIFICATION (as of \_\_\_\_\_): \_\_\_\_\_ (Date)

(Specify Fund) \_\_\_\_\_

AFTER THIS MODIFICATION: \_\_\_\_\_ (Date)

Originated By <u>Susan Clark</u>	Date <u>9/1/93</u>	Department Director <u>Gary Nakao/MB</u>	Date <u>2 Sept 93</u>
Plan/Budget Analyst <u>Kathy Tinkle</u>	Date <u>9/15/93</u>	Employee Services <u>[Signature]</u>	Date <u>[Signature]</u>
Board Approval <u>[Signature]</u>	Date <u>9/30/93</u>		

MULTNOMAH COUNTY BOARD OF COUNTY COMMISSIONERS  
 1993 SEP 20 PM 4:43  
 CLERK OF BOARD





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DAN SALTZMAN • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

To: Beverly Stein, Chair  
Multnomah County Board of Commissioners

Via: Gary Nakao, Director  
Department of Social Services *Gary Nakao/113*

From: Gary Smith, Director  
Mental Health, Youth and Family Services Division *GS*

Date: September 1, 1993

Subject: Budget Modification DSS # 5

### RECOMMENDATION

The Mental Health, Youth and Family Services Division recommends County Chair and Board approval of the attached modification DSS # \_\_\_\_ . This action transfers \$20,000 in County General Fund from the Mental Health, Youth and Family Services Division to the Department of Community Corrections to fund an Interdepartmental Agreement effective July 1, 1993 to June 30, 1994.

### BACKGROUND/ANALYSIS

An Interdepartmental Agreement has been entered into in which \$20,000 in County General Fund dedicated to ADAPT Services is transferred from the MHYFSD, Alcohol & Drug Program Budget (Org 1415) to the Department of Community Corrections, Office of Women's Transition Services (OWTS).

This agreement transfers funds to OWTS to provide transportation through bus passes and bus tickets for clients of the ADAPT Program effective July 1, 1993 through June 30, 1994. The ADAPT Program is a joint program of the MHYFSD A&D Program, the Department of Community Corrections, and the Department of Health to serve addicted pregnant and post-partum women and their children.

MEETING DATE: SEP 30 1993

AGENDA NO: R-8

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement

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

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

REGULAR MEETING: Date Requested: 9-30-93

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

DEPARTMENT: Social Services DIVISION: Juvenile Justice Division

CONTACT: Christine White TELEPHONE #: X-3202  
BLDG/ROOM #: 311 | JJD

PERSON(S) MAKING PRESENTATION: Hal Ogburn, Jim Anderson, Dave Boyer

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Ratification of Intergovernmental Revenue Agreement No. 103714 between Multnomah and Washington Counties allows Washington County to utilize the Multnomah County Juvenile Justice Complex

*10/1/93 originals to Christine White (pick up)*

BOARD OF COUNTY COMMISSIONERS  
1993 SEP 20 PM 4:44  
MULTNOMAH COUNTY OREGON

**SIGNATURES REQUIRED:**

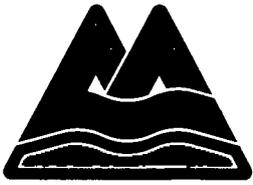
ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *Gary Nakao*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
JUVENILE JUSTICE DIVISION  
1401 N.E. 68TH  
PORTLAND, OREGON 97213  
(503) 248-3460

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
DAN SALTZMAN • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Beverly Stein, Chair  
Multnomah County Board of Commissioners

VIA: Dr. Gary Nakao, Director *[Signature]*  
Department of Social Services

FROM: *[Signature]* Harold Ogburn, Director  
Juvenile Justice Division

DATE: September 17, 1993

SUBJECT: Ratification of Intergovernmental Revenue Agreements Between the Juvenile Justice Division and Washington and Clackamas Counties

**RECOMMENDATION:** The Juvenile Justice Division recommends the Board's approval of retroactive intergovernmental revenue agreements with both Washington and Clackamas counties for the period July 1, 1993 through and June 30, 1994.

**BACKGROUND/ANALYSIS:** These agreements support the continued usage of the Multnomah County Juvenile Justice Complex (MCJJC) as a regional detention facility for the tri-county area. For the past 15 years, Washington and Clackamas counties have utilized the Multnomah County facility as these counties do not have their own detention facilities. This long standing relationship continues with the construction and upcoming occupancy of the new complex.

**RETROACTIVE STATUS:** These agreements represent over six months of negotiations between the three counties. These agreements take into account the new MCJJC scheduled for occupancy on October 28, 1993 and the terms and conditions associated with the purchase and delivery of detention services in the new facility. It was not until mid September that final agreement was reached between all three counties.

These agreements are retroactive to July 1, 1993. With the signing of these agreements, the amendments under which the three counties have operated since July 1, 1993 become null and void; the terms of these retroactive agreements supersede the terms of the amendments which expire September 30, 1993.

G:\DATA\CONTRACT\REGIONAL.AM



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103714  
Amendment # -

<p><b>CLASS I</b></p> <input type="checkbox"/> Professional Services under \$25,000	<p><b>CLASS II</b></p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # R-8 DATE <u>9/30/93</u>  <u>DEB BOGSTAD</u>        BOARD CLERK</p>
---	---	--

Department Social Services Division Juvenile Justice Date 17 September 1993  
 Contract Originator Christine White (JA) Phone 248-3202 Bldg/Room 311/JJD  
 Administrative Contact Christine White Phone 248-3202 Bldg/Room 311/JJD  
 Description of Contract This intergovernmental revenue agreement allows Washington County to utilize the Multnomah County Juvenile Justice Complex.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  ORF

Contractor Name Washington County  
 Mailing Address 232 "W" NE Lincoln Hillsboro, OR 97213  
 Phone 648-8655  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date July 1, 1993  
 Termination Date June 30, 1994  
 Original Contract Amount \$ 263,968  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 263,968

Remittance Address \_\_\_\_\_ (If Different) \_\_\_\_\_  
 Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_  
 Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$ 87,989  Other 3 payments  
 Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**  
 Department Manager [Signature]  
 Purchasing Director (Class II Contracts Only) [Signature]  
 County Counsel [Signature]  
 County Chair / Sheriff [Signature]  
 Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Encumber: Yes  No   
 Date 20 Sept 93  
 Date \_\_\_\_\_  
 Date 9.20.93  
 Date September 30, 1993  
 Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	100	010	2510			2701		REGD		263,968	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

**JUVENILE DETENTION INTERGOVERNMENTAL COOPERATION AGREEMENT  
REGULATING DELIVERY OF DETENTION SERVICES**

THIS AGREEMENT, made and entered into by and between the County of Washington, hereinafter referred to as Washington, and Multnomah County, a home-rule subdivision of the State of Oregon, hereinafter referred to as Multnomah, deals with the delivery of detention services by Multnomah to Washington as described below. The following provisions shall comprise this Agreement:

**I. RECITATIONS**

- A. Multnomah operates and maintains a juvenile detention facility known as the Juvenile Justice Complex designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Space presently exists in the Juvenile Justice Complex rendering it satisfactory for use by counties other than and in addition to Multnomah without a negative effect on any county or the juvenile detainee.
- B. As used in this agreement "Premises", "Space", and like terms refer to the detention areas of the Multnomah County Juvenile Justice Complex.
- C. Washington wishes to utilize the Premises in the Juvenile Justice Premises for the detention of juveniles referred to the juvenile justice system and in need of secure custody.
- D. The combining of the referred Washington County population with the Multnomah County juvenile population in the Juvenile Justice Premises is in the best interests of Washington and Multnomah, both fiscally and programmatically.
- E. ORS Chapter 190 provides for intergovernmental cooperation agreements for the performance of functions and activities of either party by the other in the interest of further economy and efficiency in local government and to that end declares that the provision of ORS 190.003 to 190.100 shall be liberally construed.

**II. SERVICES TO BE PROVIDED**

- A. Multnomah County shall perform as follows:
  - 1. Admission Services
    - a. Any child subject to the Jurisdiction of the Washington County court shall be admitted by Multnomah to the Juvenile Justice Premises only upon authorization for secure custody

WASHINGTON-MULTNOMAH COUNTY JUVENILE DETENTION  
INTERGOVERNMENTAL COOPERATION AGREEMENT

September 14, 1993

Page 2

communicated by an appropriate agent of the Washington County Juvenile Court as defined in this Agreement or upon order of any Washington County Court of competent jurisdiction to require detention of such juvenile, all subject to the conditions hereinafter provided.

- b. Acting through its on-duty intake supervisor, Multnomah shall have discretion to refuse acceptance of any juvenile referred pursuant to this Agreement in those circumstances where Multnomah reasonably believes the referral does not comply with lawful requirements of the facility regulations pertaining to the Juvenile Justice, Premises, where Multnomah lacks adequate bed space in excess of those reserved spaces provided herein, or when it appears that the physical condition of the referred juvenile requires immediate medical attention.
- c. Eight (8) bed spaces within the Juvenile Justice Premises shall be available to the exclusive use of Washington on a continuous 24-hour a day basis through 1993-94. Washington County reserves the option to increase the number of available bed spaces to 10 in succeeding years.
- d. Any requirement of Washington for Bed space in excess of eight shall be furnished by Multnomah on a space available basis and at a rate of compensation defined in this Agreement.
- e. In the event a juvenile resident of Washington is taken into custody by law enforcement in Multnomah other than as a consequence of an order of a Washington County Court of competent jurisdiction and that juvenile resident of Washington is delivered to the Juvenile Justice, Premises, admission shall be as in the case of any local Multnomah referral, and no charge or cost shall accrue against Washington pursuant to this Agreement until and unless an appropriate referral for ongoing custody is made in accordance with this Agreement.

WASHINGTON-MULTNOMAH COUNTY JUVENILE DETENTION  
INTERGOVERNMENTAL COOPERATION AGREEMENT

September 14, 1993

Page 3

- f. Multnomah County shall not be required to provide notice to parents or guardians of juveniles referred upon admission or otherwise pursuant to this Agreement.
- g. Multnomah shall provide Washington a daily roster indicating all juveniles held by Multnomah pursuant to this Agreement. Multnomah shall include with that roster a listing of those juveniles accepted by Multnomah who are subject to the juvenile court jurisdiction of Washington County but who are not admitted pursuant to the terms of the Agreement.

2. Supervision Services

- a. An admitted Washington juvenile shall be placed in a detention unit deemed by Multnomah appropriate to the sex, age, and circumstance of the juvenile, consistent with the existing facility population and the best interests of the total facility population and operation.
- b. Washington juveniles admitted pursuant to this Agreement shall receive the quality, level, and type of care and supervision by Multnomah as is furnished to the rest of the detention population, regardless of the county of residence.
- c. Each referred Washington juvenile shall be assigned a Multnomah staff worker to act in a liaison capacity with Washington for purposes of tracking progress of Washington toward disposition of the referred juvenile and for implementing agreed arrangements incident to the expeditious release or coordinated planning for disposition, provided that no such Multnomah worker shall be required to provide those counseling services customarily furnished to referred juveniles preparatory to an adjudicative or dispositive process.
- d. The terms of the Agreement do not contemplate the provision of emergency services by Multnomah within the agreed per diem costs. In the event it is determined that a Washington detainee is in need of emergency services, whether as a result of a unilateral decision by Multnomah or as a result of

WASHINGTON-MULTNOMAH COUNTY JUVENILE DETENTION  
INTERGOVERNMENTAL COOPERATION AGREEMENT

September 14, 1993

Page 4

consultation between Multnomah and Washington, Multnomah is authorized to take appropriate action to secure such services, including transportation, as required. Washington shall reimburse Multnomah for any expense connected therewith including security costs inside and outside the Complex. Multnomah shall provide Washington with immediate notice of those services provided unilaterally.

3. Release Services

- a. Multnomah shall release Washington juveniles referred pursuant to this Agreement only upon receipt of notification by an authorized agent of the Washington County Juvenile Court. That notice may be by telephone, in person, or in writing, but any nonwritten communication will be confirmed in due course by a written authorization for release. Multnomah shall release Washington juveniles to such individuals or agencies as included in notification.
- b. Upon notification to Washington, Multnomah may act to require release of any juvenile it reasonably believes is being detained in excess of statutory authority.
- c. No provision of this Agreement is intended to relieve Washington of the duty to monitor the number, identity, and appropriate periods of detention for those Washington juveniles detained in Multnomah pursuant to this Agreement. It shall be the responsibility of Washington to defend and hold Multnomah harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred as provided herein except for actions attributable to Multnomah County negligence.
- d. It shall be the responsibility of Multnomah County to defend and hold Washington harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred by the Multnomah Courts.

B. Washington shall perform as follows:

WASHINGTON-MULTNOMAH COUNTY JUVENILE DETENTION  
INTERGOVERNMENTAL COOPERATION AGREEMENT

September 14, 1993

Page 5

1. Washington shall provide Multnomah current information identifying those Washington Juvenile Court agents authorized to refer juveniles to Multnomah as provided herein.
2. Washington shall provide or arrange all non-emergency transportation of Washington residents once the juvenile has been delivered by law enforcement officers.
3. Washington shall provide Multnomah written evidence of authorization to detain or release any juvenile referred pursuant to this Agreement, but actual receipt of written evidence is not a condition precedent to any specific detention or release.
4. Except as provided in Section III-B of this Agreement, Washington shall compensate Multnomah for all expenses reasonably incurred by Multnomah in providing emergency medical, dental, or psychological services, including transportation therefor, on behalf of any referred juvenile pursuant to this Agreement.
5. Washington shall reimburse Multnomah for any unusual expenses reasonably incurred in the care and supervision of a referred juvenile which would exceed the level of care and supervision customarily furnished to detained youngsters, including but not limited to specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices. Except in circumstances constituting a medical emergency, Multnomah County may not incur these expenses without prior authorization from Washington.
6. Washington shall be responsible for providing any of the usual counseling services required for Washington juveniles placed with Multnomah pursuant to this Agreement.
7. Washington shall provide Multnomah timely, actual, and in due course, written notice of all judicial orders, visitation restrictions, and specialized programming which affect detention care and supervision for referred Washington juveniles.

C. Compensation Rates and Mode of Payments

WASHINGTON-MULTNOMAH COUNTY JUVENILE DETENTION  
INTERGOVERNMENTAL COOPERATION AGREEMENT

September 14, 1993

Page 6

1. For the duration of this annual Agreement, Washington shall pay to Multnomah the sum of \$263,968.00 for program services and normal care and maintenance of those Washington juveniles in residence up to and including a maximum of eight residents per day. The above sum shall be paid by Washington to Multnomah in three equal installments of \$87,989.00 payable on October 1, 1993, February 1, 1994, and June 1, 1994.
2. On those occasions when Washington requires bed space in excess of the guaranteed eight hereinabove described, the rate for each such additional space shall be \$86.09 per day. This charge of \$86.09 per day will not be billed by Multnomah County if the combined population of Washington and Clackamas Counties is 16 or less.
3. On occasion that total population of Washington and Clackamas County is greater than 16, the rental rate for each additional bed will be \$86.09.
4. In computing daily populations, the day of admission shall be considered a full day, the day of release shall not be counted, each irrespective of the time of day on which the event occurs.
5. Those expenses for excess bed space or emergency services which may be incurred shall be billed to Washington by Multnomah on a quarterly basis and shall be paid by Washington to Multnomah on a quarterly basis.
6. Space sublease and operations and maintenance of the Juvenile Justice Premises shall be covered under the sublease agreement attached and incorporated as Appendix A.

III. CONSTRAINTS

- A. It is understood and agreed that any and all employees of the Juvenile Justice Premises are not employees, agents, or representatives of Washington for any purpose.

WASHINGTON-MULTNOMAH COUNTY JUVENILE DETENTION  
INTERGOVERNMENTAL COOPERATION AGREEMENT

September 14, 1993

Page 7

- B. Washington and Multnomah, each as to the other, shall indemnify, save harmless, and defend the other county, its officers, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or passed upon damage or injuries to persons or property caused by errors, omissions, fault, or negligence of the indemnifying county or that county's employees. More specifically, and only by way of example and not as an exclusive listing, Multnomah shall hold Washington harmless for responsibility or any liability arising from operation of the Juvenile Justice Premises and shall indemnify Washington for any loss proximately and legally caused by the conduct of Multnomah's officers, agents, and employees; Washington shall hold Multnomah harmless and shall be responsible for any liability arising from illegal detention caused by the failure of Washington to properly monitor the detention periods for juveniles referred herein and held beyond a legal period not as a consequence of a failure or absence of duty by Multnomah.
- C. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1993 through June 30, 1994, and is subject to renewal annually through June 30, 2013.
- B. This Agreement may be terminated by either party alone or otherwise unilaterally modified only as follows:
  - 1. Either county may unilaterally terminate this Agreement on six months written notice.
  - 2. In the event that Washington does not intend to renew this Agreement for the subsequent fiscal year, Washington shall notify Multnomah on or before January 1, 1994, of its intent not to renew. In the event Washington fails to so notify Multnomah of an intent not to renew this Agreement and thereafter does not renew this Agreement, Washington shall reimburse Multnomah at the base guaranteed eight (8) bed rate for a period extending six months from

WASHINGTON-MULTNOMAH COUNTY JUVENILE DETENTION  
INTERGOVERNMENTAL COOPERATION AGREEMENT

September 14, 1993

Page 8

the date of receipt by Multnomah of written notice of said intent to discontinue or not renew this Agreement.

3. In the event Multnomah does not intend to renew this Agreement for the next fiscal year, Multnomah shall notify Washington on or before January, 1994, of its intent not to renew. In the event that Multnomah fails to notify Washington of its intention not to renew this Agreement and thereafter does not renew this Agreement, Multnomah shall continue to provide services under terms of this Agreement at the same rate as provided by this Agreement for six months following the date Washington received notice of Multnomah's intent not to renew this Agreement.
4. It is assumed the rates of compensation defined in this Agreement will be modified in subsequent fiscal years. In the event that Multnomah intends to renew this Agreement and to charge the rate of compensation within ten percent (10%) of the rates for the Agreement then in effect, Multnomah will notify Washington of that fact on or before February 15, 1994. In the event Multnomah intends to renew this Agreement but at a rate more than ten percent (10%) different from the rates then in effect, Multnomah shall so inform Washington in writing on or before January 1, 1994. In no event, except with the mutual consent of the parties, will an additional rate of compensation be modified by more than ten percent (10%) in less than six months from date of receipt by Washington of written notice of said intent of Multnomah to modify the compensation rate.
5. Actual costs shall include the pro rata share of Personnel, Juvenile Groupworkers, Groupworker Supervision, Lead Groupworker, Mental Health Worker, temporary on-call workers, overtime for these workers and associated fringe benefits, printing, supplies, education, telephone, meals, laundry, Corrections Health and other costs mutually agreeable.

VI. MISCELLANEOUS PROVISION

- A. This Agreement and any amendments to this Agreement will not be effective until approved by the Boards of County Commissioners of Washington and Multnomah.

WASHINGTON-MULTNOMAH COUNTY JUVENILE DETENTION  
INTERGOVERNMENTAL COOPERATION AGREEMENT

September 14, 1993

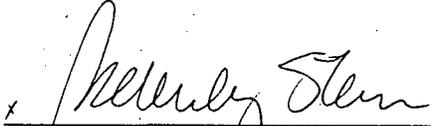
Page 9

B. This Agreement supersedes and cancels all and any prior agreements of contracts between Multnomah and Washington for similar services.

IN WITNESS THEREOF, the parties have hereto caused this agreement to be executed on this \_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, by their duly-authorized officers as of the day and year first hereinabove written.

Board of County Commissioners  
MULTNOMAH COUNTY, OREGON

Board of County Commissioners  
WASHINGTON COUNTY, OREGON

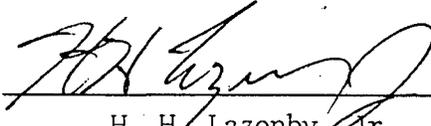
  
\_\_\_\_\_  
Chair Beverly Stein

\_\_\_\_\_  
Chair

September 30, 1993  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Reviewed By:

  
\_\_\_\_\_  
H. H. Lazenby Jr.  
for:

\_\_\_\_\_  
Commissioner

LAURENCE KRESSEL,  
County Counsel for  
Multnomah County, Oregon

\_\_\_\_\_  
Date

September 20, 1993  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Division Director

\_\_\_\_\_  
Date

9/17/93  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Washington County Counsel

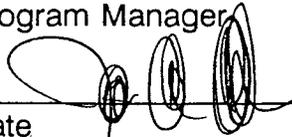
APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-8 DATE 9/30/93  
DEB BOGSTAD  
\_\_\_\_\_  
BOARD CLERK

WASHINGTON-MULTNOMAH COUNTY JUVENILE DETENTION  
INTERGOVERNMENTAL COOPERATION AGREEMENT

September 14, 1993

Page 10

Program Manager



Date

Date

9-17-93

D:\WPDATA\EIGHT\WASHJUV.IGA\dp

MEETING DATE: SEP 30 1993

AGENDA NO: R-9

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement

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

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

REGULAR MEETING: Date Requested: 9-30-93

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

DEPARTMENT: Social Services DIVISION: Juvenile Justice Division

CONTACT: Christine White TELEPHONE #: 3202

BLDG/ROOM #: 311|JJD

PERSON(S) MAKING PRESENTATION: Hal Ogburn, Jim Anderson, Dave Boyer

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Ratification of Intergovernmental Revenue Agreement No. 103724 between Multnomah and Clackamas Counties allows Clackamas County to utilize the Multnomah County Juvenile Justice Complex

10/1/93 originals to Christine White (pick up)

BOARD OF COUNTY COMMISSIONERS  
1993 SEP 20 PM 4: 44  
MULTNOMAH COUNTY OREGON

**SIGNATURES REQUIRED:**

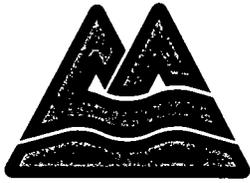
ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Kerry Nakamoto

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
JUVENILE JUSTICE DIVISION  
1401 N.E. 68TH  
PORTLAND, OREGON 97213  
(503) 248-3460

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
DAN SALTZMAN • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Beverly Stein, Chair  
Multnomah County Board of Commissioners

VIA: Dr. Gary Nakao, Director  
Department of Social Services

FROM: Harold Ogburn, Director  
Juvenile Justice Division

DATE: September 17, 1993

SUBJECT: Ratification of Intergovernmental Revenue Agreements Between the Juvenile Justice Division and Washington and Clackamas Counties

**RECOMMENDATION:** The Juvenile Justice Division recommends the Board's approval of retroactive intergovernmental revenue agreements with both Washington and Clackamas counties for the period July 1, 1993 through and June 30, 1994.

**BACKGROUND/ANALYSIS:** These agreements support the continued usage of the Multnomah County Juvenile Justice Complex (MCJJC) as a regional detention facility for the tri-county area. For the past 15 years, Washington and Clackamas counties have utilized the Multnomah County facility as these counties do not have their own detention facilities. This long standing relationship continues with the construction and upcoming occupancy of the new complex.

**RETROACTIVE STATUS:** These agreements represent over six months of negotiations between the three counties. These agreements take into account the new MCJJC scheduled for occupancy on October 28, 1993 and the terms and conditions associated with the purchase and delivery of detention services in the new facility. It was not until mid September that final agreement was reached between all three counties.

These agreements are retroactive to July 1, 1993. With the signing of these agreements, the amendments under which the three counties have operated since July 1, 1993 become null and void; the terms of these retroactive agreements supersede the terms of the amendments which expire September 30, 1993.

G:\DATA\CONTRACT\REGIONAL.AM



**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103724  
Amendment # -

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR B Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;"><b>APPROVED BY MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>R-9</u> DATE <u>9/30/93</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
--	---	---

Department Social Services Division Juvenile Justice Date 17 September 1993

Contract Originator Christine White (JA) Phone 248-3202 Bldg/Room 311/JJD

Administrative Contact Christine White Phone 248-3202 Bldg/Room 311/JJD

Description of Contract This intergovernmental revenue agreement allows Clackamas County to utilize the Multnomah County Juvenile Justice Complex.

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

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

Contractor Name Clackamas County  
Mailing Address 2121 Kaen Road  
Oregon City, OR 97045  
Phone 648-8655  
Employer ID# or SS# \_\_\_\_\_  
Effective Date July 1, 1993  
Termination Date June 30, 1994  
Original Contract Amount \$ 263,968  
Total Amount of Previous Amendments \$ \_\_\_\_\_  
Amount of Amendment \$ \_\_\_\_\_  
Total Amount of Agreement \$ 263,968

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

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

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

Monthly \$ \_\_\_\_\_  Net 30

Other \$ 87,989  Other 3 payments

Requirements contract - Requisition required.

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

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

**REQUIRED SIGNATURES:**

Department Manager [Signature]

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

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Encumber: Yes  No

Date 20 Sept 93

Date \_\_\_\_\_

Date 9-20-93

Date September 30, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	010	2510			2701		REGD		263,968	
02.											
03.											
<p>* If additional space is needed, attach separate page. Write contract # on top of page.</p>											

INSTRUCTIONS ON REVERSE SIDE

## **JUVENILE DETENTION INTERGOVERNMENTAL COOPERATION AGREEMENT REGULATING DELIVERY OF DETENTION SERVICES**

THIS AGREEMENT, made and entered into by and between the County of Clackamas, hereinafter referred to as Clackamas, and Multnomah County, a home-rule subdivision of the State of Oregon, hereinafter referred to as Multnomah, deals with the delivery of detention services by Multnomah to Clackamas as described below. The following provisions shall comprise this Agreement:

### **I. RECITATIONS**

- A. Multnomah operates and maintains a juvenile detention facility known as the Juvenile Justice Complex designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Space presently exists in the Juvenile Justice Complex rendering it satisfactory for use by counties other than and in addition to Multnomah without a negative effect on any county or the juvenile detainee.
- B. As used in this agreement "Premises", "Space", and like terms refer to the detention areas of the Multnomah County Juvenile Justice Complex.
- C. Clackamas wishes to utilize the Premises in the Juvenile Justice Premises for the detention of juveniles referred to the Clackamas County juvenile justice system and in need of secure custody.
- D. The combining of the referred Clackamas County population with the Multnomah County juvenile population in the Juvenile Justice Premises is in the best interests of Clackamas and Multnomah, both fiscally and programmatically.
- E. ORS Chapter 190 provides for intergovernmental cooperation agreements for the performance of functions and activities of either party by the other in the interest of further economy and efficiency in local government and to that end declares that the provision of ORS 190.003 to 190.100 shall be liberally construed.

### **II. SERVICES TO BE PROVIDED**

- A. Multnomah County shall perform as follows:
  - 1. Admission Services
    - a. Any child subject to the Jurisdiction of the Clackamas County court shall be admitted by Multnomah to the Juvenile Justice Premises only upon authorization for secure custody

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION  
INTERGOVERNMENTAL COOPERATION AGREEMENT  
September 14, 1993  
Page 2

communicated by an appropriate agent of the Clackamas County Juvenile Court as defined in this Agreement or upon order of any Clackamas County Court of competent jurisdiction to require detention of such juvenile, all subject to the conditions hereinafter provided.

- b. Acting through its on-duty intake supervisor, Multnomah shall have discretion to refuse acceptance of any juvenile referred pursuant to this Agreement in those circumstances where Multnomah reasonably believes the referral does not comply with lawful requirements of the facility regulations pertaining to the Juvenile Justice, Premises, where Multnomah lacks adequate bed space in excess of those reserved spaces provided herein, or when it appears that the physical condition of the referred juvenile requires immediate medical attention.
- c. Eight (8) bed spaces within the Juvenile Justice Premises shall be available to the exclusive use of Clackamas on a continuous 24-hour a day basis through 1993-94. Clackamas County reserves the option to increase the number of available bed spaces to 10 in succeeding years.
- d. Any requirement of Clackamas for Bed space in excess of eight shall be furnished by Multnomah on a space available basis and at a rate of compensation defined in this Agreement.
- e. In the event a juvenile resident of Clackamas is taken into custody by law enforcement in Multnomah other than as a consequence of an order of a Clackamas County Court of competent jurisdiction and that juvenile resident of Clackamas is delivered to the Juvenile Justice, Premises, admission shall be as in the case of any local Multnomah referral, and no charge or cost shall accrue against Clackamas pursuant to this Agreement until and unless an appropriate referral for ongoing custody is made in accordance with this Agreement.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION  
INTERGOVERNMENTAL COOPERATION AGREEMENT  
September 14, 1993  
Page 3

- f. Multnomah County shall not be required to provide notice to parents or guardians of juveniles referred upon admission or otherwise pursuant to this Agreement.
- g. Multnomah shall provide Clackamas a daily roster indicating all juveniles held by Multnomah pursuant to this Agreement. Multnomah shall include with that roster a listing of those juveniles accepted by Multnomah who are subject to the juvenile court jurisdiction of Clackamas County but who are not admitted pursuant to the terms of the Agreement.

2. Supervision Services

- a. An admitted Clackamas juvenile shall be placed in a detention unit deemed by Multnomah appropriate to the sex, age, and circumstance of the juvenile, consistent with the existing facility population and the best interests of the total facility population and operation.
- b. Clackamas juveniles admitted pursuant to this Agreement shall receive the quality, level, and type of care and supervision by Multnomah as is furnished to the rest of the detention population, regardless of the county of residence.
- c. Each referred Clackamas juvenile shall be assigned a Multnomah staff worker to act in a liaison capacity with Clackamas for purposes of tracking progress of Clackamas toward disposition of the referred juvenile and for implementing agreed arrangements incident to the expeditious release or coordinated planning for disposition, provided that no such Multnomah worker shall be required to provide those counseling services customarily furnished to referred juveniles preparatory to an adjudicative or dispositive process.
- d. The terms of the Agreement do not contemplate the provision of emergency services by Multnomah within the agreed per diem costs. In the event it is determined that a Clackamas detainee is in need of emergency services, whether as a result of a unilateral decision by Multnomah or as a result of

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION  
INTERGOVERNMENTAL COOPERATION AGREEMENT

September 14, 1993

Page 4

consultation between Multnomah and Clackamas, Multnomah is authorized to take appropriate action to secure such services, including transportation, as required. Clackamas shall reimburse Multnomah for any expense connected therewith including security costs inside and outside the Complex. Multnomah shall provide Clackamas with immediate notice of those services provided unilaterally.

3. Release Services

- a. Multnomah shall release Clackamas juveniles referred pursuant to this Agreement only upon receipt of notification by an authorized agent of the Clackamas County Juvenile Court. That notice may be by telephone, in person, or in writing, but any nonwritten communication will be confirmed in due course by a written authorization for release. Multnomah shall release Clackamas juveniles to such individuals or agencies as included in notification.
- b. Upon notification to Clackamas, Multnomah may act to require release of any juvenile it reasonably believes is being detained in excess of statutory authority.
- c. No provision of this Agreement is intended to relieve Clackamas of the duty to monitor the number, identity, and appropriate periods of detention for those Clackamas juveniles detained in Multnomah pursuant to this Agreement. It shall be the responsibility of Clackamas to defend and hold Multnomah harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred as provided herein except for actions attributable to Multnomah County negligence.
- d. It shall be the responsibility of Multnomah County to defend and hold Clackamas harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred by the Multnomah Courts.

B. Clackamas shall perform as follows:

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION  
INTERGOVERNMENTAL COOPERATION AGREEMENT

September 14, 1993

Page 5

1. Clackamas shall provide Multnomah current information identifying those Clackamas Juvenile Court agents authorized to refer juveniles to Multnomah as provided herein.
2. Clackamas shall provide or arrange all non-emergency transportation of Clackamas residents once the juvenile has been delivered by law enforcement officers.
3. Clackamas shall provide Multnomah written evidence of authorization to detain or release any juvenile referred pursuant to this Agreement, but actual receipt of written evidence is not a condition precedent to any specific detention or release.
4. Except as provided in Section III-B of this Agreement, Clackamas shall compensate Multnomah for all expenses reasonably incurred by Multnomah in providing emergency medical, dental, or psychological services, including transportation therefor, on behalf of any referred juvenile pursuant to this Agreement.
5. Clackamas shall reimburse Multnomah for any unusual expenses reasonably incurred in the care and supervision of a referred juvenile which would exceed the level of care and supervision customarily furnished to detained youngsters, including but not limited to specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices. Except in circumstances constituting a medical emergency, Multnomah County may not incur these expenses without prior authorization from Clackamas.
6. Clackamas shall be responsible for providing any of the usual counseling services required for Clackamas juveniles placed with Multnomah pursuant to this Agreement.
7. Clackamas shall provide Multnomah timely, actual, and in due course, written notice of all judicial orders, visitation restrictions, and specialized programming which affect detention care and supervision for referred Clackamas juveniles.

C. Compensation Rates and Mode of Payments

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION  
INTERGOVERNMENTAL COOPERATION AGREEMENT

September 14, 1993

Page 6

1. For the duration of this annual Agreement, Clackamas shall pay to Multnomah the sum of \$263,968.00 for program services and normal care and maintenance of those Clackamas juveniles in residence up to and including a maximum of eight residents per day. The above sum shall be paid by Clackamas to Multnomah in three equal installments of \$87,989.00 payable on October 1, 1993, February 1, 1994, and June 1, 1994.
2. On those occasions when Clackamas requires bed space in excess of the guaranteed eight hereinabove described, the rate for each such additional space shall be \$86.09 per day. This charge of \$86.09 per day will not be billed by Multnomah County if the combined population of Clackamas and Washington Counties is 16 or less.
3. On occasion that total population of Clackamas and Washington County is greater than 16, the rental rate for each additional bed will be \$86.09.
4. In computing daily populations, the day of admission shall be considered a full day, the day of release shall not be counted, each irrespective of the time of day on which the event occurs.
5. Those expenses for excess bed space or emergency services which may be incurred shall be billed to Clackamas by Multnomah on a quarterly basis and shall be paid by Clackamas to Multnomah on a quarterly basis.
6. Space sublease and operations and maintenance of the Juvenile Justice Premises shall be covered under the sublease agreement attached and incorporated as Appendix A.

III. CONSTRAINTS

- A. It is understood and agreed that any and all employees of the Juvenile Justice Premises are not employees, agents, or representatives of Clackamas for any purpose.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION  
INTERGOVERNMENTAL COOPERATION AGREEMENT

September 14, 1993

Page 7

- B. Clackamas and Multnomah, each as to the other, shall indemnify, save harmless, and defend the other county, its officers, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or passed upon damage or injuries to persons or property caused by errors, omissions, fault, or negligence of the indemnifying county or that county's employees. More specifically, and only by way of example and not as an exclusive listing, Multnomah shall hold Clackamas harmless for responsibility or any liability arising from operation of the Juvenile Justice Premises and shall indemnify Clackamas for any loss proximately and legally caused by the conduct of Multnomah's officers, agents, and employees; Clackamas shall hold Multnomah harmless and shall be responsible for any liability arising from illegal detention caused by the failure of Clackamas to properly monitor the detention periods for juveniles referred herein and held beyond a legal period not as a consequence of a failure or absence of duty by Multnomah.
- C. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1993 through June 30, 1994, and is subject to renewal annually through June 30, 2013.
- B. This Agreement may be terminated by either party alone or otherwise unilaterally modified only as follows:
  - 1. Either county may unilaterally terminate this Agreement on six months written notice.
  - 2. In the event that Clackamas does not intend to renew this Agreement for the subsequent fiscal year, Clackamas shall notify Multnomah on or before January 1, 1994, of its intent not to renew. In the event Clackamas fails to so notify Multnomah of an intent not to renew this Agreement and thereafter does not renew this Agreement, Clackamas shall reimburse Multnomah at the base guaranteed eight (8) bed rate for a period extending six months from the date of

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION  
INTERGOVERNMENTAL COOPERATION AGREEMENT

September 14, 1993

Page 8

receipt by Multnomah of written notice of said intent to discontinue or not renew this Agreement.

3. In the event Multnomah does not intend to renew this Agreement for the next fiscal year, Multnomah shall notify Clackamas on or before January 1, 1994, of its intent not to renew. In the event that Multnomah fails to notify Clackamas of its intention not to renew this Agreement and thereafter does not renew this Agreement, Multnomah shall continue to provide services under terms of this Agreement at the same rate as provided by this Agreement for six months following the date Clackamas received notice of Multnomah's intent not to renew this Agreement.
4. It is assumed the rates of compensation defined in this Agreement will be modified in subsequent fiscal years. In the event that Multnomah intends to renew this Agreement and to charge the rate of compensation within ten percent (10%) of the rates for the Agreement then in effect, Multnomah will notify Clackamas of that fact on or before February 15, 1994. In the event Multnomah intends to renew this Agreement but at a rate more than ten percent (10%) different from the rates then in effect, Multnomah shall so inform Clackamas in writing on or before January 1, 1994. In no event, except with the mutual consent of the parties, will an additional rate of compensation be modified by more than ten percent (10%) in less than six months from date of receipt by Clackamas of written notice of said intent of Multnomah to modify the compensation rate.
5. Actual costs shall include the pro rata share of Personnel, Juvenile Groupworkers, Groupworker Supervision, Lead Groupworker, Mental Health Worker, temporary on-call workers, overtime for these workers and associated fringe benefits, printing, supplies, education, telephone, meals, laundry, Corrections Health and other costs mutually agreeable.

V. MISCELLANEOUS PROVISION

- A. This Agreement and any amendments to this Agreement will not be effective until approved by the Boards of County Commissioners of Clackamas and Multnomah.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION  
INTERGOVERNMENTAL COOPERATION AGREEMENT

September 14, 1993

Page 9

B. This Agreement supersedes and cancels all and any prior agreements of contracts between Multnomah and Clackamas for similar services.

IN WITNESS THEREOF, the parties have hereto caused this agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, by their duly-authorized officers as of the day and year first hereinabove written.

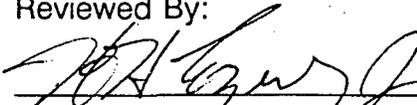
Board of County Commissioners  
MULTNOMAH COUNTY, OREGON

Board of County Commissioners  
CLACKAMAS COUNTY, OREGON

  
\_\_\_\_\_  
Chair Beverly Stein  
September 30, 1993  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair  
\_\_\_\_\_  
Date

Reviewed By:

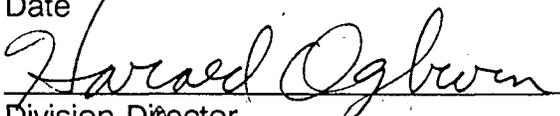
  
\_\_\_\_\_  
H. H. Lazenby, Jr.  
for:

\_\_\_\_\_  
Commissioner  
\_\_\_\_\_  
Date

LAURENCE KRESSEL,  
County Counsel for  
Multnomah County, Oregon

9/17/93  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Division Director

\_\_\_\_\_  
Clackamas County Counsel

  
\_\_\_\_\_  
Program Manager  
9-17-93  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-9 DATE 9/30/93  
\_\_\_\_\_  
DER BOGSTAD  
BOARD CLERK

MEETING DATE: SEP 30 1993

AGENDA NO: R-10

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement w/ Clackamas County

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

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

REGULAR MEETING: Date Requested: 9-30-93

Amount of Time Needed: 10 minutes

DEPARTMENT: Management Support Svcs DIVISION: Finance

CONTACT: Dave Boyer TELEPHONE #: 3903

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Intergovernmental Revenue Agreement No. 500234 between Multnomah County and Clackamas County for lease of 10 bed spaces at Juvenile Justice Complex

*10/1/93 originals to Dave Boyer*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 SEP 20 1PM 4:15

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: David Boyer

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

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

## MEMORANDUM

To: Board of County Commissioners

From: David Boyer, Finance Director *DB*

Date: September 17, 1993

Subject: Juvenile Justice Intergovernmental Agreements with  
Washington and Clackamas County

The attached intergovernmental agreements with Washington and Clackamas Counties represent lease payment revenues for their use of 10 bed spaces each in the Juvenile Justice Complex detention space. Both Counties have been leasing beds in the Donald E. Long Home for about 15 years and they have agreed to pay their share of the costs of the new Juvenile Justice Complex being constructed. Clackamas County is leasing space for a 20 year period and paying the County \$750,000 up front for their total rental obligation for the 20 years. Washington County is sublease purchasing 10 bed spaces and will be paying Multnomah County \$102,716 per year for the next 20 years.

The Facilities Management Division, Juvenile Justice Division, Finance Division and County Counsel have all been involved in negotiating these agreements and they are acceptable to all parties including Washington and Clackamas County.

Also included is a resolution which deposits these lease payments to the Capital Improvement Fund. We are recommending that the lease payments be deposited in the Capital Improvement Fund because it is financially prudent to use one time only funds and capital lease revenues for future capital investment.

If you have any questions please contact me at 248-3903



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

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

September 10, 1993

Mr. John Maltman  
Corporate Trust Division  
Bank of America Oregon  
1001 SW 5th Avenue  
Portland, OR 97204

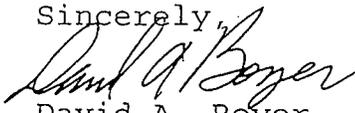
Dear John:

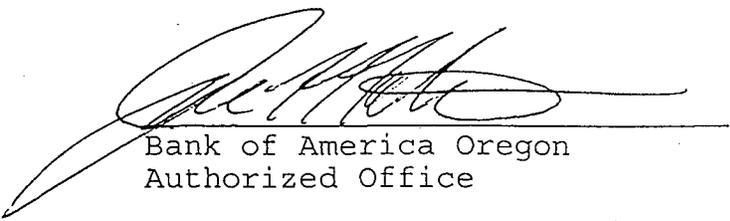
As required by our Juvenile Justice Complex Lease-Purchase agreement dated August 1, 1992, this is to request Bank of America Oregon authorization to sublease 10 bed spaces at the Complex to Clackamas County and 10 bed spaces to Washington County.

Multnomah County is close to finalizing sublease agreements with Washington County and Clackamas County whereby they will sublease 10 bed spaces each in the detention center. We have been renting spaces to these Counties for the last 15 years and wish to continue our cooperation. This sublease arrangement was disclosed in the official statement.

Please have the appropriate bank official sign the authorization block and return to me. Thank you for your assistance regarding this matter.

Sincerely,

  
David A. Boyer  
Finance Director

  
Bank of America Oregon  
Authorized Office



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500234  
Amendment # \_\_\_\_\_

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p style="text-align: center;">APPROVED MULTNOMAH COUNTY REVENUE BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-10</u> DATE <u>9/30/93</u>  <u>DEB BOGSTAD</u>          BOARD CLERK</p>
--	--	--

Department Management Support Services Division Finance Date September 17, 1993  
 Contract Originator David Boyer Phone x3312 Bldg/Room 106/1430  
 Administrative Contact David Boyer Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_  
 Description of Contract Intergovernmental Revenue Contract for lease of 10 bed spaces at Juvenile Justice Complex.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name Clackamas County, Treasury  
 Mailing Address 902 Abernathy Road  
Oregon City OR 97045-1100  
 Phone 655-8660  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date 10/1/93  
 Termination Date 6/30/2013  
 Original Contract Amount \$ 750,000  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_

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

**REQUIRED SIGNATURES:**  
 Department Manager *David Boyer*  
 Purchasing Director (Class II Contracts Only) \_\_\_\_\_  
 County Counsel *Debra Hager*  
 County Chair / Sheriff *Debra Hager*  
 Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Encumber: Yes  No   
 Date 9/17/93  
 Date \_\_\_\_\_  
 Date 9-20-93  
 Date September 30, 1993  
 Date \_\_\_\_\_

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

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

## MULTNOMAH COUNTY JUVENILE DETENTION

### SUBLEASE AGREEMENT

THIS AGREEMENT entered into in accordance with ORS Chapter 190 this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, between Multnomah County, a home rule subdivision of the State of Oregon, hereinafter referred to as "Lessor," and Clackamas County, subdivision of the State of Oregon, hereinafter referred to as "Lessee":

#### WITNESSETH:

WHEREAS, Lessor has entered into a Lease-Purchase and Escrow agreement (the "Lease" herein) dated as of August 1, 1992, which delegates Lessor to construct, occupy, and operate a Juvenile Justice Complex (the "Complex" herein) situated in the City of Portland, County of Multnomah, State of Oregon.

WHEREAS, Lessor and Lessee wish to enter an Agreement to sublease ten (10) bed spaces in the Complex for a guaranteed period of 20 years from the Lessor.

WHEREAS, the Bank of America, Oregon, acting as Trustee under the Lease (hereinafter "Trustee") has approved Lessor's proposal to sublet a portion of the detention space within the Complex described below and known as "The Premises", and,

WHEREAS, It is the intention of the parties that at the end of the 20 years, Lessee will have an option to renegotiate this lease agreement.

NOW, THEREFORE, the parties agree as follows:

1. PREMISES

Lessor hereby subleases to Lessee, and Lessee hereby subleases from Lessor upon the terms, conditions, and covenants hereinafter set forth, ten (10) bed spaces in the detention area within the Complex (the "Premises" herein). The location of the Premises is outlined in red on exhibit "A". The Premises shall be finished by Lessor at Lessor's expense including specialized detention construction. As used in this Agreement, the term "Complex" is the entire Juvenile Justice Facility. The term "premises" relates to the entire detention space within the Complex subject to this lease.

2. TERM

Except as otherwise provided herein, the term and duration of this sublease shall be 20 years. The term of the sublease shall commence on October 1, 1993, and terminate June 30, 2013.

3. SUBLEASE

Lessee shall pay Lessor the sum of Seven Hundred Fifth Thousand Dollars (\$750,000) as sublease payment. The lump sum sublease payment amount is for ten (10) bed spaces in the Premises and is for the entire term of this lease.

4. ALLOCATION OF OPERATING AND MAINTENANCE COSTS

- A. In addition to the sublease payment provided in Section 3, Lessee shall pay to Lessor during the sublease term the same amount per bed space as paid by the Lessor for operating and maintaining the Premises, not to exceed 7.81% of the actual costs of operating and maintaining the premises as set forth in Subsection B. of this section below. On commencement of the sublease term and by each January 1 during the sublease term, Lessor shall notify Lessee in writing of the estimated annual amount to be paid by Lessee for operating and maintenance costs. Lessee shall pay Lessor such estimated amounts, prorated if appropriate on commencement of the term of this sublease in three equal payments on October 1, February 1, and June 1 in each year this sublease is in force, Lessor from time to time, by written notice to Lessee, may change the estimated amount to be paid on the dates stated above for such payments based upon Lessor's actual costs and expenses. Lessor shall within forty-five (45) days following the end of each fiscal year, furnish Lessee a statement showing in reasonable detail the actual costs and expenses of operating and maintaining the building during the preceding year (or partial year) together with a computation of the charge or credit to the Lessee for any difference between actual costs and estimated costs paid by Lessee for such period. Lessee shall pay Lessor any excess amount due within thirty days after Lessor gives notice thereof. If Lessee has made estimated payments in excess of actual costs, the excess payments shall be credited against subsequent operating and maintenance costs due hereunder.
- B. The actual costs of operating and maintaining the Premises shall include the costs of management, repair, replacement and maintenance, security service, janitor service, grounds keeping, power, gas, lighting, heating, air conditioning, water, other utility services, garbage collection, and insurance maintained by Lessor.
- C. The delivery of detention services including, but not limited to, Admission, Supervision, and Release services shall be covered under a separate intergovernmental agreement subject to annual agreement.

5. DEFAULT BY LESSEE

MULTNOMAH COUNTY JUVENILE DETENTION  
SUBLEASE AGREEMENT  
September 14, 1993  
Page 3

If (a) Lessee shall fail to pay operating and maintenance costs payable hereunder within 30 days from the date such sublease payment or operating and maintenance costs are payable, or (b) Lessee shall fail to keep any other term, covenant, or condition herein, or (c) Lessee shall abandon or vacate the Premises without the consent of Lessor, or (d) Lessee's interest in this sublease or any part thereof shall be assigned or transferred without the consent of Lessor, either voluntarily or by operation of law, then, in any of such events, Lessee shall be deemed to be in default hereunder.

If Lessee should, after written notice, fail to remedy any default with all reasonable dispatch, not exceeding 30 days, then Lessor shall have the right, at its option, without any further demand or notice (a) to terminate the sublease and to re-enter the Premises and eject all parties in possession therefrom, or (b) to re-enter the premises and eject all parties therefrom, and without terminating the sublease relet the Premises, or any part thereof, upon such terms and conditions as Lessor may deem advisable, in which event the sublease payments received on such reletting shall be applied first to the expenses of reletting and collection, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commissions actually paid, and the balance shall be applied toward payment of all sums due or to become due to Lessor hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Lessee shall pay Lessor any deficiency. The foregoing remedies of Lessor are in addition to and not exclusive of any other remedy of Lessor, including, but not limited to, the right to recover sublease payment as it becomes due without terminating this sublease or Lessor's right to possession of the Premises. Any re-entry shall be allowed by Lessee without hindrance, and lessor shall not be liable in damages for any such re-entry or be guilty or trespass.

6. LATE PAYMENT OF OPERATING COSTS

Any installment of operating and maintenance costs due to Lessor from Lessee not paid when due, shall bear interest at the rate of interest earned by Multnomah County's Local Government Investment Pool Account # 4017 from the due date until paid. Notwithstanding any dispute between Lessee and Lessor, Lessee shall make all payments when due and shall not withhold any payments pending the final resolution of the dispute. In the event of a determination that Lessee was not liable for payments or any portion thereof, the payments, or any excess as the case may be, together with interest on those payments in excess of payments at the rate of interest as earned by the Local Government Investment Pool, shall be credited against subsequent operating and maintenance costs due hereunder.

7. NON-APPROPRIATION OF OPERATION AND MAINTENANCE PAYMENT

Notwithstanding any other provision of this sublease, this sublease shall terminate without penalty to Lessor in the event the Board of County Commissioners of Lessee shall fail as of July 1 of any fiscal year to appropriate sufficient funds for operation and maintenance costs payments to come due during the fiscal year.

In the event of such termination, Lessee immediately shall surrender the Premises to Lessor. Thereafter, neither party shall have any obligation to the other under this sublease.

8. USE

Lessee shall use said premises for juvenile detention and for no other purposes.

9. ASSIGNMENT AND SUBLETTING

The Lessee shall not assign this sublease or any interest hereunder; shall not permit any assignment hereof by operation of law; shall not subrent or sublet the Premises or any portion thereof, and shall not permit the use or occupancy of the premises by other than Lessee and its agents and employees, without first obtaining the written consent of Lessor and any other current Lessee, which consent shall not be unreasonably withheld or delayed.

10. LIABILITY FOR INJURY AND DAMAGE

A. Mutual Defense and Indemnity Clause

1. It is understood that Lessee and Lessor are both self-insured public bodies in the State of Oregon. Both Lessee and Lessor are subject to the Oregon Tort Claims Act, ORS 30.265, et seq.; however, if Lessee or Lessor are no longer self-insured, then Lessor shall maintain comprehensive general liability and property damage insurance including automobile liability insurance that protects Lessee and Lessor and its officers, agents, and employees from any and all risks, claims, demands, actions, and suits for damage to property including, without limitation, cracking or breaking of glass, or personal injury, including death, arising from Lessee' use of or any condition of the Premises. The insurance shall protect Lessor against the claims of Lessee on account of the obligations assumed by Lessor under the indemnification clause and shall protect Lessor and Lessee against claims of third persons. The insurance shall provide coverage for not less than \$200,000 for personal injury to

MULTNOMAH COUNTY JUVENILE DETENTION  
SUBLEASE AGREEMENT  
September 14, 1993  
Page 5

each person, \$500,000 for each occurrence, and \$500,000 for occurrences involving property damage; or a single-limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to the maximum limits of liability imposed on municipalities of the State of Oregon during the term of this lease. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insured Lessor and its officers, agents, and employees. Notwithstanding the naming of additional insured, the insurance shall protect each insured in the same manner as though a separate policy had been issued with Lessor named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days' written notice first being given to the Lessor's Risk Manager. If the insurance is canceled or terminated prior to termination of the lease, Lessee shall provide a new policy with the same terms. Lessee agrees to maintain continuous, uninterrupted coverage for the duration of the lease. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Lessee.

2. Lessor and Lessee each agree, as to the other, to defend, indemnify and save harmless the other's officers, agents, and employees from and against all claims and actions and all expenses incidental to the investigation and defense of claims arising out of or as a result of damage or injuries to persons or property caused by errors, omissions, fault or negligence of the indemnifying County or that County's Employees.
3. This Agreement is expressly subject to the debt limitation for Oregon Counties set forth in Article 11, Section 10, of the Oregon Constitution and the Oregon Tort Claim Act, ORS 30.265, et seq.

11. BUILDING REGULATIONS

Lessor, for the proper maintenance of the Premises within the Complex, the rendering of good service, and the providing of safety, order, and cleanliness may make and enforce building regulations appropriate for such purposes, but not in enlargement of or inconsistent with the terms, covenants and material conditions of this sublease.

12. WAIVER OF BREACH OF COVENANT

No waiver of any breach of any covenant, term, or condition of this sublease shall be effective unless in writing. No waiver of any one breach shall be a waiver of any other breach.

13. MODIFICATION

This sublease may be modified only by endorsement in writing attached to this sublease, dated and signed by all the parties hereto. The parties shall not be bound by any oral or written statement of any servant, agent, or employee purporting to modify this sublease.

14. PERFORMANCE BY LESSOR

Lessor shall not be deemed in default for the nonperformance or for any interruption or delay in performance of any of the terms, covenants, and conditions of this sublease if due to any labor dispute, strike, lockout, civil commotion, or like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, legal injunction, inability to obtain labor, services or materials, or act of God or other cause beyond the reasonable control of Lessor.

15. DEFAULT BY LESSOR

Lessor and Lessee agree that should Lessor default on its Lease Purchase and Escrow Agreement with the Trustee regarding the Juvenile Justice complex, Lessee shall be entitled to a reimbursement of sums paid to Lessor under this Sublease Agreement. The parties agree that this sum is to be calculated as described in Exhibit "B" measured from the effective date of this Sublease Agreement

16. TITLE TO PROPERTY

Title to Complex, the land on which it is located, all related facilities as necessary or convenient thereto, all structural additions thereto, and all fixtures, equipment furnishings, and apparatus placed therein by Lessor shall remain in the name of the Trustee for Lessor during the term of the Lease and shall vest in Lessor at the end of the term of the Lease.

17. COVENANTS

Lessee covenants and agrees that it will not take or permit to be taken any action that would cause the Lease or this sublease, or any part thereof, to be invalid or that would cause the interest on the Certificates of Participation (COP's) of Lessor issued to

finance the Complex to become taxable to the holders of the COP's under Section 103 of the Internal Revenue Code of 1986, as amended.

18. INTENT

It is the intention of Lessor and Lessee that this sublease agreement shall not in any way impair or affect Lessor's right under the Lease between Lessor and Trustee. All provisions hereof shall be construed so as not to be such an impairment, effect, restriction, assignment, or transfer, and in the event a provision is so construed, the provision shall be deemed to be void.

Further, it is the intent of the parties that after mutual participation in this agreement for a period of 20 years, Lessee shall have, an option to renegotiate this sublease. Lessor is required to negotiate new terms in good faith. The parties agree that Clackamas has rights to service through June 30, 2013.

19. INDEMNIFICATION

The parties agree to the indemnification and liability constraints outlined in III.B. of the Intergovernmental Cooperation Agreement Regarding Detention Services that govern the provisions of this sublease.

20. TERMINATION

- (a) Except as provided in Section 5 hereof and in this Section, this sublease shall not be subjected to early termination by Lessor.
- (b) If the Lease is terminated due to a non-appropriation by Lessor as provided in the Lease, then this sublease shall terminate. Lessee shall be entitled to a pro rata reimbursement as determined through Exhibit "B".

21. EXHIBITS AND ADDITIONAL PROVISIONS

Exhibits "A", and "B", which are referred to in this sublease, are attached hereto and by this reference incorporated herein.

22. NOTICE

Notice provided for hereunder shall be sufficient if deposited in the United States Mail, postage prepaid, and if to Lessor addressed to Multnomah County Chair, 1120 SW

MULTNOMAH COUNTY JUVENILE DETENTION  
SUBLEASE AGREEMENT  
September 14, 1993  
Page 8

fifth Avenue., Room 1400, P.O. Box 14700, Portland, Oregon 97214-0700, and if to Lessee  
addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

23. ENTIRE AGREEMENT

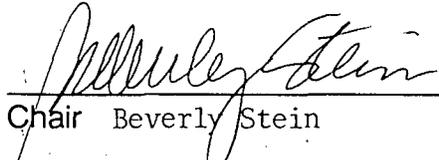
This sublease constitutes the entire, complete, and final expression of the  
agreement of the parties.

MULTNOMAH COUNTY JUVENILE DETENTION  
SUBLEASE AGREEMENT  
September 14, 1993  
Page 9

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first herein written.

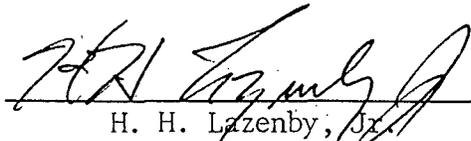
Board of County Commissioners  
MULTNOMAH COUNTY, OREGON

Board of County Commissioners  
CLACKAMAS COUNTY, OREGON

  
Chair Beverly Stein  
September 30, 1993  
Date

Chair  
Date

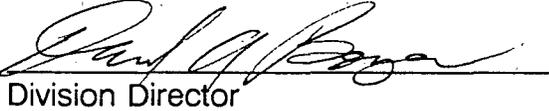
Reviewed By:

  
H. H. Lazenby, Jr.

for:

LAURENCE KRESSEL,  
County Counsel for  
Multnomah County, Oregon

9/17/93  
Date

  
Division Director

Program Manager

Date

Commissioner

Date

Commissioner

Date

Clackamas County Counsel

Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-10 DATE 9/30/93  
DEB BOGSTAD  
BOARD CLERK

FROM: FACILITIES MANAGEMENT TO: S032463292 SEP 13, 1993 8:04AM #126 P.02

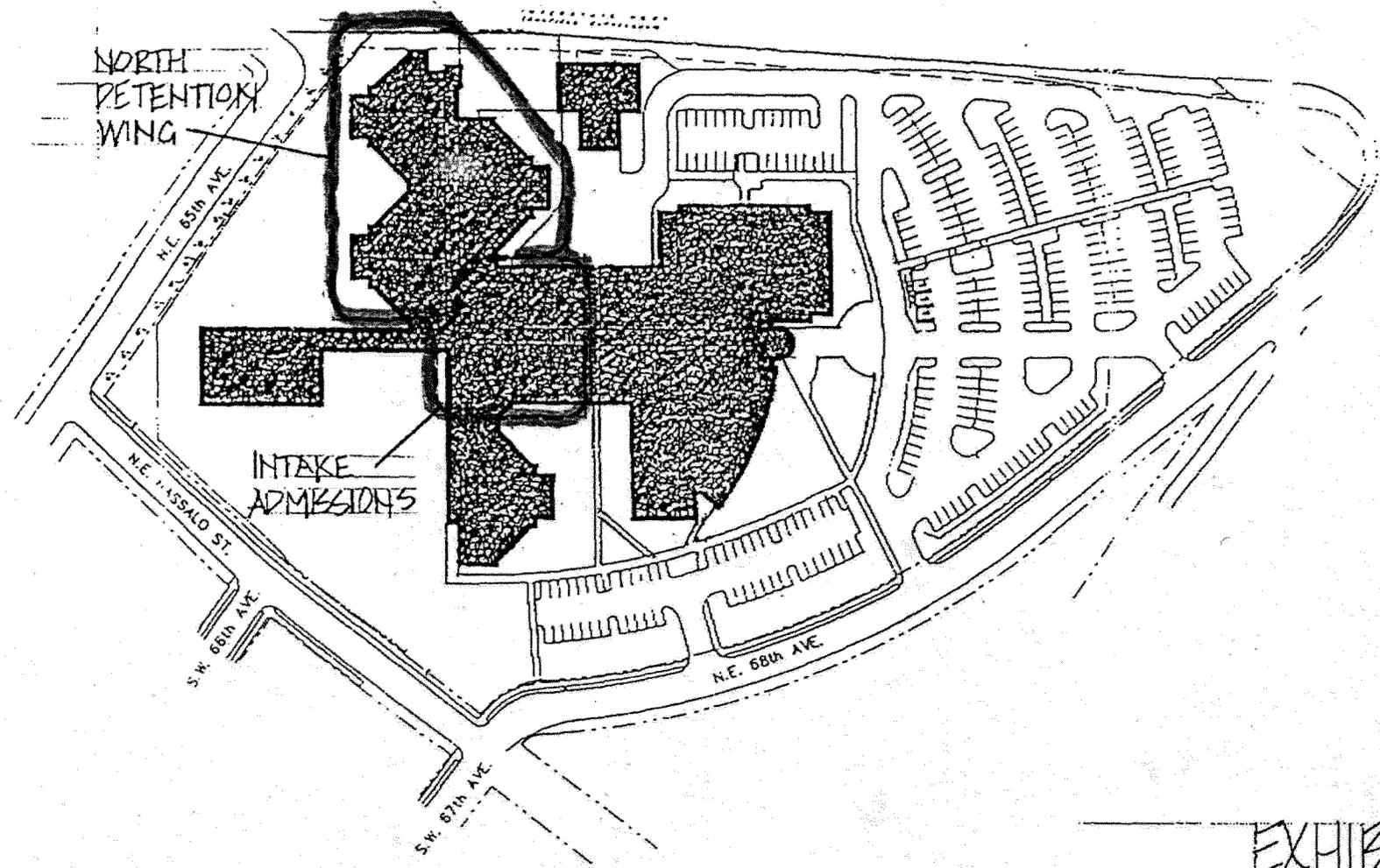
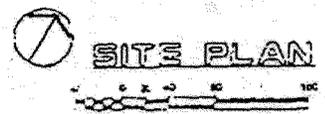


EXHIBIT A



KNO ARCHITECTS AND PLANNERS  
 PROFESSIONAL CORPORATION  
 1000 N. 10th Avenue, Suite 1200  
 Denver, Colorado 80202

JUVENILE JUSTICE COMPLEX  
 Juvenile Court, Juvenile Justice Division  
 & the Donald E. Long Home

CONCEPTUAL  
 SITE PLAN


**EXHIBIT "B"**  
**MULTNOMAH AND CLACKAMAS COUNTY**  
**SUBLEASE AGREEMENT**

DATE	AMOUNT
JULY 1, 1994	712,500
JULY 1, 1995	675,000
JULY 1, 1996	637,500
JULY 1, 1997	600,000
JULY 1, 1998	562,500
JULY 1, 1999	525,000
JULY 1, 2000	487,500
JULY 1, 2001	450,000
JULY 1, 2002	412,500
JULY 1, 2003	375,000
JULY 1, 2004	337,500
JULY 1, 2005	300,000
JULY 1, 2006	262,500
JULY 1, 2007	225,000
JULY 1, 2008	187,500
JULY 1, 2009	150,000
JULY 1, 2010	112,500
JULY 1, 2011	75,000
JULY 1, 2012	37,500

MEETING DATE: SEP 30 1993

AGENDA NO: R-11

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Sublease Agreement with Washington County

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

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

REGULAR MEETING: Date Requested: 9-30-93

Amount of Time Needed: 10 minutes

DEPARTMENT: Management Support Svcs DIVISION: Finance

CONTACT: Dave Boyer TELEPHONE #: X-3903

BLDG/ROOM #: 106|1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Ratification of Intergovernmental Revenue Agreement No. 500244 between Multnomah County and Washington County for lease of 10 bed spaces at Juvenile Justice Complex

*10/1/93 originals to Dave Boyer*

**SIGNATURES REQUIRED:**

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

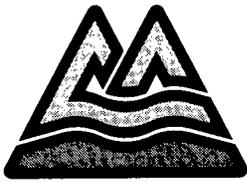
OR

DEPARTMENT MANAGER: *Dave Boyer*

BOARD OF  
COUNTY ADMINISTRATORS  
1993 SEP 20 PM 4:45  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

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

## MEMORANDUM

To: Board of County Commissioners

From: David Boyer, Finance Director *DB*

Date: September 17, 1993

Subject: Juvenile Justice Intergovernmental Agreements with  
Washington and Clackamas County

The attached intergovernmental agreements with Washington and Clackamas Counties represent lease payment revenues for their use of 10 bed spaces each in the Juvenile Justice Complex detention space. Both Counties have been leasing beds in the Donald E. Long Home for about 15 years and they have agreed to pay their share of the costs of the new Juvenile Justice Complex being constructed. Clackamas County is leasing space for a 20 year period and paying the County \$750,000 up front for their total rental obligation for the 20 years. Washington County is sublease purchasing 10 bed spaces and will be paying Multnomah County \$102,716 per year for the next 20 years.

The Facilities Management Division, Juvenile Justice Division, Finance Division and County Counsel have all been involved in negotiating these agreements and they are acceptable to all parties including Washington and Clackamas County.

Also included is a resolution which deposits these lease payments to the Capital Improvement Fund. We are recommending that the lease payments be deposited in the Capital Improvement Fund because it is financially prudent to use one time only funds and capital lease revenues for future capital investment.

If you have any questions please contact me at 248-3903



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

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

September 10, 1993

Mr. John Maltman  
Corporate Trust Division  
Bank of America Oregon  
1001 SW 5th Avenue  
Portland, OR 97204

Dear John:

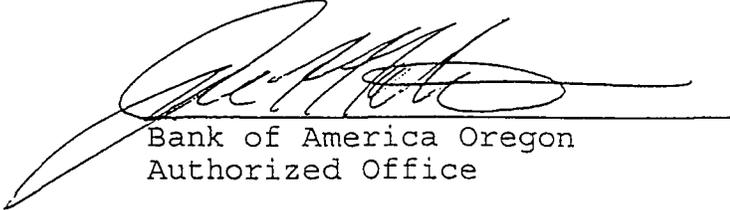
As required by our Juvenile Justice Complex Lease-Purchase agreement dated August 1, 1992, this is to request Bank of America Oregon authorization to sublease 10 bed spaces at the Complex to Clackamas County and 10 bed spaces to Washington County.

Multnomah County is close to finalizing sublease agreements with Washington County and Clackamas County whereby they will sublease 10 bed spaces each in the detention center. We have been renting spaces to these Counties for the last 15 years and wish to continue our cooperation. This sublease arrangement was disclosed in the official statement.

Please have the appropriate bank official sign the authorization block and return to me. Thank you for your assistance regarding this matter.

Sincerely,

  
David A. Boyer  
Finance Director

  
Bank of America Oregon  
Authorized Office



**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

Contract # 500244  
Amendment # \_\_\_\_\_

MULTNOMAH COUNTY OREGON

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>R-11</u> DATE <u>9/30/93</u></p> <p><u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	---

Department Management Support Services Division Finance Date September 17, 1993

Contract Originator David Boyer Phone x3903 Bldg/Room 106/1430

Administrative Contact David Boyer Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Description of Contract Intergovernmental Revenue Contract for lease of 10 bed spaces at Juvenile Justice Complex.

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

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

Contractor Name Washington County  
Mailing Address 155 N First Avenue  
Hillsboro, OR 97124  
Phone 648-8756  
Employer ID# or SS# \_\_\_\_\_  
Effective Date 10/1/93  
Termination Date None  
Original Contract Amount \$ \$1,180,155  
Total Amount of Previous Amendments \$ \_\_\_\_\_  
Amount of Amendment \$ \_\_\_\_\_  
Total Amount of Agreement \$ \_\_\_\_\_

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

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

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

Monthly \$ \_\_\_\_\_  Net 30

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

Requirements contract - Requisition required.

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

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

**REQUIRED SIGNATURES**

Department Manager *David Boyer*

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

County Counsel *[Signature]*

County Chair / Sheriff *[Signature]*

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

Encumber: Yes  No

Date 9/17/93

Date \_\_\_\_\_

Date 9-20-93

Date September 30, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

## MULTNOMAH COUNTY JUVENILE DETENTION

### SUBLEASE AND PURCHASE AGREEMENT

THIS AGREEMENT entered into in accordance with ORS Chapter 190 this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, between Multnomah County, a home rule subdivision of the State of Oregon, hereinafter referred to as "Lessor," and Washington County, subdivision of the State of Oregon, hereinafter referred to as "Lessee":

#### WITNESSETH:

WHEREAS, Lessor has entered into a Lease-Purchase and Escrow agreement (the "Lease" herein) dated as of August 1, 1992, which delegates Lessor to construct, occupy, and operate a Juvenile Justice Complex (the "Complex" herein) on that certain real property] situated in the City of Portland, County of Multnomah, State of Oregon. described as the northwest one-quarter of Section 32, Township 1 South, Range 22 East, Willamette Meridian, and,

WHEREAS, Lessor and Lessee wish to enter an Agreement to sublease bed spaces in the Complex from the Lessor at the actual yearly costs to Lessor.

WHEREAS, the Bank of America, Oregon, acting as Trustee under the Lease (hereinafter "Trustee") has approved Lessor's proposal to sublet a portion of the detention space within the Complex described below and known as "The Premises", and,

WHEREAS, It is the intention of the parties that at the end of the 20 years, Lessee will have a 7.81 percentage undivided interest in the premises within the Complex.

NOW, THEREFORE, the parties agree as follows:

1. PREMISES

Lessor hereby subleases to Lessee, and Lessee hereby subleases from Lessor upon the terms, conditions, and covenants hereinafter set forth, an undivided ten (10) bed spaces within the Complex (the "Premises" herein). The location of the Premises is outlined in red on exhibit "A". The Premises shall be finished by Lessor at Lessor's expense including specialized detention construction. As used in this Agreement, the term "Complex" is the entire Juvenile Justice Facility. The term "Premises" relates to the entire detention space within the Complex subject to this lease.

2. TERM

Except as otherwise provided herein, the term and duration of this sublease shall be perpetual. The term of the sublease shall commence on October 1, 1993.

3. SUBLEASE PURCHASE

Lessee shall pay Lessor the sum of One Hundred Two Thousand Seven Hundred Sixteen Dollars (\$102,716) per year as sublease payment. The sublease payment amount is subject to change and shall be based on 7.81% of the actual issue and refinancing cost

MULTNOMAH COUNTY JUVENILE DETENTION  
SUBLEASE AND PURCHASE AGREEMENT

September 14, 1993

Page 2

of any refinancing accomplished by Lessor during the term of this agreement. There shall be no sublease payment charge under this Section for Lessee's occupancy of the Premises prior to October 1, 1993. The initial sublease payment shall be due on October 1, 1993. All subsequent sublease payments shall be paid on October 1 of each year through October 1, 2012. In the event any substantial portion of the Premises is or becomes uninhabitable, then the Lessee's sublease payment shall be abated accordingly, provided Lessor is able to pass on the abatement to the Trustee under the Lease. Unless Lessor specifies otherwise, all sublease payment to be paid by Lessee to Lessor shall be made by a funds transfer to Multnomah County's Local Government Investment Pool Account #4017 and shall be paid without deduction or offset and without prior notice or demand with notice of transfer sent to Multnomah County Finance Division, 1120 SW Fifth Avenue, Room 1430, P.O. Box 14700, Portland, Oregon 97214-0700, or such other place as may be designated from time to time by Lessor.

4. ALLOCATION OF OPERATING AND MAINTENANCE COSTS

- A. In addition to the sublease payment provided in Section 3, Lessee shall pay to Lessor during the sublease term the same amount per bed space as paid by the Lessor for operating and maintaining the Premises, not to exceed 7.81% of the actual costs of operating and maintaining the Premises as set forth in Subsection B. of this section below. On commencement of the sublease term and by each January 1 during the sublease term, Lessor shall notify Lessee in writing of the estimated annual amount to be paid by Lessee for operating and maintenance costs. Lessee shall pay Lessor such estimated amounts prorated if appropriate on commencement of the term of this sublease in three equal payments on October 1, February 1, and June 1 in each year this sublease is in force, Lessor from time to time, by written notice to Lessee, may change the estimated amount to be paid on the dates stated above for such payments based upon Lessor's actual costs and expenses. Lessor shall within forty-five (45) days following the end of each fiscal year, furnish Lessee a statement showing in reasonable detail the actual costs and expenses of operating and maintaining the building during the preceding year (or partial year) together with a computation of the charge or credit to the Lessee for any difference between actual costs and estimated costs paid by Lessee for such period. Lessee shall pay Lessor any excess amount due within thirty days after Lessor gives notice thereof. If Lessee has made estimated payments in excess of actual costs, the excess payments shall be credited against subsequent sublease payment and operating and maintenance costs due hereunder.

MULTNOMAH COUNTY JUVENILE DETENTION  
SUBLEASE AND PURCHASE AGREEMENT

September 14, 1993

Page 3

- B. The actual costs of operating and maintaining the Premises shall include, the costs of management, repair, replacement and maintenance, security service, janitor service, grounds keeping, power, gas, lighting, heating, air conditioning, water, other utility services, garbage collection, and insurance maintained by Lessor.
- C. The delivery of detention services including, but not limited to, Admission, Supervision, and Release services shall be covered under a separate intergovernmental agreement subject to annual agreement.

5. DEFAULT BY LESSEE

If (a) Lessee shall fail to pay any sublease payment or operating and maintenance costs payable hereunder within 30 days from the date such sublease payment or operating and maintenance costs are payable, or (b) Lessee shall fail to keep any other term, covenant, or condition herein, or (c) Lessee shall abandon or vacate the Premises without the consent of lessor, or (d) Lessee's interest in this sublease or any part thereof shall be assigned or transferred without the consent of Lessor, either voluntarily or by operation of law, then, in any of such events, Lessee shall be deemed to be in default hereunder.

If Lessee should, after written notice, fail to remedy any default with all reasonable dispatch, not exceeding 30 days, then Lessor shall have the right, at its option, without any further demand or notice (a) to terminate the sublease and to re-enter the Premises and eject all parties in possession therefrom, or (b) to re-enter the premises and eject all parties therefrom, and without terminating the sublease relet the Premises, or any part thereof, upon such terms and conditions as Lessor may deem advisable, in which event the sublease payments received on such reletting shall be applied first to the expenses of reletting and collection, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commissions actually paid, and the balance shall be applied toward payment of all sums due or to become due to Lessor hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Lessee shall pay Lessor any deficiency. The foregoing remedies of Lessor are in addition to and not exclusive of any other remedy of Lessor, including, but not limited to, the right to recover sublease payment as it becomes due without terminating this sublease or Lessor's right to possession of the Premises. Any re-entry shall be allowed by Lessee without hindrance, and lessor shall not be liable in damages for any such re-entry or be guilty or trespass.

6. LATE PAYMENT OF SUBLEASE PAYMENT AND OPERATING COSTS

MULTNOMAH COUNTY JUVENILE DETENTION  
SUBLEASE AND PURCHASE AGREEMENT

September 14, 1993

Page 4

Any installment of sublease payment or operating and maintenance costs due to Lessor from Lessee not paid when due, shall bear interest at the rate of interest earned by Multnomah County's Local Government Investment Pool Account # 4017 from the due date until paid. Notwithstanding any dispute between Lessee and Lessor, Lessee shall make all payments when due and shall not withhold any payments pending the final resolution of the dispute. In the event of a determination that Lessee was not liable for payments or any portion thereof, the payments, or any excess as the case may be, together with interest on those payments in excess of payments at the same rate of interest as earned by the Local Government Investment Pool, shall be credited against subsequent sublease payments or operating and maintenance costs due hereunder.

7. NON-APPROPRIATION OF SUBLEASE PAYMENT

Notwithstanding any other provision of this sublease, this sublease shall terminate without penalty to Lessor in the event the Board of County Commissioners of Lessee shall fail as of July 1 of any fiscal year to appropriate sufficient funds for sublease payment and operation and maintenance costs payments to come due during the fiscal year.

In the event of such termination, Lessee immediately shall surrender the Premises to Lessor. Thereafter, neither party shall have any obligation to the other under this sublease.

8. USE

Lessee shall use said premises for juvenile detention and for no other purposes.

9. ASSIGNMENT AND SUBLETTING

The Lessee shall not assign this sublease or any interest hereunder; shall not permit any assignment hereof by operation of law; shall not subrent or sublet the Premises or any portion thereof, and shall not permit the use or occupancy of the premises by other than Lessee and its agents and employees, without first obtaining the written consent of Lessor and any other current Lessee, which consent shall not be unreasonably withheld or delayed.

10. LIABILITY FOR INJURY AND DAMAGE

A. Mutual Defense and Indemnity Clause

1. It is understood that Lessee and Lessor are both self-insured public bodies in the State of Oregon. Both Lessee and Lessor are subject to the Oregon Tort Claims Act, ORS 30.265, et seq.; however, if Lessee or Lessor are no longer self-insured, then Lessor shall

MULTNOMAH COUNTY JUVENILE DETENTION  
SUBLEASE AND PURCHASE AGREEMENT  
September 14, 1993  
Page 5

maintain comprehensive general liability and property damage insurance including automobile liability insurance that protects Lessee and Lessor and its officers, agents, and employees from any and all risks, claims, demands, actions, and suits for damage to property including, without limitation, cracking or breaking of glass, or personal injury, including death, arising from Lessee' use of or any condition of the Premises. The insurance shall protect Lessor against the claims of Lessee on account of the obligations assumed by Lessor under the indemnification clause and shall protect Lessor and Lessee against claims of third persons. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for occurrences involving property damage; or a single-limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to the maximum limits of liability imposed on municipalities of the State of Oregon during the term of this lease. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insured Lessor and its officers, agents, and employees. Notwithstanding the naming of additional insured, the insurance shall protect each insured in the same manner as though a separate policy had been issued with Lessor named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days' written notice first being given to the Lessor's Risk Manager. If the insurance is canceled or terminated prior to termination of the lease, Lessee shall provide a new policy with the same terms. Lessee agrees to maintain continuous, uninterrupted coverage for the duration of the lease. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Lessee.

2. Lessor and Lessee each agree, as to the other, to defend, indemnify and save harmless the other's officers, agents, and employees from and against all claims and actions and all expenses incidental to the investigation and defense of claims arising out of or as a result of damage or injuries to persons or property caused by errors, omissions, fault or negligence of the indemnifying County or that County's Employees.

3. This Agreement is expressly subject to the debt limitation for Oregon Counties set forth in Article 11, Section 10, of the Oregon Constitution and the Oregon Tort Claim Act, ORS 30.265, et seq.

11. BUILDING REGULATIONS

Lessor, for the proper maintenance of the Premises within the Complex, the rendering of good service, and the providing of safety, order, and cleanliness may make and enforce building regulations appropriate for such purposes, but not in enlargement of or inconsistent with the terms, covenants and material conditions of this sublease.

12. WAIVER OF BREACH OF COVENANT

No waiver of any breach of any covenant, term, or condition of this sublease shall be effective unless in writing. No waiver of any one breach shall be a waiver of any other breach.

13. MODIFICATION

This sublease may be modified only by endorsement in writing attached to this sublease, dated and signed by all the parties hereto. The parties shall not be bound by any oral or written statement of any servant, agent, or employee purporting to modify this sublease.

14. PERFORMANCE BY LESSOR

Lessor shall not be deemed in default for the nonperformance or for any interruption or delay in performance of any of the terms, covenants, and conditions of this sublease if due to any labor dispute, strike, lockout, civil commotion, or like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, legal injunction, inability to obtain labor, services or materials, or act of God or other cause beyond the reasonable control of Lessor.

15. EARLY VESTMENT OF TITLE IN LESSOR

If Lessor obtains early title to the Complex under the Lease between Lessor and Trustee, then thereafter Lessee shall still be obligated to pay sublease payment to Lessor under Section 3 hereof. If Lessor wishes to call the Certificates of Participation under the Lease between Lessor and Trustee, Lessor shall notify Lessee and allow Lessee the option to participate in calling the certificates. Lessee shall continue to pay the operation and maintenance costs of Premises.

16. DEFAULT BY LESSOR

Lessor and Lessee agree that should Lessor default on its Lease Purchase and Escrow Agreement with the Trustee Oregon regarding the Juvenile Justice complex, Lessee shall be entitled to a continuing minority interest in the Premises or a reimbursement of sums paid to Lessor under this Sublease Purchase Agreement. The parties agree that this sum is to be calculated as the total principal amount paid through the date of default as described in Exhibit "B" measured from the effective date of this Sublease Purchase Agreement

17. TITLE TO PROPERTY

Title to Complex, the land on which it is located, all related facilities as necessary or convenient thereto, all structural additions thereto, and all fixtures, equipment furnishings, and apparatus placed therein by Lessor shall remain in the name of the Trustee for Lessor during the term of the Lease and shall vest in Lessor at the end of the term of the Lease. Lessee, Washington County, shall be added to Lessor's title as possessing an undivided 7.81% interest in the detention space of Premises within the Complex.

18. COVENANTS

Lessee covenants and agrees that it will not take or permit to be taken any action that would cause the Lease or this sublease, or any part thereof, to be invalid or that would cause the interest on the Certificates of Participation (COP's) of Lessor issued to finance the Complex to become taxable to the holders of the COP's under Section 103 of the Internal Revenue Code of 1986, as amended.

19. INTENT

It is the intention of Lessor and Lessee that this sublease and purchase agreement shall not in any way impair or affect Lessor's right under the Lease between Lessor and Trustee. All provisions hereof shall be construed so as not to be such an impairment, effect, restriction, assignment, or transfer, and in the event a provision is so construed, the provision shall be deemed to be void.

Further, it is the intent of the parties that after mutual participation in this agreement for a period of 20 years, Lessee shall have a 7.81 percentage undivided ownership interest in the Premises subject to the Lessor obtaining title.

20. INDEMNIFICATION

The parties agree to the indemnification and liability constraints outlined in III.B. of the Intergovernmental Cooperation Agreement Regarding Detention Services that govern the provisions of this sublease.

21. TERMINATION

- (a) Except as provided in Section 5 hereof and in this Section, this sublease shall not be subjected to early termination by Lessor.
- (b) If the Lease is terminated due to a non-appropriation by Lessor as provided in the Lease, then this sublease shall terminate. Lessee shall be entitled to a pro rata reimbursement as determined through Exhibit "B".
- (c) If Lessor has obtained title to the Complex under the Lease, the Lessor shall have the right at any time to sell the entire Complex provided that Lessee shall receive 7.81 percent of the sale proceeds, less costs of sale, of the Premises portion only actually received by Lessor.

22. EXHIBITS AND ADDITIONAL PROVISIONS

Exhibits "A" and "B", which are referred to in this sublease, are attached hereto and by this reference incorporated herein.

23. NOTICE

Notice provided for hereunder shall be sufficient if deposited in the United States Mail, postage prepaid, and if to Lessor addressed to Multnomah County Chair, 1120 SW fifth Avenue., Room 1400, P.O. Box 14700, Portland, Oregon 97214-0700, and if to Lessee addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24. ENTIRE AGREEMENT

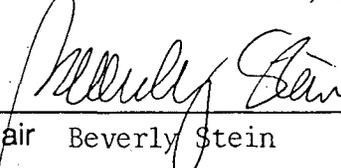
This sublease constitutes the entire, complete, and final expression of the agreement of the parties.

MULTNOMAH COUNTY JUVENILE DETENTION  
SUBLEASE AND PURCHASE AGREEMENT  
September 14, 1993  
Page 9

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first herein written.

Board of County Commissioners  
MULTNOMAH COUNTY, OREGON

Board of County Commissioners  
WASHINGTON COUNTY, OREGON

  
\_\_\_\_\_  
Chair Beverly Stein  
September 30, 1993  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair  
\_\_\_\_\_  
Date

Reviewed By:

  
\_\_\_\_\_  
H. H. Lazenby, Jr.  
for:

\_\_\_\_\_  
Commissioner

LAURENCE KRESSEL,  
County Counsel for  
Multnomah County, Oregon

\_\_\_\_\_  
Date

9/17/93  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Division Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Manager

\_\_\_\_\_  
Washington County Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-11 DATE 9/30/93  
DEB BOGSTAD  
\_\_\_\_\_  
BOARD CLERK

TO: FROM: FACILITIES MANAGEMENT

SEP 13, 1993 8:04AM H126 P.02

5032463292

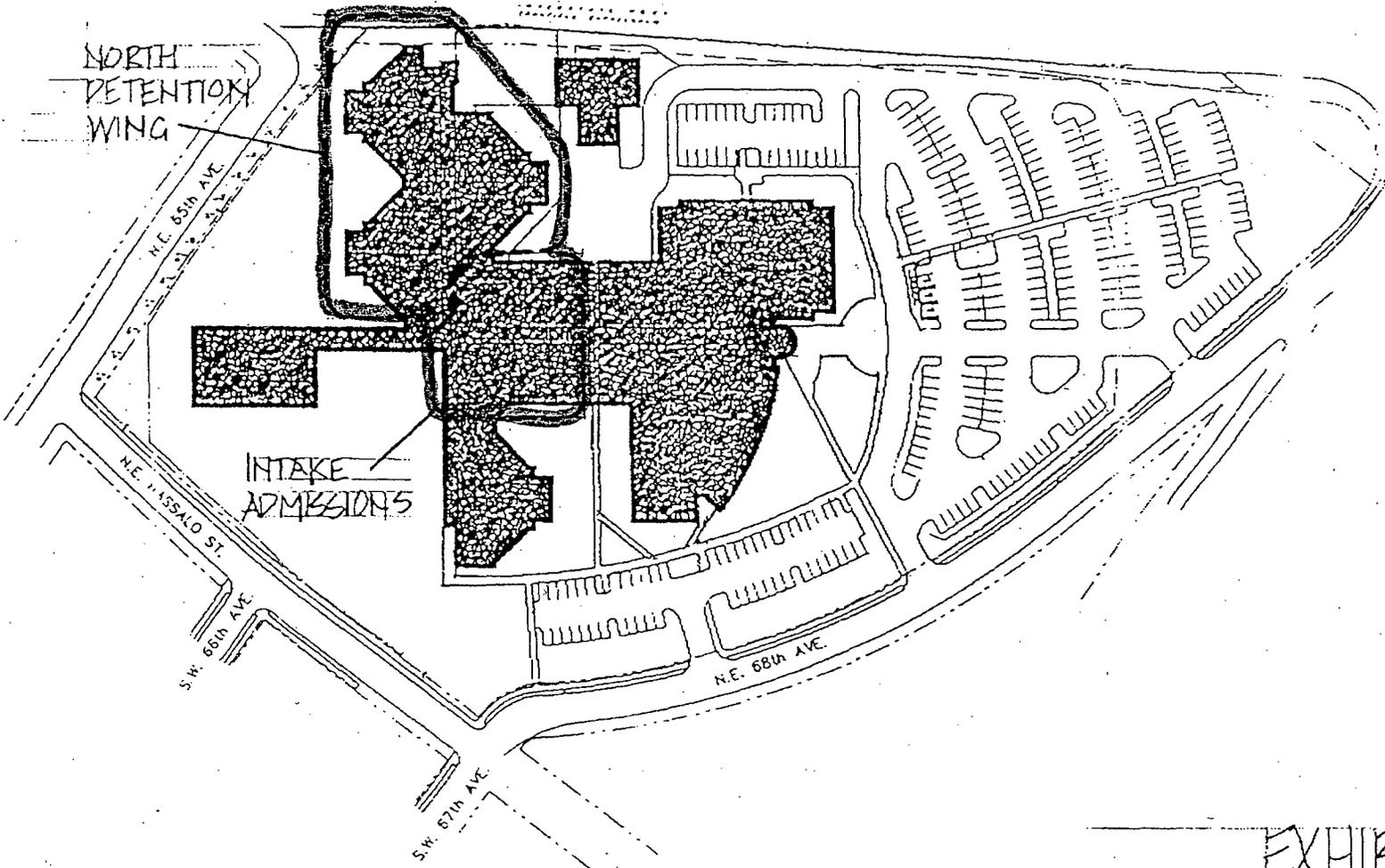


EXHIBIT A


**SITE PLAN**  
 0 20 40 80 100

**KNO ARCHITECTS AND PLANNERS**  
 PROFESSIONAL CORPORATION  
 1515 W. BURN AVENUE, SUITE 1000  
 OAKLAND, CALIFORNIA 94612

**JUVENILE JUSTICE COMPLEX**  
 Juvenile Court, Juvenile Justice Division  
 & the Donald E. Long Home

CONCEPTUAL  
 SITE PLAN


**EXHIBIT "B"**  
**MULTNOMAH AND WASHINGTON COUNTY**  
**SUBLEASE AND PURCHASE AGREEMENT**

<u>DATE</u>	<u>AMOUNT</u>
JULY 1, 1994	32,154
JULY 1, 1995	66,231
JULY 1, 1996	102,345
JULY 1, 1997	140,619
JULY 1, 1998	181,181
JULY 1, 1999	224,168
JULY 1, 2000	269,726
JULY 1, 2001	318,007
JULY 1, 2002	369,175
JULY 1, 2003	423,403
JULY 1, 2004	480,873
JULY 1, 2005	541,779
JULY 1, 2006	606,326
JULY 1, 2007	674,733
JULY 1, 2008	747,230
JULY 1, 2009	824,061
JULY 1, 2010	905,486
JULY 1, 2011	991,780
JULY 1, 2012	1,083,233
JULY 1, 2013	1,180,155

MEETING DATE: SEP 30 1993

AGENDA NO: R-12

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: RESOLUTION

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

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

REGULAR MEETING: Date Requested: 9-30-93

Amount of Time Needed: 5 minutes

DEPARTMENT: Management Support Svcs. DIVISION: Finance

CONTACT: Dave Boyer TELEPHONE #: 3903  
BLDG/ROOM #: 106 | 1430

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

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

RESOLUTION in the Matter of Depositing Lease-Purchase and Lease Payments Received from Washington and Clackamas Counties for Bed Space in the Juvenile Justice Complex to the Capital Improvement Fund.

*10/1/93 certified true copy to  
Dave Boyer*

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: *Dave Boyer*

BOARD OF  
COUNTY COMMISSIONERS  
1993 SEP 20 PM 4:44  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Depositing Lease-Purchase )  
and Lease Payments received from Washington) RESOLUTION # 93-330  
and Clackamas Counties for Bed space in the)  
Juvenile Justice Complex to the Capital )  
Improvement Fund )

WHEREAS, Multnomah County is constructing a Juvenile Justice complex; and

WHEREAS, the County issued Certificates of Participation that mature in 20 years to finance the construction; and

WHEREAS, Washington County has entered into a Sublease and Purchase Agreement to purchase 10 bed spaces within the Juvenile Justice Complex by financing their share of the cost over a 20 year period with an annual payment of \$102,716; and

WHEREAS, Clackamas County has entered in to a Sublease Agreement to lease 10 bed spaces for the next 20 years by paying a lump sum payment of \$750,000 for the entire term of the lease; and

WHEREAS, it is in the financial interests of Multnomah County to use these monies received from Washington and Clackamas County for capital investment;

THEREFORE, BE IT RESOLVED that the monies received, now and in the future, from Washington and Clackamas Counties that represent Lease-Purchase and Lease payments be deposited in the Capital Improvement Fund, and

THEREFORE, BE IT FURTHER RESOLVED, that the funds received be used for capital improvements in accordance with the Resolution governing the Capital Improvement Fund.

ADOPTED the 30th day of September, 1993.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair  
MULTNOMAH COUNTY, OREGON

By Laurence Kressel  
for Laurence Kressel, County Counsel  
For Multnomah County, Oregon

#1

PLEASE PRINT LEGIBLY!

MEETING DATE Sept 30, 1993

NAME TOM CROPPER

ADDRESS 2534 NE 63 Ave

STREET  
Portland OR 97213

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-13

SUPPORT  OPPOSE

SUBMIT TO BOARD CLERK

#2

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** Sept. 30, 1993

**NAME** R.M. Robin Huntington, Ph.D.

**ADDRESS** 4131 NE Laddington Court

**STREET**

Portland OR 97232

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-13

**SUPPORT**



**OPPOSE**

**SUBMIT TO BOARD CLERK**

#3

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 9-30-93

**NAME** Pauline Gustafson

**ADDRESS** 3306 NE Oregon

**STREET** Portland Ore **ZIP CODE** 97232

**CITY** Portland Ore **ZIP CODE** 97232

**I WISH TO SPEAK ON AGENDA ITEM #** R-13

**SUPPORT** X **OPPOSE** \_\_\_\_\_  
**SUBMIT TO BOARD CLERK**

#4

PLEASE PRINT LEGIBLY!

MEETING DATE 9/30/93

NAME MARK PARKER

ADDRESS 3615 NE HASSALO

STREET  
PORTLAND 97232

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R13

SUPPORT X OPPOSE \_\_\_\_\_  
SUBMIT TO BOARD CLERK

MEETING DATE: SEP 30 1993

AGENDA NO: R-13

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Procedures and Polices for the Board of Equalization

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

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

**REGULAR MEETING:** Date Requested: September 30, 1993

Amount of Time Needed: 15 minutes

**DEPARTMENT:** Environmental Services **DIVISION:** Assessment and Taxation

**CONTACT:** Stuart Farmer **TELEPHONE #:** 248-5217

**BLDG/ROOM #:** 106/1500

**PERSON(S) MAKING PRESENTATION:** Commissioner Tanya Collier

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

*10/4/93 copies to Stuart Farmer, Carol Kelsey, Cos Collier, Kelley, Hansen, Saltzman, Stein, Justice DeWain, In the Matter of setting out procedures and policies for the Board of Equalization and its members.*

*Robert Ellis, Kathy Tuxen, Steerill Rudolph, Maria Rop de Steffey, Mark Parker, Robin Hunsicker & Pauline Gustafson, Betsy Williams, Sandra Duffy, Tom Cropper*

BOARD OF  
COUNTY COMMISSIONERS  
1993 SEP 23 AM 10:19  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** *Tanya Collier* (sf)

**OR**

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

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

**Program to Work with Neighbors in the Areas to be Physically Assessed**

- The Division of Assessment and Taxation will be more aggressive in working with neighborhood associations in the areas to be physically assessed.
- Better coordination with the district neighborhood offices to ensure each neighborhood to be physically assessed is notified.
- The Division of Assessment and Taxation personnel to be available to attend information meetings.
- Written overview of appraisal process including how the six year cycle works and what the Division of Assessment and Taxation looks for when considering values.
- A story board display will be placed in the Division of Assessment and Taxation's public information room that will show how appraisals are done.
- For neighborhoods outside of the Neighborhood Association Boundaries, the Division of Assessment and Taxation will distribute press releases for the Oregonian and the Gresham Outlook as the Division of Assessment and Taxation begins assessment work in effected areas.
- The Division of Assessment and Taxation will provide better information on the process for citizens to continue the appeals process with the State Department of Revenue. The brochure explaining the appeal process to the state department of Revenue is to be reviewed and updated.

**Qualifications for Membership on the Board of Equalization**

Desirable Experience

A candidate ~~must~~ <sup>SHOULD</sup> have one or more of the listed credentials;

- Real estate experience (i.e., broker or property appraiser), etc.
- Title experience
- CPA or an economist
- Educator in the Finance or Business area
- Banking experience (i.e., loan officer), etc.
- Attorney with experience in the area of property litigation
- Property management
- Tax preparer
- HOMEOWNER
- PAST BOF E MEMBER

Personal Attributes or Desired Traits

- Must work cooperatively and conduct self in a tactful manner at all times
- Must be willing to commit necessary time during Board of Equalization sessions
- Must be available to attend required Department of Revenue and Multnomah County training sessions
- Must have the ability to speak up, ask questions, and express opinions during the hearings and during deliberations

Board of Equalization Mix

- Good ethnic representation
- Mixture and balance of men and women
- Diversity of age groups
- At least one member on Board I, II, and III must have experience in real estate or assessment and taxation
- At least one member on Board I, II, and III should be an ex-member of the Board of Equalization
- Members from throughout the County, representation from each district would be optimum
- SENSITIVITY to ISSUES of DIVERSITY

### Process for Appointment

First, there should be active recruitment <sup>REWRITTEN</sup> for the Board of Equalization members. Some suggestions:

Public Service Announcements should be placed annually in the Oregonian and other local newspapers by the Chair's office in conjunction with the Board of Equalization staff to solicit Board of Equalization members. Additionally, the Board of County Commissioners should contact constituents who meet the criteria and who are interested in serving on the Board of Equalization, and board staff members should share information regarding appointments with interested parties.

Second, the actual appointment process is as follows:

Once the interest forms are collected by the Chair's office, the Board of County Commissioners are informed by memo of the potential membership at least five days before the board meeting in which they are to be ratified. This allows time for the Board of County Commissioners to review the item. If there are no objections, the item is placed on the agenda (consent calendar) by the Chair's office. Thus, the Board of Equalization is appointed by the County Chair with the approval of the Board of County Commissioners.

Attachment # **C**  
In response to **item # 3** in Resolution 93-120  
Submitted by **Caroline Miller**  
Responsible for Implementation **Staff to the Board of Equalization**

# The Board of Equalization

## Handbook

Prepared on behalf of the  
Multnomah County Board of Commissioners

September 23, 1993

The Board of Equalization  
Handbook

Prepared on behalf of the  
Multnomah County Board of Commissioners

September 23, 1993

# Table of Contents

Introduction	4
Section 1 - Key Provisions of the Oregon Code	
Term of Office	4
Quorum	4
Records	4
Who May Appeal	4
Power of Attorney	4
Timely Receipt of Petitions	5
Board Orders	5
Section 2 - Board Regulations and Practices	
Continued Service	5
Board Rotation Scheduling	5
Personal Liability	5
Per Diem and the IRS	6
Health / Welfare / Unemployment benefits	6
Board Appraiser	6
Confidentiality	6
Conflict of Interest	6
Real Market Value	6
Hearing Procedures	7
Time Limits	7
Request for Rescheduling of Hearings	7
Request for Rehearing	8
Deficient Petitions	8
Withdrawals	8
Section 3 - Work Practices	
Office Hours	8
Decorum	8
Building Security System	8
Routing Holds for Assessment and Taxation	9
Files	9
Duplicating Materials	9
Section 4 - Duties of the Chairs	
Duties of Chair of Board I	9
Duties of Chairs of Boards II and III	10

**TIMELY RECEIPT OF PETITION** Any petition received through the United States mail regardless of country of origin "shall be deemed filed or received on the date shown by the post office cancellation mark stamped upon the envelope containing it, or on the date it was mailed if proof satisfactory to the addressee establishes that the actual mailing occurred on an earlier date. (ORS 305.820 (a)).

**BOARD ORDERS** The orders of the board of equalization shall be sent by registered or certified mail to the petitioner and shall be sent to the assessor. The orders shall specify what changes were made in the tax roll, if any. The board may issue amended orders to correct clerical errors appearing in its original orders. Such errors include but are not limited to arithmetic and copying errors and omission or misstatement of identification of property. Amended orders may only be issued during the board's session, or by call of the chairperson, within 30 days after final adjournment of the session.

## SECTION II - BOARD REGULATIONS AND PRACTICES

**CONTINUED SERVICE** Members of the board of equalization wishing to serve for an additional term must submit letters of interest to the chairperson of the Multnomah County Board of Commissioners. The clerk of the board of equalization and/or the County Chair's office has forms available.

**BOARD ROTATION** <sup>SERVICE ON OTHER BOARDS - NEW PARAGRAPH</sup> Although members are assigned to particular boards, rotating among boards is a practice which allows individuals to gain experience hearing not only residential but commercial, personal property and industrial properties as well. Rotation also makes scheduling easier and enables members to work with different colleagues. Anyone is free to state a preference however, and efforts will be made to honor such requests. Speak to the clerk or the Chair of Board I.

**SCHEDULING** Work schedules for board members are prepared at least a month in advance. Members will be asked what days they will be unavailable each coming month and the results posted for everyone to review. If at some later date a member discovers he/she cannot serve on an assigned day, IT IS HIS/HER RESPONSIBILITY TO FIND A SUBSTITUTE from among the other board members. Once a substitute is found, the scheduling clerk must be notified of the change.

**PERSONAL LIABILITY** The question of personal liability for board members is answered in a memo from Paul Mackey, assistant county counsel, to Jane Rhodes, chair of the board of equalization, (August 29, 1990). In it, he defines members of the board of equalization as agents of the county. The "governing body of any public body shall defend, save harmless and indemnify any of its officers, employees and agents, whether elective or appointive, against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duty." (ORS 30.265 (1)) However, this provision does not apply in cases of "malfeasance in office or willful or wanton neglect of duty." (ORS 30.285(2)). County counsel's conclusion is as follows: "absent evidence that a Board member has conducted themselves in a manner to take them out of the protection of the statute, the County has a legal duty to provide indemnification and defense in the event of a claim against one of your members." (August 23, 1990 memo / Mackey/Rhodes).

**PER DIEM AND THE IRS** The IRS has ruled that per diem paid to members of the board of equalization is reimbursement for costs and is not subject to social security or self employment taxes. However, per diem is subject to state and federal income taxes.

**HEALTH & WELFARE AND UNEMPLOYMENT BENEFITS** Although members of the board of equalization do serve as agents of the county, they are not county employees. They are not entitled to fringe benefits or unemployment compensation.

**BOARD APPRAISER** To aid the board of equalization, "the board shall hire one or more appraisers registered under ORS 308.010 or licensed or certified under ORS 674.310 and not otherwise employed by the county, and other necessary personnel for the purpose of aiding the board in carrying out its functions and duties under ORS 309.026. The boards of various counties may make such reciprocal arrangements for the exchange of appraisers with other counties as will most effectively carry out the functions and duties of the boards." (ORS 309.024)

**CONFIDENTIALITY** All board records which include information on personal property or industrial equipment are confidential. The board therefore maintains separate log books, tapes and minutes of those hearings. Petitioners may request that hearing room be emptied to protect that confidentiality, and the public will not be allowed access to the records of those confidential hearings. A petitioner may review his/her case only under the supervision of a board member or the clerk. All board members will be asked to read the State regulations on Confidentiality. You will sign the Confidentiality statement to record their compliance.

**CONFLICT OF INTEREST** Since board members have access to information which is not public information, great care must be taken in their role as guardians of the public trust. Just as there are rules barring insider trades on Wall Street, members of the board should not act or appear to act on information which comes to them as a result of their special position. Soliciting real estate/appraisal business from people appealing property values, expressing an interest in purchasing property or handing out business cards to the appellants is inappropriate conduct.

You will have access to financial information from commercial businesses. This is confidential information and must not be discussed outside of your board meetings. Chapter 244 of the Oregon Statutes details the need to make disclosures of potential conflicts of interest. ORS 244.040 of that chapter bars use of office to obtain personal gain. (see appendix)

**WHAT THE BOARD CAN HEAR** "The board of equalization can deal only with the value of property as it was estimated to be on July 1 of the current tax year or in a declining market as of the date the assessor chose as the point of minimum value during the tax year. This value appears on the tax statement received by the petitioner in October." (Memo, Feb. 12, 1993, Sandra Kennedy/ DOR to All Boards of Equalization and all Assessors)

"A decline in value which results from any other event or circumstances which occurred after July 1 cannot be acted upon by the board of equalization. If the board obtains such an appeal, they should dismiss the petition and instruct the petitioner to appeal to the board of ratio review. The petitioner must appeal to the board of ratio review in order to obtain relief, even though the circumstances that caused the decline occurred prior to December 31." (Ibid)

**REAL MARKET VALUE** "Real market value of all property, real and personal, as the

**MAKING THE DECISIONS** Any petitioner who returns to hear the board makes its decision on his/her appeal should be accommodated. The petition should be taken out of sequence, if necessary, and reviewed in the petitioner's presence. Not to do so denies the petitioner his/her rights and creates a quagmire for the clerk of the board. If the petition is not heard on the day assigned, the clerk must notify the petitioner in writing of the new time set for its review.

On the plus side, letting petitioners hear how the value is determined is probably an instructive tool and may help them make better appeals in the future.

## SECTION VI - RELATIONSHIP OF THE BOARD OF EQUALIZATION TO COUNTY OPERATIONS

**RELATIONSHIP OF BOARD OF EQUALIZATION TO THE DIVISION OF ASSESSMENT AND TAXATION** Assessment and Taxation provides clerical support to the Board of Equalization. This included telephone support, scheduling meetings and processing decisions made by the board. Appraisers and appraisal supervisors are also available for consultation. However, it must be emphasized that the Board of Equalization, a citizen's board, is independent from the county operations.

**RELATIONSHIP OF BOARD OF EQUALIZATION TO THE BOARD OF COUNTY COMMISSIONERS** The members of the Board of Equalization are appointed by the Multnomah County Board of Commissioners (ORS 309.010 [2]). The members of the Board of Equalization represent the County in matters of property appeals and their interaction with the public reflects upon Multnomah County. Appointees who are unable or unwilling to serve may be replaced "in the manner of the original appointment" (ORS 309.020[4]). As stated, the statutes grant limited authority over the Boards of Equalization to counties. General supervisory and training authority over Boards of Equalization is vested in the state Department of Revenue. If a member of the board fails to perform reasonably the Board of County Commissioners will schedule a hearing for replacement of the appointee upon providing notice of the pending hearing (ORS 306.220). <sup>ADD LANGUAGE: ... SENTENCE</sup> After hearing the facts, the Board of County Commissioners would adopt a resolution and order reciting the decision and the grounds for the decision.

## SECTION VII - MISCELLANEOUS INFORMATION

**PARKING** Off street parking is provided for members of the board of equalization. A map indicating where members may park appears in the appendix of this booklet. Street parking is discouraged because: 1) spaces are limited and the county wishes to be cooperative with its neighbors. 2) Petitioners need the access. 3) The one and two hour parking restrictions are vigorously enforced by the city of Portland. Using the assigned parking spaces on the county property means that members of the board of equalization will avoid getting costly tickets.

**INCLEMENT WEATHER** On days which are icy and snowy, members of the board should listen to their radios to determine if the county will be open for business. If the county offices are closed, a member should stay home even if he/ she feels able to reach the building because no

staff will be present . On other occasions when the weather is poor, but the county is open, the board is free to set its own policy, depending on whether or not a quorum can be gathered. To facilitate this decisions, the Chair of Board I should set up a phone tree which will allow him/ her to determine who shall be in attendance on any given snow days. Once the assessment is made, the Chair of Board I SHALL NOTIFY THE CLERK OF THE BOARD OF EQUALIZATION THAT A QUORUM HAS OR HAS NOT BEEN ACHIEVED.

**LUNCH** There are few restaurants within easy walking distance from the Morrison Building. Board members, therefore, are encouraged to bring their lunches and to share the lunchroom used by the staff of the various divisions housed in the Morrison building. Members who chose to do so should remember that they are guests of the permanent employees. Any baked goods or birthday cakes are meant for the members of a particular division and not necessarily for everyone who eats in the lunchroom. Please do not take any of these treats unless specifically invited to do so, or unless there is a sign which says anyone may share.

There is a refrigerator in the lunchroom where sack lunches may be stored. Coffee will be provided on a donation basis and available throughout the session.

**PAYROLL/PER DIEM/ TIME SHEETS** Members of the board of equalization will receive their compensation on a monthly basis, and sometime around the 10th of the month. At that time, members will also receive a computer driven calendar of the days worked. Members should check their calendars to determine whether or not they have been fully compensated. Members are paid in four hour increments.

### SECTION VIII - HOW TO READ A CHARACTERISTIC CARD

The following pages give a summary of the codes shown on the characteristic card. It is intended to be a quick reference. Detailed information can be found in the "Residential Characteristics Manual" which can be obtained from the clerk of the board. Many codes appear on the back of the characteristic card as well.

The sequence of presentation follows the format of the manual, and pages references where more detail can be found appear in the parentheses.

**Job Description for Members of the  
Board of Equalization**

Members of the Board of Equalization, sitting as a citizens board, hear appeal petitions from taxpayers who dispute the value of their property as assessed by the County Assessor.

Board of Equalization members review the evidence as presented by the petitioner and using data provided by the County (Ratio Study, Comparable Sales Information, Appraisal Information) make a determination on the market value of the property under appeal.

Board members are responsible for the formal recording of decisions.

T E S T I M O N Y

To:  
Board of County Commissioners  
Multnomah County, Oregon

From:  
Robert M. "Robin" Huntington, Ph.D.  
4131 N. E. Laddington Court  
Portland, Oregon 97232.  
Tel. 235-5938

Date: September 30, 1993

**Thanks and hurrah, yet there's more to be done!**

[Appropriate thanks to Chair Bev Stein, Cmsr. Tanya Collier, the other Commissioners, the Task Force, Former-Cmsr. Carolyn Miller, and the citizens of Laurelhurst.] *And Janice Driscoll, Div. of Acct.*

BUT, major unsolved problems remain in the assessment and assessment-appeal area -- as follows:

1. (Please take my word for it as a once mathematical statistician,) the basic assessment equation (land + improvements = total) is wrong (too simple). That being so, all computer programs having to do with the equation are wrong.
2. Only the human being can make the complex difficult judgments which are later fed into the basic equation. Good judgments require top-grade personnel, and that most precious of commodities, time. Ergo, to make good assessments, of all the properties in Multnomah County, every six years, with, ~~100~~ *about 40* assessors, is impossible! This fact must be faced.
3. If we improve the techniques, improve the assessors, and increase the number of assessors, the assessments will be better, hence will require less equalization. Nevertheless, I predict that the equalization process will remain central and crucial as long as we keep Measure 5. It is therefore necessary that the County notify the Legislature that the BOE law requires improvement.
4. The first thing that must be done is that ORS 309 must allow the large counties to constitute as many sub-boards of the overall Board of Equalization as they need (so that appellants can have time enough, like 10-15 minutes, to argue their cases (which may concern their ability to keep their homes -- or even to keep their solvency!))
5. The writing in ORS 309 is shockingly bad! Many other quirks and ambiguities in it should be cleared up. One of the most glaring is: The Scheduling Clerk should be allowed to, without constraint, draw from the pool of all BOE members in constituting the sub-boards that are going to sit on the particular day.
6. A final point simply screams for our attention. The appellants, and the BOE members too, go to enormous trouble to correct the assessments to the "truly true" value. But these corrections, achieved at such cost in labor and anguish, are then thrown away at the time of the next physical assessment. THIS IS WRONG (good data should never be thrown away)! Rather, the bases for the corrections should be entered on the permanent Characteristics Card, and in consequence considered in each future assessment. Four examples, drawn from life (in Laurelhurst), will underscore this point:
  - a. The badly-cast foundation is too porous, and the north basement wall is crumbling.
  - b. The interior has been butchered by a tasteless do-it-yourselfer.
  - c. The land should be 75 percent of normal value because it is located on super-busy 39th Avenue.
  - d. The second lot of the parcel is unbuildable, hence is more a liability than an asset, and therefore should be valued at only 25 percent of the main lot.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of setting out procedures and policies )        R E S O L U T I O N  
for the Board of Equalization and its members        )        93-331

WHEREAS, state law requires creation of local Boards of Equalization to hear and decide appeals by citizens of local property tax assessments; and

WHEREAS, passage of the property tax limit (Measure 5) has focused increased public attention on the processes by which property tax assessments are appealed and determined; and

WHEREAS, in Multnomah County, the appeals workload has resulted in creation of three panels of Board of Equalization; and

WHEREAS, the panels of the Board of Equalization come into contact with thousands of county citizens each year; for many people, this contact is their most significant personal experience with county government; and

WHEREAS, given the importance of the Board of Equalization as a decider of property tax appeals and as a representative of county government, it is necessary and desirable that the functions and processes of the Board be examined and improved where possible; and

WHEREAS, resolution 93-120 was passed by the Board of County Commissioners to address specific issues related to the functions and processes of the Board of Equalization; and

WHEREAS, specific issues in Resolution 93-120 have been addressed by the attachments A through I; and

WHEREAS, attachments C, H-1 and H-2 are living documents and may be changed or updated under the direction of the Division of Assessment and Taxation; and

WHEREAS, the attachments A through I reflect the collaborative work of the citizen task force, Division of Assessment and Taxation, the Board of County Commissioners and a private consultant; and

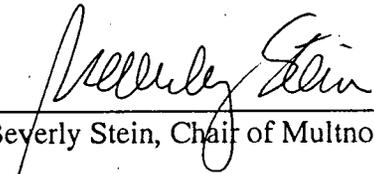
WHEREAS, this collaborative work represents a major step forward to working towards making the functions and process as user friendly as possible to the taxpayers of Multnomah County.

BE IT RESOLVED that Multnomah County hereby adopts attachments A through I to put in place procedures and polices relating to the Board of Equalization and its members.

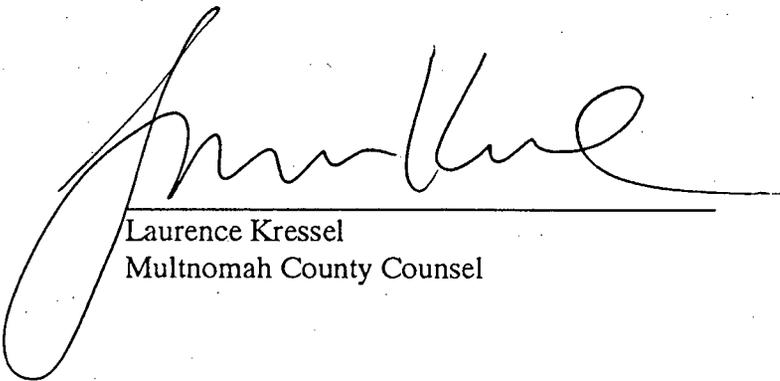
DATED this 30th day of September, 1993.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON



  
Beverly Stein, Chair of Multnomah County

REVIEWED:

  
Laurence Kressel  
Multnomah County Counsel

**Program to Work with Neighbors in the Areas to be Physically Assessed**

- The Division of Assessment and Taxation will be more aggressive in working with neighborhood associations in the areas to be physically assessed.
- Better coordination with the district neighborhood offices to ensure each neighborhood to be physically assessed is notified.
- The Division of Assessment and Taxation personnel to be available to attend information meetings.
- Written overview of appraisal process including how the six year cycle works and what the Division of Assessment and Taxation looks for when considering values.
- A story board display will be placed in the Division of Assessment and Taxation's public information room that will show how appraisals are done.
- For neighborhoods outside of the Neighborhood Association Boundaries, the Division of Assessment and Taxation will distribute press releases for the Oregonian and the Gresham Outlook as the Division of Assessment and Taxation begins assessment work in effected areas.
- The Division of Assessment and Taxation will provide better information on the process for citizens to continue the appeals process with the State Department of Revenue. The brochure explaining the appeal process to the state department of Revenue is to be reviewed and updated.

### Qualifications for Membership on the Board of Equalization

#### Desirable Experience

A candidate should have one or more of the listed credentials;

- Real estate experience (i.e., broker or property appraiser, etc.)
- Title experience
- CPA or an economist
- Educator in the Finance or Business area
- Banking experience (i.e., loan officer, etc.)
- Attorney with experience in the area of property litigation
- Property management
- Tax preparer
- Home owner
- Past Board of Equalization Member

#### Personal Attributes or Desired Traits

- Must work cooperatively and conduct self in a tactful manner at all times
- Must be willing to commit necessary time during Board of Equalization sessions
- Must be available to attend required Department of Revenue and Multnomah County training sessions
- Must have the ability to speak up, ask questions, and express opinions during the hearings and during deliberations

#### Board of Equalization Mix

- Good ethnic representation
- Mixture and balance of men and women
- Diversity of age groups
- At least one member on Board I, II, and III must have experience in real estate or assessment and taxation
- At least one member on Board I, II, and III should be an ex-member of the Board of Equalization
- Members from throughout the County, representation from each district would be optimum
- Sensitivity to issues of diversity

### **Process for Appointment**

As of the 1994 selection process, there will be active recruitment for the Board of Equalization.

Public Service Announcements should be placed annually in the Oregonian and other local newspapers by the Chair's office in conjunction with the Board of Equalization staff to solicit Board of Equalization members. Additionally, the Board of County Commissioners should contact constituents who meet the criteria and who are interested in serving on the Board of Equalization, and board staff members should share information regarding appointments with interested parties.

Second, the actual appointment process is as follows:

Once the interest forms are collected by the Chair's office, the Board of County Commissioners are informed by memo of the potential membership at least five days before the board meeting in which they are to be ratified. This allows time for the Board of County Commissioners to review the item. If there are no objections, the item is placed on the agenda (consent calendar) by the Chair's office. Thus, the Board of Equalization is appointed by the County Chair with the approval of the Board of County Commissioners.

Attachment #C  
In response to item #3 in Resolution 93-120  
Submitted by Caroline Miller  
responsible for Implementation Staff to the Board of Equalization

# The Board of Equalization

## Handbook

Prepared on behalf of the  
Multnomah County Board of Commissioners

September 30, 1993

# Table of Contents

Introduction	4
Section 1 - Key Provisions of the Oregon Code	
Term of Office	4
Quorum	4
Records	4
Who May Appeal	4
Power of Attorney	4
Timely Receipt of Petitions	5
Board Orders	5
Section 2 - Board Regulations and Practices	
Continued Service	5
Service on other Boards	5
Personal Liability	5
Per Diem and the IRS	6
Health / Welfare / Unemployment benefits	6
Board Appraiser	6
Confidentiality	6
Conflict of Interest	6
Real Market Value	6
Hearing Procedures	7
Time Limits	7
Request for Rescheduling of Hearings	7
Request for Rehearing	8
Deficient Petitions	8
Withdrawals	8
Section 3 - Work Practices	
Office Hours	8
Decorum	8
Building Security System	8
Routing Holds for Assessment and Taxation	9
Files	9
Duplicating Materials	9
Section 4 - Duties of the Chairs	
Duties of Chair of Board I	9
Duties of Chairs of Boards II and III	10

Section 5 - Conducting Hearings

Hearings	10
Time Limitations	12
Making Decisions	12

Section 6 - Relationship of the Board of Equalization to County Operations

Relationship to Division of Assessment and Taxation	13
Relationship to Board of Equalization	13

Section 7 - Miscellaneous Information

Parking	13
Inclement Weather	13
Lunch	14
Payroll / Per Diem / Time Sheets	14

Section 8 - How to Read a Characteristic Card 14

Glossary of Terms 23

Appendix - List of Source Documents 25

ORS 244.040	Code of Ethics	Appendix A
ORS 305.820	Timely filing of Appeals	Appendix B
ORS 309.020	Board of Equalization / General Provisions	Appendix C

Department of Revenue Regs. 309 Appendix D

**DOR Memoranda**

Jim Wilcox;	Real Market Value	Appendix E
S. Kennedy;	Board of Equalization vs. the Board of Ratio Review	Appendix F

**County Memoranda**

Mackey / Rhodes;	Personal Liability	Appendix G
DuBay / Miggins;	Standing of Board of Equalization members	Appendix H

Map of Parking Facilities for Board Members Appendix I

## INTRODUCTION

Welcome to the Board of Equalization! This handbook serves two functions:

- a) it acts as a guide for new members and
- b) provides a review for those with experience.

The information contained within cannot anticipate every question which may arise during a session, but should prove useful as a reference when making decisions. Any document referred to but not quoted in its entirety is footnoted by a parenthesis.

### SECTION I - KEY PROVISIONS OF THE OREGON CODE

**TERM OF OFFICE** General provisions regarding the Board of Equalization can be found in (ORS 309.020) of the Oregon codes. The code states that the term of office for members of the Board of Equalization begins on January 1 and ends June 30 of the same year or until a successor has been appointed.

The board of equalization shall convene on the second Monday in January of each year and shall continue from day to day, exclusive of legal holidays, until its work is completed. The board shall hear petitions for reduction of the real market or assessed value of property as of July 1 of the current tax year. The board shall adjourn no later than April 15.

**QUORUM** To form a quorum of the board when it is in session, two members must be present. An alternate may sit as a member of the board to achieve a quorum, but in no case may a member of the board or an alternate participate in making a decision on an appeal if that member or alternate was not present at the hearing.

**RECORDS** Hearings of the Board of Equalization are recorded on tape as well as in written records. (As an aside, members must be careful about noise in or around the recorders as excessive paper shuffling, coughing or whispers can interfere with the quality of the taped record).

**WHO MAY APPEAL** The board may hear appeals from an owner or the owner of a taxable property or his/her attorney, or any relative or person licensed as an Oregon real estate broker or an Oregon state certified appraiser or Oregon state licensed appraiser or the lessee of the property if the lessee, relative or person holds a power of attorney executed by the owner or owners or person in whose name the property is assessed. A copy of the power of attorney shall be attached to the petition.

Please note that sometimes purchasers of property will appeal a valuation. If they did not own the property on July 1 of the tax year, they do not have standing to appeal nor does the board of equalization have the authority to order changes in the valuation on the purchaser's petition.

**POWER OF ATTORNEY** For detailed instructions on Power of Attorney, see (PPS. 101 to 102 Board of Equalization Manual issued October 1992.)

property exists on the date of assessment, means the minimum amount in cash which could reasonably be expected by an informed seller acting without compulsion from an informed buyer acting without compulsion, in an arm's length transaction during the fiscal year.

Real market value in all cases shall be determined by methods and procedures in accordance with rules adopted by the Department of Revenue and in accordance with the following:

- (a) the minimum amount a typical seller would accept or the highest amount a typical buyer would offer which could reasonably be expected by a seller of property.
- (b) An amount in cash shall be considered the equivalent of a financing method that is typical for a property.

...The significant difference in the new measure 5 standard is a change in the period of time over which we are to examine the real estate market. In the past, your concern was over the market as it existed on a single date January 1. The new standard is the minimum value during the fiscal year. During the summer of 1992, the assessor forecasted that minimum value and the forecast was presented to the board of equalization. In most cases, the evidence was that the real estate market was going up and that the minimum value during the fiscal year occurred on the first day of the fiscal year July 1.

The question you must now answer is: Given the range that represents market value and based on market data, is the value of the appeal property, as the property existed on July 1, lower than the value forecasted by the assessor?" (Memo to All Boards of Equalization/All County Assessors from Jim Wilcox, DOR dated January 13, 1992)

**HEARING PROCEDURES** John DuBay, assistant County counsel writes that the board's procedures must provide due process and defines it as follows: "The rudiments of due process include due notice, an opportunity to present the grounds for the petition, and equality of treatment for all petitioners." (Memo, Feb. 11, 1993 John Dubay, Chief assistant County Counsel/Hank Miggins, Executive Assistant to Chair.)

**TIME LIMITS** County Counsel's opinion is that the board may set reasonable time limits for hearing. Usually, this is decided by the board at its first meeting and is based upon the number of petitions filed. (For a fuller discussion of this topic see pg. 18).

**NUMBER OF BOARDS IN SESSION** The board of equalization has two ways of responding to the work load: 1) It can reduce the number of boards in session if the number of petitions filed is small or it can use all 3 boards if the number of petitions filed is large. In no case can it extend the number of boards in session beyond the number granted by the legislature. To increase that number would require that new legislation be submitted by the Board of County Commissioners and that it be passed at a session of the legislature. 2) The other means of flexibility the board of equalization has is to reduce or increase the length of time petitioners have for a hearing. (See pg. 18, Time Limitations.) There is no provision in the statues for unprocessed petitions after the April 15 deadline.

**REQUESTS FOR RESCHEDULING OF HEARINGS** The statutes require a minimum of five days written notice of the time and place to appear for an petitioner to make his/her appeal.(ORS 309:100 (4)) Multnomah County's policy is to mail notices at least 9 days, including Saturday but not Sunday between the date of the hearing and the date of the notice. Although the clerk will try to accommodate scheduling requests of the petitioner, requests for rescheduling are not generally honored. The board may reschedule in the case of extreme emergency or hardship.

**REQUESTS FOR REHEARINGS** Requests for rehearings after a board decision has been made are usually not honored. The next step in the petitioner's appeal is to the Department of Revenue (DOR). Usually, the work schedule of the board of equalization does not permit rehearings, even if new information is available. Since the petitioner may appeal to the DOR, it is felt that he/she is not harmed by having a rehearing denied. "Due process does not require a rehearing if the procedures at the first hearing afforded due process. However, the statutes do not prohibit rehearings. The board could allow them as a matter of discretion. However, without rules setting out the conditions and procedures to grant rehearings, the requirement of equal opportunity for all could create a problem for the board." (Memo, Feb. 11, 1993, John DuBay, Chief Assistant County Counsel/ Hank Miggins, Executive Assistant to Chair).

**DEFICIENT PETITIONS** County policy requires that all petitions missing information or containing faulty information as described in the Board Manual, will be returned to the petitioner for correction. The petitioner will be given 20 days to return the petition. Any questions regarding whether or not a petition is deficient will be referred to the Chairperson of Board 1. If the petition is returned and is still deficient, the case will be scheduled. If the petition is not returned, the Board will decide whether to dismiss or schedule the case.

**WITHDRAWALS** Upon receiving a written request from the petitioner to withdraw a case, the board will dismiss the petition, stating the cause as withdrawn upon petitioner's request.

### SECTION III - WORK PRACTICES OF THE BOARD

**OFFICE HOURS** Generally, the business hours of the board of equalization will be set after discussion at its first meeting of the session. Board members are asked to work full days, somewhere between 8:30 a.m. to 4:00 p.m., when they serve. Other starting and ending times can be set as the board sees fit. Generally, the number of petitions filed determines the number of days worked, the number of boards called into session and the length of the work day. Board members are discouraged from working beyond 4:30 p.m. as staff leaves at that time and security devices become activated in the evening which make it difficult to exit the building without a risk of tripping an alarm.

**DECORUM** As agents of the county, members of the board of equalization are expected to maintain standards of appearance, manner and language that are in accord with those required of county employees.

**BUILDING SECURITY SYSTEM** County staff hours are from 8:00 a.m. to 4:30 p.m. During this period, anyone can enter or leave the building through any of its doors. If board members plan to stay beyond 4:30 p.m., they must make certain that any items they wish to take with them, e.g. coats, keys, umbrellas, purses, are not left in the central office. Those doors are locked at

4:30 p.m.. Board members who plan to stay late should speak to the staff about how to leave the building once security systems are in place. For obvious reasons, the security measures are not described here.

**MAIL BOXES** Each Board member is assigned a mail box which is located at the west end of the central office. Check for materials on a regular basis at least two or three times a day. Items meant to be routed to other members will pile up otherwise and slow up decisions and record keeping.

**ROUTING HOLDS FOR A & T** UNDER NO CIRCUMSTANCES SHOULD ANY BOARD MEMBER ROUTE MATERIALS TO THE DIVISION WITHOUT GOING THROUGH THE CLERK OF THE BOARD OF EQUALIZATION. Doing so will increase the possibility that a file will be lost. Completed routing forms should be attached to the petition in question and given to the clerk. He/She will send the file to A & T and keep a record of its progress.

When the file is returned it will be routed to the appropriate members. They are to read A & T's comments and note their decision on the routing form and pass the material on to the next board member noted. When the decision of each board member is obtained, the chair of the affected board enters the majority decision into the record.

**FILES** At the end of each day the files assigned to each board are returned to the clerk. They should be in numerical order. The only exceptions to this procedure are those files which are to be sent to Assessment and Taxation. They are separated from the batch and are given to the clerk with their routing forms attached.

**DUPLICATING MATERIALS** There are no facilities to assist the public in duplicating material. Instructions to the petitioners indicate as much and they are advised that anything entered into the record cannot be returned. If petitioners want copies of their records, they must make their own arrangements in advance.

#### SECTION IV - DUTIES OF THE CHAIRS

**DUTIES OF THE CHAIR OF BOARD I** The chair of board I conducts the general meetings of the board which may include members of boards I, II and/or III. He/She works with staff to see that any new information is shared among the boards and that there is reasonable uniformity in the way boards perform and evaluate appeals. Board staff is not under the supervision of the chair of board I but he/she may expect to be consulted with regard to schedules and any difficulties that may impede the flow of work. Staff will bring issues impacting petitioners to the attention of the chair of board I and to the chairs of Board II and III when appropriate or if directed to do so by the chair of board I.

In the course of a session, numerous issues may arise. For example, a petitioner may request a rehearing, or a citizen may file a complaint, or there may be a dispute among board members. The chair of board I is charged with the responsibility for keeping the work of boards running smoothly and should act in concert with the whole or with individuals to resolve problems.

To facilitate this work, the chair of board I shall call meetings he/she deems necessary. For

example, after a week or two of service, new board members may welcome an opportunity to raise questions about their experiences. Or, it can happen that during a session, individual boards may begin to drift in their practices. When this happens the chair of board I must resolve the discrepancies so that equity is preserved for the petitioners. Common points of departure are on how to weigh the merits of professional appraisals or on what method to use in calculating the cap rate.

In setting these internal regulations and policies the chair of board I should, as much as possible, strive for a consensus among the members. Failing that, he/she shall operate by majority rule, unless there is some conflicting County policy or a legal impediment.

The chair of board I is responsible for the morale of the members. He/She will meet with members who are excessively tardy, frequently absent or too often leave the work place early as such conduct places an undue burden upon others and may cause resentment. Questionable conduct of any kind shall come under the purview of the chair of board I. If the problem is one which cannot be resolved or has legal implications, the chair of board I should bring the matter to the attention of the Chair of the Multnomah County Board of Commissioners or the Commissioner assigned as liaison.

Requests for assistance from any county division other than that provided by Assessment and Taxation, county counsel for example, are to be channeled through the chair of board I. Following this procedure avoids duplication of effort.

**DUTIES OF THE CHAIRS OF BOARD II and III** The chair of each board is responsible for the conduct of its sessions, for recording board decisions when necessary and communicating information which he/she receives to fellow board members. The chair of each board is also responsible for working with the clerk assigned to his/her board to make sure that records are complete and that they reflect the reasons for the board's decisions. The chair should work with the clerk to make sure that he/she understands the board's expectations and to acquaint him/her with how the board conducts its business.

The chair of each board shall be responsible for returning the files to the clerk at the end of each work day and shall ensure that they are in numerical order or properly tagged for routing to Assessment and Taxation.

The chair of each board shall be responsible for taking the computer terminals off line at the end of each working day or shall direct that it be done.

The chair of each board is responsible for the smooth conduct of business. Problems or questions which arise which go beyond the scope of the individual board's routine should be brought to the attention of the chair of board I.

## SECTION V - CONDUCTING HEARINGS

**HEARINGS** Hearing should be conducted in a manner that gives the petitioner sufficient time to present their appeal. The chair should call the petitioner's name and read the petition number aloud. The petitioner is then asked to give his/her name and address for the record. The address

requested is the mailing address where the board's decision is to be sent, not the address of the subject property under appeal, though most often these will be the same. Next the chair will announce the value set by the assessor and the requested value of the petitioner. If the property in question is a rental, the chair will indicate the amount of income the property generates per month. Then, the chair will ask the petitioner to tell the board why he/she feels the value should be reduced and marks the petition number on any exhibits that the petitioner provides which are not already in the file. The chair makes clear to the petitioner that no documents submitted with the appeal may be returned.

After the petitioner has stated his/her reasons for wishing a change in the valuation of the subject property, the board members may ask questions to clarify the testimony. After all questions are answered, the chair puts the petition filed in order with all the exhibits and gives it to the clerk or the member of the board who is keeping the files in numerical order. The chair thanks the petitioner for his/her presentation and tells him/her when the board expects to make its deliberation on the petition and invites the petitioner to return to hear the discussion. The chair advises the petitioner that during the deliberations, no further testimony is taken.

Regardless of whether or not the petitioner wishes to return to hear the deliberations, the chair tells the petitioner that he/she will be notified of the board's decision by certified mail. The chair apprises the petitioner of his/her right to appeal the board's decision and gives instructions on how to obtain written information that tells him/her how to make that appeal.

#### SAMPLE DIALOGUE

CHAIR: Petition # 37452 is before us. The subject property is at 216 NW Feathersone. The assessor has the property valued at \$23,000. The petitioner requests that the value be set at \$20,500. Subject property is a duplex, with rental income per unit of \$150 per month. The property was built in 1940. It is a class 3. Each unit consists of one bedroom and one bath. Will the petitioner please give his/her name and mailing address for the record and tell us why he/she feels the value of the property should be set at \$20,500. Please try to hold your comments within the time frame allowed so that others waiting will not be unduly delayed.

PETITIONER: My name is Mrs. Danby.....

CHAIR: (After Mrs. Danby's testimony) Mrs. Danby has stated her reasons for her appeal. Do the members of the board have any questions to ask of her?  
(questions and answers by the board members and petitioner.)

CHAIR: Thank you Mrs. Danby for your presentation. The board will be making decisions this afternoon between 1 and 4 p.m. You are welcome to hear the deliberations which will begin at 1 p.m. this afternoon. However, you will not be allowed to enter any further testimony at that time. If you do not plan to return this afternoon, our decision will be mailed to you by certified mail in approximately 4 weeks. If you are dissatisfied with the board's decision, you may appeal to the Department of Revenue. The instructions for how to file are on the blue sheets that are on the chair by the door. Please be sure to take one before you leave.

\*\*\*

The suggested dialogue is not meant to be a rigid format but suggests that an ordered hearing ensures that pertinent data will be entered into the record and that everyone has an opportunity to be heard. If there are several petitioners in the room, the chair need not slavishly repeat the

information of general interest to each petitioner, but he/she should keep an eye on the flow of traffic so that, when there are a significant number of new people present, instructions may be given again.

To make everyone comfortable with the process, each board should sit down before the session begins and talk about how they would like to operate. Do the members want to take formal breaks? (Clerks must be given break periods, but members are not required to do so.) How is the information to be shared during the hearing? (Some members feel a need to look at the characteristic card during the testimony.) With these preferences ascertained, the work of the board tends to run smoothly.

**TIME LIMITATIONS** The amount of time dedicated to an individual hearing is driven by the number of petitions filed. Hearings scheduled at five minute intervals tends to be the norm. Usually, questions asked by board members are not considered to be within the five minute limit, but again, that varies depending upon the press of work. In principal, however, the five minute interval was set to assure the petitioner that he/she had an uninterrupted time to make his/her appeal. The chair of each board should discourage too many interruptions while the petitioner is testifying as this practice is apt to leave people with the feeling that their testimony has been cut short. After all, there is a reason why these sessions are called HEARINGS. It is the public's time to address their government.

Besides curbing interruptions, the chair of each board should help members resist the urge to educate. Sometimes, this is very hard to do, particularly when a petitioner is ill prepared or bases his/her appeal upon assessments rather than sales. Nonetheless, the board of equalization is charged with making decisions based upon information provided by the petitioner and the division of Assessment and Taxation. Board members are not charged with making the case for either party. Too much time spent trying to educate a petitioner will delay the proceedings and cause other members of the public to wait, many of whom have jobs to which they must return. In any case too much instruction invites misinterpretation and may give the petitioner a feeling that he/she is being patronized.

Hopefully, the county will continue its outreach efforts to inform the public on how to make successful appeals; but that role is no more the charge of the board of equalization than it is for a judge to instruct defendants on how to plead their cases.

Again, these comments are only guidelines. Members of the board must use their judgment on how much or how little help they have time to give. The caveat being stressed here is that members wishing to provide help must do so: 1) without undue interruption of the petitioner's testimony; 2) with a sensitivity to how the information is delivered and received, and 3) with one eye on the clock.

**USE OF MATERIALS** The amount of information made available through the division of Assessment and Taxation is prodigious. There are computer programs, sales books, trend charts etc. In the name of good public relations avoid referring to these while the petitioner is speaking. He/She may find the experience is disconcerting and rather like trying to get the attention of a doctor who is absorbed in peering at a set of x-rays. One isn't sure how much is being heard and worse one hasn't the foggiest notion of what those mysterious documents mean!



PRICE	SALES DATA			BOOK/PAGE
	DATE	TYPE	REASON	
-	-	-	-	-
-	-	-	-	-

#### WINDOW IV

SALES DATA shows the 4 most recent recorded ownership transfers.

```

(101) STR CLASS:
(102) STR TYPE:
(103) ARCH STYLE:

(190) APPR STATUS:
(110) APPR DIST:
(111) NEIGH CODE:
(112) MAP NBR:
(113) ZONING:
(114) RATIO CODE:
(115) USE CODE:
      LEVY CODE:
  
```

#### WINDOW V

STR Class [101] numbers 1 through 8 to identify structure's overall quality of construction. 1 is lowest, 8 is highest.

STR TYPE [102] deals with number of stories, presence or absence of basement, attic and identification of whether these are finished or unfinished. A = one story, B = 1 story with basement, C = 1 story with finished attic, etc. (14)

ARCH STYLE [103] (See Addendum 12) W = bungalow, A = cape cod, c = colonial, n = contemporary, b = daylight basement, etc.

APPR STATUS [field 190] codes for appraisal status are as follows:

- K accounts that do not fall into any of the remaining categories.
- C account appraised by the State Dept. of Revenue.
- D Assigned when new plats are being created and for divisions, consolidations or taxable status changes.
- F frozen values, cannot be trended e.g. historical properties.
- G frozen values that can be trended e.g. residential rehab status.
- H canceled accounts with unpaid taxes.
- N accounts to which no value is being assessed. (5)
- O Open space deferral account.
- P account to be reviewed because of changes being made to property.(5)
- U unbuildable land.

APPRAISAL DISTRICT [field 110] the number of the appraisal district in which property is found: 1, 2, 3, etc.

NEIGH CODE [field 111] neighborhood number: 010 through 999).

ZONING [113] refer to proper zoning authorities for current information.

RATIO CODE [field 114]

- 1 = residential
- 2 = commercial
- 3 = industrial
- 4 = tract & nondeferred farm
- 7 = multifamily zoning

For more codes and greater detail see addendum F12 of the Manual. USE CODE [field 115]:

- A vacant land
- B residential improvements other than condos or attached housing.
- W condominium
- x attached housing

LEVY CODE data from roll file.

LAND DATA	
(001) SIZE	(013) VIEW UTILITY
(002) ROAD TYPE	E, G, A, P:
D, G, P, S:	(014) VIEW SUBJECT
(003) ROAD COND	C, M, V, W, I, A:
A, B:	(015) UG UTIL
(004) CUL DE SAC	(016) SEWER STORM
(005) CORNER	(017) SEWER SANIT
(006) ALLEY	X, P, G, S:
(007) PARKWAY	(018) WATER
(008) TRAFFIC LEV	SITES
L, M, H:	(019) NBR VACANT
(009) CURB	(020) NBR W/IMPS
(010) SIDEWALK	
(011) VIEW FACTOR	(021) OSD
(012) VIEW ANGLE	- . 0 . + . V . 56789:
E, G, A, P:	

### WINDOW VI

LAND SIZE entered in three ways:

- X site is perfect rectangle.
- S square footage
- A acreage

\*NOTE: An X beside any field number in this window indicates the presence of the feature. For a detailed explanation of the letter codes see (810). A few of the less obvious codes are listed here.

ROAD TYPE (d) dirt, (g) gravel, (p) paved, (s) stripped (no curbs or sidewalks)

ROAD CONDITION (a) average, (b) bad

TRAFFIC LEVEL (l) light, (m) medium, (h) high

VIEW FACTOR [011] 1 being lowest, 9 being highest, blank if there is no view.

VIEW ANGLE [012] reflects degree of view i.e. 90, 180 etc.

VIEW UTILITY [013] reflects how well the building is placed to maximize the view.

VIEW SUBJECT [014] city (C), mountain (M), valley (V), water, (W), UG [015] under ground utility

SEWER STORM [016] marked with an X if it exists

SEWER SANIT [017] marked with X if it exists (other letters, P, G, S no longer used.) industrial (I), airport (A).

SITES - Nbr vacant [field 019] number of building sites possible if land were vacant and available to be developed to its highest and best use.

NBR W/Imps [020] number of existing dwellings, plus number of additional building sites available.

OSD [021] entry number 1 through 9 relates to on-site development costs analysis in Nbrhood land study when the site is improved with a dwelling. OSD costs include water and sewer connections fees, site preparation, landscaping and other costs related to making site buildable. (78)

```

-----
GEN LAND ADJUST
200
201
202
203
204
205
206
207
208
209
-----

```

### WINDOW VII

GEN LAND ADJUST [200 THROUGH 209] Alphabet entries A THROUGH Z. (See addendum H of Manual). These adjustments are supported by land value analyses contained in Neighborhood Land study. (11)

```

-----
GENERATED LAND VALUE
(524) YR VALUE
-----

```

### WINDOW VIII

GENERATED LAND VALUES [field 524] an entry made of the last two numbers of the current appraisal year ONLY when a new record is being created together with computer processing. (Of no interest to board members). (11)

```

-----
APPRAISER LAND VALUE
(027) YEAR
(022) VALUE
(024) NON TAX
-----

```

### WINDOW IX

APPRAISER LAND VALUE [fields 027,022,024] tax year, dollar entries for value and non tax. These fields are used when there is a message in the Addition Name section [Window II] that property is less than 100% taxable. (11)

```

-----
LAND APPRAISER (030) DATE
(031) ID (032) REV NBR
-----

```

### WINDOW X

LAND APPRAISER has the following fields:

- Date [030] date property was physically appraised.
- ID [031] appraiser's identification number.
- REV NBR [032] supervisor's i.d. number. (12)

(628) VALUE SELECT IMPS:

(529) VALUE SELECT LAND:

WINDOW XI

VALUE SELECT IMPS [528]/ VALUE SELECT LAND [529]. Computer processing information for the appraisers. (13)

20:10:30.9 662 BATCH NUMBER: K321

IMPROVEMENTS BY LEVEL					
LEVEL (300)	(301)	(302)	(303)	(304)	
CLASS (305)	(306)	(307)	(308)	(309)	
FIN SQFT (310)	(311)	(312)	(313)	(314)	
UNF SQFT (315)	(316)	(317)	(318)	(319)	
BATHROOM (320)	(321)	(322)	(323)	(324)	
PART BATH (325)	(326)	(327)	(328)	(329)	
BEDROOM (330)	(331)	(332)	(333)	(334)	
REC HALL (335)	(336)	(337)	(338)	(339)	
SER HALL (340)	(341)	(342)	(343)	(344)	
OTH HALL (345)	(346)	(347)	(348)	(349)	
DEN (350)	(351)	(352)	(353)	(354)	
LIVING (355)	(356)	(357)	(358)	(359)	
DINING (360)	(361)	(362)	(363)	(364)	
KITCHEN (365)	(366)	(367)	(368)	(369)	
NOOK (370)	(371)	(372)	(373)	(374)	
UTILITY (375)	(376)	(377)	(378)	(379)	
FAMILY RM (380)	(381)	(382)	(383)	(384)	
OTHER RM (385)	(386)	(387)	(388)	(389)	

1  
2  
1

WINDOW XII

IMPROVEMENTS BY LEVEL [FIELDS 300 THROUGH 304]:

F= FIRST FLOOR, S = SECOND FLOOR, ETC. A= ATTIC, B= BASEMENT.

CLASS quality of finished area. (15)

FOUNDATION %	
125	
126	
127	
ROOF COVER %	
128	
129	
130	
ROOF TYPE	
131	
132	
133	
EXTERIOR %	
134	
135	
136	
137	
138	
INTERIOR FLOOR	
139	
140	
141	
142	
143	
144	
INTERIOR WALLS	
145	
146	
147	
FIREPLACE #	
148	
149	
150	

WINDOW XIII

[Fields 125127] self explanatory (16)

```

PLUMBING #
151
152
153
154
155
156
157
158
159
160
161
162

FUEL TYPE
163

HEAT SQ FT
164

HEAT SYSTEM FNC
165
166
167
168
169

APPLIANCE #
170
171
172
173
174
175
176

```

#### WINDOW XIV

[Fields 151 through 163] self explanatory

[Fields 165-169] these fields deal with heating systems:

A= auxiliary, B = backup, P= primary.

[Fields 170-176] self explanatory.(17)

```

GARAGE
(116) CLASS
(117) TYPE
      A, D, B, C:
(118) FLOOR
      C, O, D:
(119) NBR CAR
(120) SQFT

REMODELING EST YR
(121) BATH
(122) KITCHEN
(123) OTHER
-----

```

#### WINDOW XV

Garage [Field 116] numerical value, like house.

TYPE [117] a = attached, d = detached, b = basement, c = community. FLOOR [Field 118] C = concrete, o = other, d = dirt.

NBR CAR [Field 119] number of cars that can be accommodated plus (any other garages listed in Miscellaneous Improvements section. SQ. FT self explanatory).(18)

REMODELING EST YR. year remodeled indicated, and type of remodeling, e.g. bathroom, basement etc. (18)

	REPLACEMENT COST TYPE	ADJ	AMOUNT
(500)	FOUNDATION		
(501)	LEVEL X		
(502)	LEVEL X		
(503)	LEVEL X		
(504)	LEVEL X		
(505)	LEVEL X		
(506)	ROOF		
(507)	EXTERIOR		
(508)	INTERIOR		
(509)	PLUMBING		
(510)	HEAT/COOL		
(511)	APPLIANCE		
(512)	FIREPLACE	X	
(513)	GARAGE	X	
	TOTAL IMPS		
(514)	YR BUILT		
(515)	EFF AGE		
(516)	FUNC-E,G,A,F,P:		
(517)	ECON-E,G,A,F,P:		
(518)	COND-E,G,A,F,P:		
	REMAIN GOOD %		
(519)	ADJUST RG %		
	NET RG %		
	DEPR IMPS		
	MISC IMPS		
	TOTAL IMPS		

WINDOW XVI

REPLACEMENT COST this section applies to replacement cost of new structure. It does not reflect deferred maintenance. Most of the fields in this window are self explanatory. One exception is field 515, Effective Age.

EFFECTIVE AGE [515] a numerical entry based upon benchmark analysis conducted for the neighborhood in which the improvements are located.

REMAIN GOOD % is derived after factoring in depreciation and other data. It indicates what percentage of the structure is in good condition as compared to benchmark houses in the area.

RG percentages can be modified for functional and economic causes as well as condition.

E= excellent (and so an upward adjustment is made, G = good (upward adjustment), A = average (no adjustment), F = fair (downward adjustment, P = poor (downward adjustment).

Any entries will cause an upward or downward modification of the RG % and will be displayed in the NET RG % field. [519].

DEPR IMPS [519] depreciated replacement cost based on ratings.(20).

-----				
MISC IMPROVEMENTS				
TYPE	QUANTITY	CLASS	RG	COST
(800)	(801)	(802)	(803)	
(804)	(805)	(806)	(807)	
(808)	(809)	(810)	(811)	
(812)	(813)	(814)	(815)	
(816)	(817)	(818)	(819)	
(820)	(821)	(822)	(823)	
(824)	(825)	(826)	(827)	
(828)	(829)	(830)	(831)	
(832)	(833)	(834)	(835)	
(836)	(837)	(838)	(839)	
(840)	(841)	(842)	(843)	
(844)	(845)	(846)	(847)	
(848)	(849)	(850)	(851)	
(852)	(853)	(854)	(855)	
(856)	(857)	(858)	(859)	

WINDOW XVII

MISC. IMPROVEMENTS [800859] various entries used to arrive at value of total improvements. (2021)

-----  
APPRAISER IMPS VALUE  
(195) YEAR  
(178) VALUE  
(179) NON TAX

### WINDOW XVIII

APPRAISER IMPS VALUE This section is used when there is a message in the Addition Name section that the property is less than 100% taxable, and when the appraiser elects to override the computer generated improvements value. (2122).

-----  
IMPS APPRAISER (180) DATE  
(181) ID (182) REV NBR (194) INSIDE INSP:

### WINDOW XIX

IMPS APPRAISER In the case of unimproved accounts, this data shows the appraiser has checked the record for accuracy.

DATE [field 180] date of physical inspection.

ID [field 181] appraiser's identification number.

REV NBR [182] supervisor's ID number.

INSIDE INSP [field 194] N = no inside inspection, R = received information at the door or by phone, Y = inside inspection. (22 23)

## GLOSSARY OF TERMS

**ACCRUED DEPRECIATION** the difference between an improvement's reproduction or replacement cost and its market value as of the date of the appraisal.

**APPROACHES TO VALUE** the appraisal methods used in estimating property value. The three methods or approaches commonly used in appraising real estate are:

**1) COST APPROACH:**

A set of procedures in which an appraiser derives a value indication by estimating the current cost to reproduce or replace the existing structure, deducting for all accrued depreciation in the property and adding the estimated land value.

**2) SALES COMPARISON APPROACH:**

A set of procedures in which an appraiser derives a value indication by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison and making adjustments based on the elements of comparison to the sale prices of the comparables.

**3) INCOME CAPITALIZATION APPROACH:**

A set of procedures in which an appraiser derives a value indication for income producing property by converting anticipated benefits into property value. This conversion is accomplished either by 1) capitalizing a single year's income expectancy or an annual average of several years' income expectancies at a market derived capitalization rate or a capitalization rate that reflects a specified income pattern, return on investment and change in the value of the investment; or 2) discounting the annual cash flows for the holding period and the reversion at a specified yield rate.

**ARMS LENGTH TRANSACTION** a transaction arrived at in the open market by unrelated parties under no duress.

**A&T** shorthand for the Division of Assessment and Taxation.

**BOE** Board of Equalization

**BORR** Board of Ratio Review

**BUILDABLE LOT** a lot that meets the land use and zoning criteria for placing specific types of improvements on it.

**COMPARABLES (Comps.)** A shortened term for competitive property sales, rentals or operating expenses used for comparison in the valuation process.

**DEPRECIATION** the reduction of value of a tangible asset from its original cost arising from wear. (Assets depreciate at different rates. The Oregon Department of Revenue provides depreciation schedules in order to calculate assessed value.)

**DIRECT CAPITALIZATION** the capitalization method used to convert an estimate of a single year's income expectancy or an annual average of several year's income expectancies into an indication of value in one step, either by dividing the income estimate by an appropriate rate (OAR) or by multiplying the income estimate by an appropriate factor. (GIM)

**DOR** Department of Revenue of Oregon

**ESCHEAT** the government right that gives the state titular ownership of a property when its owner dies with a will or any ascertainable heirs.

**EXCESS LAND** a parcel of land too small to build on.

**FEE SIMPLE ESTATE** Absolute ownership unencumbered by any other interest or estate; subject only to limitations of eminent domain, escheat, police power and taxation.

**GROSS RENT MULTIPLE** a number that when multiplied by gross annual rent of a small apartment complex, 5 to 20 units, approximates market value. Rentals of 4 units or less are valued by comparing them with single family units. For apartments with more than 20 units, the capitalization of net income is a better measure.

**IMPROVEMENTS** structures and machinery and equipment that are parts of or imbedded in structures considered to be real property. (Machinery and equipment that can be easily removed without being destroyed are classed as personal property.

**ISD** Information Services Division of Multnomah County i.e. the data processing or computer center.

**LOCAL COST MODIFIER (LCM)** a city or neighborhood specific factor used to adjust cost estimates from state or national cost manuals to the reappraisal neighborhood.

**MARKET ANALYSIS** an estimate of market value, using sales prices and judgment

**MARKET RELATED COST APPROACH** A traditional cost approach that is influenced significantly by market elements such as LCM, market determined on sight development and market depreciation.

**OBSOLESCENCE** the decrease in value of an asset due to changes in style or design or the introduction of superior substitutes.

**PERSONAL PROPERTY** Any property other than real property. In Oregon only tangible business property is subject to taxation with inventories (raw materials, goods in process and finished goods for sale) exempt.

**PHYSICAL APPRAISAL** an on site inspection and the comparing of the subject with recent sales of comparables.

**RAW LAND** land that has not been subdivided and without site specific infrastructure, e.g., sidewalks and dedicated streets.

**REAL ESTATE** Physical land and appurtenances affixed to the land; e.g., structures.

**REAL MARKET VALUE (RMV)** The minimum amount in cash which could reasonably be expected by an informed seller acting without compulsion from an informed buyer action without compulsion in an arm's length transaction during the fiscal year. (ORS 308.205(2)) without subparagraphs (a) through (d).

**REAL PROPERTY** All interests, benefits and rights inherent in the ownership of physical real estate.

**REAPPRAISAL** The mass appraisal of a given neighborhood or property type using the "standard methods and procedures" adopted by the Dept. of Revenue.

**SALES RATIO** The number derived by dividing the assessed value by the selling price; used as a measure of the relationship between an assessment and market value.

**SALES RATIO ANALYSIS** A study of the relationship between assessed values, sales prices and the deviation that results from differences between the two; used to determine the efficiency and fairness of assessment in a particular jurisdiction. **TRENDING** In years for which a

physical appraisal is not made, the county assessor divides the sum of the sales prices of recent properties that were market sales by the sum of the assessed values for the same properties. This establishes the ratio of sales prices to assessed value. Thus, if sales are 110 percent of assessed value, assessed values are all increased (trended) by 10 percent.

**UNIFORMITY** In assessment, denotes assessed values that bear the same relationship to market value or another value standard, as all other assessments in the tax district, implies equalization of the tax burden.

APPENDIX

## Appendix A

244.040 Code of Ethics. The following actions are prohibited regardless of whether

potential conflicts of interest are announced or disclosed pursuant to ORS 244.120:

(1) No public official shall use official position or office to obtain financial gain for the public official, other than official salary, honoraria or reimbursement of expenses, or for any member of the household of the public official, or for any business with which the public official or a member of the household of the public official is associated.

(2) No public official or candidate for office or a member of the household of the public official or candidate shall solicit or receive, whether directly or indirectly, during any calendar year, any gift or gifts with an aggregate value in excess of \$100 from any single source who could reasonably be known to have a legislative or administrative interest in any governmental agency in which the official has or the candidate if elected would have any official position or over which the official exercises or the candidate if elected would exercise any authority.

(3) No legislative official, statewide official or candidate therefor shall receive or solicit a campaign contribution to the official or candidate or the official's or candidate's principal campaign committee or solicit a campaign expenditure in support of the official or candidate, from any person or political committee during the period beginning January 1st immediately preceding a regular biennial session of the Legislative Assembly and ending upon adjournment of the regular biennial session of the Legislative Assembly, or during any special session of the Legislative Assembly.

(4) The Governor, Governor-elect or a candidate for Governor shall not receive or solicit a campaign contribution to the Governor or candidate for Governor or the Governor's or candidate's principal campaign committee or solicit a campaign expenditure in support of the Governor or candidate for Governor, from any person or political committee during the period beginning January 1st immediately preceding a regular biennial session of the Legislative Assembly and ending 30 days following adjournment of the regular biennial session of the Legislative Assembly, or during any special session of the Legislative Assembly.

(5) No public official shall solicit or receive, either directly or indirectly, and no person shall offer or give to any public official any pledge or promise of future employment, based on any understanding that such public official's vote, official action or judgment would be influenced thereby.

(6) No public official shall further the personal gain of the public official through

## Appendix B

305.820 Date when writing or remittance deemed received by tax officials. (1) Any writing or remittance required by law to be filed with or made to the Department of Revenue, county board of equalization, county assessor or tax collector (designated in this section as the "addressee") which is:

(a) Transmitted through the United States mail, shall be deemed filed or received on the date shown by the post-office cancellation mark stamped upon the envelope containing it, or on the date it was mailed if proof satisfactory to the addressee establishes that the actual mailing occurred on an earlier date.

(b) Lost in transmission through the United States mail, shall be deemed filed and received on the date it was mailed if the sender:

(A) Can establish by competent evidence satisfactory to the addressee that the writing or remittance was deposited on or before the date due for filing in the United States mail and addressed correctly to the addressee; and

(B) Files with the addressee a duplicate of the lost writing or remittance within 30 days after written notification is given by the addressee of its failure to receive such writing or remittance.

(2) Whenever any writing or remittance is required by law to be filed or made on a day which falls on a Saturday, or on a Sunday or any legal holiday, the time specified shall be extended to include the next business day.

(3) As used in this section, "writing or remittance" includes, but is not limited to, "report," "tax return," "claim for credit," "claim for refund," "statement," "notice of appeal," "petition for review," "notice of election," "documentary proof," a claim for exemption, a claim for deferral, a return of property, a claim for cancellation of an assessment, an application for a special assessment, and remittances. [Formerly 306.440; 1965 c.344 §27]

COUNTY BOARDS OF EQUALIZATION  
(General Provisions)

309.020 Board of equalization; members; qualifications; term of office; replacement; alternates; participation in determinations. (1) Except as provided by subsections (5) and (6) of this section and ORS 309.021, the board of equalization of each county shall consist of those members of the county board of ratio review appointed under ORS 309.010 (1)(a) and (d).

(2) The term of each member of a county board of equalization shall begin the January 1 next following appointment. The term of each member of the board of equalization shall end on June 30 or when a successor is appointed.

(3) The member of the board appointed by the county governing body shall, if present, be chairperson of the board. Two members shall constitute a quorum.

(4) In the event of the inability or unwillingness of any member to serve, such indisposition continuing for more than seven consecutive days, the member shall be replaced in the manner of an original appointment.

(5) In any county, the county governing body may appoint one nonoffice-holding county resident to serve on the board instead of appointing a member of the county governing body.

(6)(a) In any county, one person may be appointed by the county governing body to sit as an alternate for any member of the board. Notwithstanding that a person is appointed to sit as an alternate for a particular board member, after appointment, the person may sit as an alternate for any member of the board.

(b) An alternate may sit as a member of the board when necessary to achieve a quorum as provided in this section.

(c) A member of the board or an alternate shall not participate in the determination of a petition after the hearing if the board member or alternate did not hear and consider, as a member of the board, the evidence presented at the hearing. [Amended by 1953 c.714 §3; 1955 c.709 §1; 1957 c.326 §1; 1967 c.142 §1;

1971 c.363 §1; 1973 c.61 §3; 1973 c.372 §1; 1979 c.725 §1; 1985 c.318 §2; 1989 c.330 §2; 1991 c.459 §186]

Note: Section 187, chapter 459, Oregon Laws 1991, provides:

Note: Sec. 187. Board members for 1991-1992; alternates; replacements. Notwithstanding ORS 309.020, as amended by section 186 of this Act, for the 1991-1992 tax year only, the members of the board of equalization shall be those persons first appointed to serve on the board of equalization as of January 1, 1991, including any alternates. If any member is unable or unwilling to serve on the board of equalization, the member shall be replaced in the same manner as provided for the original appointment. [1991 c.459 §187]

309.021 Additional members; appointment; qualifications; functions; alternates. (1)(a) If the chairperson of the board of equalization determines that the number of petitions filed with the board under ORS 309.100 can reasonably be expected to make it difficult for the board to complete its work within the time prescribed under ORS 309.026, the governing body of the county, at the request of the chairperson, may appoint three additional board members to sit as board Number II and to hear and determine petitions filed with the board.

(b) If, even with the appointment of board Number II, the number of petitions can reasonably be expected to make it difficult for the board to complete its work within the time prescribed under ORS 309.026, the county governing body, at the request of the chairperson of the initial board, may appoint three members to sit as board Number III and to hear and determine petitions filed with the board.

(c) Appointment and selection under this section shall be made as provided in ORS 309.020 for appointment and selection of the initial board.

(d) The governing body of the county shall appoint the chairpersons of board Number II and Number III.

(2) If additional board members are appointed as described under subsection (1) of this section, the three board members appointed under ORS 309.020 shall sit as board Number I of the board in the hearing and determination of petitions filed with the board. A member of any board may sit on any other board when necessary to achieve a quorum as provided in ORS 309.020. A member of board Number II, or of board Number III, shall serve until the chairperson of board Number I determines that the function of the member is complete. Alternates may be appointed for the members of board Number II, or for the members of board Number III, in the same manner as alternates are appointed for members of board Number I under ORS 309.020, and may sit as members of the board in the hearing and determination of any petition, subject to the

limitations provided in ORS 309.020 applicable to board Number I alternates. After appointment, an alternate may sit for any member of any board when necessary to achieve a quorum.

(3) Except as specifically provided in this section, or except where the context requires otherwise, the provisions of this chapter relating to board members shall apply to the members of board Number II and to the members of board Number III, including but not limited to taking the oath of office under ORS 309.070 and the exercise of the same powers and duties as the other board members in the hearing and determination of petitions filed with the board and assigned to them by the chairperson of board Number I. [Formerly 309.045]

309.022 Training; expenses; expense of appraiser assistance. (1) Each member of the board of equalization or alternate who did not serve as a member of a board or alternate for the term immediately preceding shall attend in-service training school conducted by the Department of Revenue for the term of appointment. Each member of the board or alternate who did not attend in-service training school conducted by the department for the term immediately preceding shall attend in-service training school. The department shall conduct in-service training school for each term of appointment at multiple locations chosen by the department on the basis of accessibility to members of boards and alternates.

(2) Sufficient provision shall be made in the county budget for the reasonable expenses of the board, including a per diem allowance to the members of the board and alternates, a sum sufficient to defray the necessary traveling and living expenses of each member of the board and each alternate member of the board while attending an in-service training school conducted by the Department of Revenue as required under subsection (1) of this section and a sufficient amount to compensate the appraisers provided for under ORS 309.024. [1953 c.714 §3; 1955 c.709 §2; 1989 c.330 §3; 1991 c.459 §188]

309.024 Record of proceedings; clerk; legal advisor; appraiser assistance. The board of equalization shall keep a record of all proceedings. The county clerk, as described in ORS 306.005, shall serve as clerk of the board and the clerk or deputy clerk shall attend all sessions of the board. The district attorney shall be the legal advisor of the board and the district attorney or deputy district attorney may attend all sessions of the board. The board shall hire one or more appraisers registered under ORS 308.010, or licensed or certified under ORS 674.310, and not otherwise employed by the county, and

other necessary personnel for the purpose of aiding the board in carrying out its functions and duties under ORS 309.026. The boards of the various counties may make such reciprocal arrangements for the exchange of appraisers with other counties as will most effectively carry out the functions and duties of the boards. [1953 c.714 §3; 1955 c.709 §3; 1957 c.326 §2; 1971 c.377 §2; 1973 c.336 §1; 1981 c.804 §2; 1989 c.330 §16; 1991 c.5 §24; 1991 c.459 §189]

#### (Appeals of Value)

309.025 Notice of hearings on appeals of separate assessments of property; contents; publication; proof of notice; interested persons to appear. (1) Before the second Monday in January, the clerk of the board of equalization shall give public notice that the board will meet at a specified time and place to hear appeals for the reduction of the real market value or assessed value placed upon property by the assessor as of July 1.

(2)(a) The notice provided under this section shall be given by three weekly publications in a newspaper of general circulation in the county or, if there is no newspaper of general circulation, then by posting notices in six conspicuous places in the county.

(b) Proof of notice shall be made. If the notice is published in a newspaper, proof thereof shall be made by affidavit as provided by law, filed in the office of the county clerk on or before the day on which the board is to convene. If the notice is posted, proof of notice shall be made by the affidavit of the clerk of the board, setting out the time, manner and place of posting the notices, similarly filed in the office of the county clerk.

(3) Persons interested shall appear at the time and place appointed in the notice. [1991 c.459 §194a]

Note: 309.025 was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 309 by legislative action. See Preface to Oregon Revised Statutes for further explanation.

309.026 Sessions; hearing of petitions; adjournment. (1) The board of equalization shall convene on the second Monday in January of each year. The board shall meet at the courthouse or courthouse annex. If the meeting place is other than the courthouse or annex, notice of the meeting place shall be posted daily in the courthouse. The board shall continue its sessions from day to day, exclusive of legal holidays, until the functions provided in subsection (2) of this section are completed.

(2) The board shall, as by law provided:

(a) Hear petitions for reduction of the real market or assessed value of property as of July 1.

(b) Consider applications to excuse liability for the penalty imposed under ORS 308.295.

(3) The board shall adjourn no later than April 15. [1955 c.709 §4; 1957 c.326 §3; 1959 c.519 §3; 1971 c.377 §3; 1975 c.753 §3; 1979 c.241 §35; 1981 c.804 §3; 1983 s.s. c.5 §9; 1985 c.318 §3; 1989 c.330 §4; 1991 c.459 §190]

309.028 [1955 c.709 §6; 1959 c.519 §4; 1971 c.377 §4; 1975 c.753 §4; 1979 c.241 §36; 1981 c.804 §4; 1989 c.330 §5; 1991 c.459 §191; renumbered 309.014 in 1991]

309.030 [Amended by 1955 c.709 §9; renumbered 309.038]

309.032 [1955 c.709 §7; 1959 c.519 §5; 1973 c.402 §13; 1975 c.753 §7; 1979 c.241 §37; 1981 c.804 §5; 1983 s.s. c.5 §10; 1985 c.613 §11; 1989 c.330 §6; repealed by 1991 c.96 §13 and 1991 c.459 §208]

309.034 [1955 c.709 §8; repealed by 1971 c.377 §5 (309.035 enacted in lieu of 309.034)]

#### DEPARTMENT OF REVENUE RATIOS, RECOMMENDATIONS, ORDERS

309.035 Real market value standard; compliance; recommendations or orders by department; examination of ratio study; action if assessed value deviates from real market value. (1) On or before July 31 of each year, the Director of the Department of Revenue shall give specific written recommendations or orders to the county assessor as to the actions which, in the director's judgment, should be taken by the assessor in order to achieve compliance with the real market value standard required under ORS 308.232 in the forthcoming assessment roll. Copies shall be sent to the county governing body and county board of ratio review for their information. On or before August 15 following, the county assessor shall act upon the recommendations or orders of the director, or notify the department in writing, of any objections to the director's recommendations or orders.

(2) After July 1, but prior to September 1, the Director of the Department of Revenue shall examine the certified ratio study prepared by each county assessor under ORS 309.200 and studies prepared by the department, to determine if the value of all locally assessed taxable properties complies with the real market value requirements of ORS 308.232. The assessor and the director shall cooperate with each other to keep the director informed as to the assessor's needs and as to the status of the current assessment work. If, in the judgment of the director, the attainment of the real market value standard required under ORS 308.232 is in jeopardy, the director shall notify the assessor in writing of the determination and the factors giving rise to it, with the statement that if unfulfilled statutory duties specified by the director are not met, the director shall take action pursuant to this section. A copy of

such notice shall be sent to the county governing body, for its information. On or before September 1, if necessary to meet the requirements of ORS 308.232, the director shall issue a written order to the assessor to adjust classes on the assessment roll:

(a) If the director finds that the ratio of all taxable properties deviates more than five percent, from the real market value level required by ORS 308.232, the director shall order an adjustment to the real market values that will result in assessment levels in compliance with ORS 308.232. The assessor shall apply the adjustment to property values shown as real market value on the assessment roll and compute corrected assessed values. A tolerance of five percent from 100 percent may be presumed by the director to meet the requirements of ORS 308.232. Notwithstanding satisfactory compliance with the provisions of paragraph (b) of this subsection, the director shall take any action necessary to achieve the real market value level required by ORS 308.232.

(b) If the director finds that the real market value for any class of property provided for under ORS 308.215 and used in the current assessment roll as the basis for determining assessed value deviates more than 10 percent from 100 percent of real market value for the class, the director shall order a change of values to bring the class to 100 percent of real market value. The order may be made applicable to the class throughout the county or to the class in specific areas of the county and may take into account variations caused by appraisals being made in different years. If the director's order results in a valuation increase, the order may be appealed in the manner provided by ORS 309.100.

(3) If the director orders an adjustment to the real market values of property under paragraph (a) of subsection (2) of this section, the director shall immediately give notice to the assessor, showing why the adjustment is ordered. [1971 c.377 §6 (enacted in lieu of 309.034); 1973 c.71 §1; 1975 c.753 §8; 1975 c.763 §2; 1979 c.241 §33; 1981 c.804 §6; 1983 s.s. c.5 §11; 1989 c.330 §7; 1991 c.459 §192]

309.036 [1955 c.709 §§17, 18; 1971 c.377 §7; 1979 c.241 §39; 1981 c.804 §7; 1983 s.s. c.5 §12; 1985 c.613 §12; repealed by 1989 c.330 §19]

309.038 [Formerly 309.030; 1981 c.804 §8; 1983 s.s. c.5 §13; 1985 c.318 §4; repealed by 1989 c.330 §19]

309.040 [Amended by 1953 c.714 §3; 1959 c.666 §2; 1981 c.804 §9; 1983 c.603 §1; repealed by 1989 c.330 §19]

309.045 [1977 c.219 §2; 1979 c.725 §2; 1981 c.804 §10; 1983 s.s. c.5 §14; 1985 c.318 §5; 1989 c.330 §8; 1991 c.459 §193; renumbered 309.021 in 1991]

309.050 [Amended by 1955 c.709 §10; 1971 c.377 §8; 1979 c.241 §40; 1981 c.804 §11; 1983 s.s. c.5 §15; 1985 c.613 §13; 1989 c.330 §9; 1991 c.459 §194; renumbered 309.011 in 1991]

309.060 [Amended by 1955 c.709 §11; 1981 c.804 §12; 1989 c.330 §10; repealed by 1991 c.96 §13 and 1991 c.459 §208]

## BOARDS OF RATIO REVIEW AND EQUALIZATION

### (Generally)

309.070 Oaths. Before proceeding to the functions and duties required by this chapter, each member of the board of ratio review and each member of the board of equalization shall take and subscribe to an oath to faithfully and honestly discharge the duties of the board. The oath shall be administered by a member of the appropriate board and shall be filed with the county clerk. (Amended by 1979 c.241 §41; 1981 c.804 §13; 1991 c.459 §195)

309.072 Record of board affairs. The meetings, qualification, sittings and adjournment of the board of ratio review and the board of equalization shall be recorded in the journal of the county governing body. (Formerly 309.140)

309.080 [Amended by 1955 c.709 §12; 1957 c.326 §4; 1979 c.241 §42; 1981 c.804 §14; 1989 c.330 §11; repealed by 1991 c.96 §13 and 1991 c.459 §208]

309.090 [Amended by 1953 c.296 §2; 1957 c.326 §5; 1979 c.241 §43; 1981 c.804 §15; 1985 c.613 §22; repealed by 1991 c.96 §13 and 1991 c.459 §208]

### (Appeals of Value)

309.100 Petitions; contents; verification; filing; hearings; notice of hearing; representation at hearing. (1) The owner or an owner of any taxable property or the person in whose name the property is assessed, may petition to the board of equalization for reduction of the real market or assessed value placed upon the property by the county assessor. Petitions filed under this subsection shall be for the reduction of the real market or assessed value of property as of July 1 and shall be filed with the clerk of the board during the period beginning October 25 and ending December 31.

(2) The owner or an owner of any taxable property or the person in whose name the property is assessed may petition the board of ratio review for reduction of the real market or assessed value of property because of changes in the real market or assessed value of the property occurring after July 1 and on or before June 30 of any tax year. Petitions may be filed with the clerk of the board under this subsection after July 1 and no later than July 15 immediately following the end of the tax year for which the petition is filed.

(3) Each petition for the reduction of the real market or assessed value of a particular property shall:

(a) Be made in writing.

(b) State the facts and the grounds upon which the petition is made.

(c) Be verified by the oath of:

(A) The owner or an owner of the taxable property or the person in whose name the property is assessed; or

(B) An attorney at law for the owner or an owner or for the person in whose name the property is assessed; or

(C) Any relative or person licensed as a real estate broker under ORS 696.025 or is a state certified appraiser or state licensed appraiser under ORS 674.310 or the lessee of the property, if the lessee, relative or person holds a power of attorney executed by the owner or owners or person in whose name the property is assessed that authorizes the lessee, relative or person to verify a petition under this section and to appear and represent the owner or owners or person at a hearing before the board. A copy of the power of attorney shall be attached to the petition.

(d) State the address to which notice of the action of the board shall be sent which may be the address of the person described in subparagraph (B) or (C) of paragraph (c) of this subsection.

(e) State if the petitioner or a representative desires to appear at a hearing before the board.

(4) If the petitioner has requested a hearing before the board, the board shall give such petitioner at least five days' written notice of the time and place to appear. If the board denies any petition upon the grounds that it does not meet the requirements of subsection (3) of this section, it shall issue a written order rejecting the petition and set forth in the order the reasons the board considered the petition to be defective.

(5) Notwithstanding ORS 9.320, the owners or an owner of the taxable property, or the person in whose name the property is assessed may appear and represent himself or herself at the hearing before the board, or may be represented at the hearing by any of the persons described in subparagraph (B) or (C) of paragraph (c) of subsection (3) of this section. [Amended by 1955 c.709 §14; 1959 c.56 §1; 1967 c.78 §5; 1969 c.561 §2; 1971 c.377 §9; 1973 c.402 §34; 1981 c.804 §16; 1983 c.603 §2; 1983 s.s. c.5 §16; 1987 c.808 §1; 1989 c.330 §12; 1991 c.5 §25; 1991 c.459 §196]

Note: Section 197, chapter 459, Oregon Laws 1991, provides:

Sec. 197. The amendments to ORS 309.100 by section 196 of this Act first apply to petitions for reduction of valuation for the 1991-1992 tax year. [1991 c.459 §197]

309.103 [1969 c.561 §1; 1973 c.402 §14; 1981 c.804 §17; 1983 c.603 §3; 1989 c.330 §13; repealed by 1991 c.96 §13 and 1991 c.459 §208]

309.105 [1955 c.709 §13; 1971 c.377 §10; 1979 c.241 §44; 1981 c.804 §18; 1983 s.s. c.5 §17; 1985 c.613 §14; repealed by 1991 c.96 §13 and 1991 c.459 §208]

309.110 Action on petitions; orders; contents; mailing; delivery; amended orders. (1) The action of the board of equalization or the board of ratio review upon every petition for the reduction of a particular assessment, and the determinations of the board that certain corrections, additions to or changes in the roll shall be made, shall be entered of record by formal order. A copy of the order as to each petition shall be sent, by registered or certified mail, to the petitioner at the post-office address given in the petition. When a copy of the board's order is personally delivered to the petitioner, the requirement to mail a copy of the order is waived. A copy of each order shall be delivered to the assessor and the officer in charge of the roll on the same day that the order is mailed or delivered to the petitioner. The orders of the board shall specify what changes shall be made in the tax roll, if any, and shall direct the officer in charge of the roll to make them. The district attorney shall be available to aid the board in the preparation of its orders.

(2) The board may issue amended orders to correct clerical errors appearing in its original orders.

(3) As used in this section a clerical error is an error in the order which either arises from an error in the minutes of the board or which is a failure to correctly reflect the minutes of the board, and which, had it been discovered prior to the order being issued would have been corrected as a matter of course, and the information necessary to make the correction is contained in the minutes of the board. Such errors include, but are not limited to arithmetic and copying errors and omission or misstatement of identification of property.

(4) Amended orders may only be issued during the board's session, or by call of the chairperson, within 30 days after final adjournment of the session.

(5) The provisions of subsection (1) of this section shall apply to amended orders, unless the context requires otherwise. Amended orders shall be mailed to the petitioner and delivered to the assessor and the officer in charge of the roll not later than five days after the adjournment of the board's meetings or five days after the 30-day period provided for in this section, if issued during the 30-day period. [Amended by 1957 c.326 §6; 1959 c.666 §1; 1977 c.884 §14; 1981 c.804 §19; 1983 c.602 §1; 1985 c.318 §6; 1985 c.613 §23; 1989 c.330 §14; 1991 c.459 §198]

309.115 Property value corrected upon appeal; tax years affected; exceptions. (1)

If the board of equalization, the board of ratio review, the Department of Revenue or a court enters an order correcting the real market value of a separate assessment of property and there is no further appeal from that order, except as provided under subsection (2) of this section, the real market value so entered shall be the real market value entered on the assessment and tax rolls for the five assessment years next following the year for which the order is entered.

(2) Subsection (1) of this section shall not apply to changes in value as a result of:

(a) Reappraisal as part of the routinely scheduled reappraisal required under ORS 308.027 and 308.234.

(b) Annual trending or indexing applied to all properties of the same property class in the county, or within clearly defined areas of the county under ORS chapter 309.

(c) Annual trend or depreciation factors applied by type of property to industrial or personal property.

(d) Additions or retirements based upon returns filed under ORS 308.290.

(e) Annual valuations under ORS 308.505 to 308.660 and 308.705 to 308.730, which only reflect additions, retirements or economic trends.

(f) Increases directly related to additions, remodeling or rehabilitation made to locally appraised property.

(g) Property damaged, destroyed or otherwise subject to loss of value.

(h) Orders as a result of appeals for subsequent years.

(i) A recommendation by the board of ratio review due to the effect of events or activities occurring outside the property. [1989 c.678 §2; 1991 c.459 §198a]

309.120 Entry in roll of corrections, additions or changes. Corrections, additions to, or changes in the roll shall be entered in the roll by the officer in charge of the roll in a manner clearly showing that the assessor's prior entry, if any, has been superseded, and showing the entry ordered by the board of equalization or board of ratio review, indicating the change substantially "as ordered by the county board of equalization" or "as ordered by the county board of ratio review." The entries shall be a part of the record of the action of the board. [Amended by 1957 c.326 §7; 1981 c.804 §20; 1991 c.459 §199]

309.130 [Amended by 1957 c.326 §8; 1981 c.804 §21; repealed by 1991 c.96 §13 and 1991 c.459 §208]

309.140 [Amended by 1991 c.459 §200; renumbered 309.072 in 1991]

309.150 Appeals of value upon summary or accelerated collection of taxes. Appeals of the value of personal property, on which the tax is required to be paid as provided in ORS 311.465 and 311.480, shall be heard by the board of equalization or board of ratio review in the same manner that other assessments of property are heard. [Amended by 1975 c.365 §2; 1981 c.804 §22; 1991 c.459 §201]

309.160 [1979 c.241 §32; 1981 c.804 §1; 1983 s.s. c.5 §18; repealed by 1985 c.613 §31]

SALES RATIO STUDIES

309.200 Assessor to collect sales data and prepare ratio study; filing study with board and department. (1) Between May 1 of each year and April 30 of the next year the county assessor shall collect sales data for a ratio study, and by May 15 shall file a copy of the sales data with the Department of Revenue.

(2) By the July 1 next following, the assessor shall prepare and complete a certified ratio study in the manner provided by the rules adopted by the Department of Revenue and determine the ratio between the real market value of each class of locally assessed taxable property on the current assessment roll and the real market value of each such class of property in the county. Not later than July 1 of each year, the assessor shall file with the clerk of the board of ratio review, three certified copies of the ratio study and at the same time shall file a certified copy with the Director of the Department of Revenue. [1975 c.753 §2; 1981 c.804 §23; 1985 c.613 §24; 1989 c.330 §18; 1991 c.459 §202]

309.205 [1975 c.753 §6; 1979 c.241 §45; 1981 c.804 §24; 1985 c.613 §25; repealed by 1989 c.330 §19]

309.210 [Repealed by 1953 c.708 §19]

309.215 [1975 c.753 §9; 1979 c.241 §46; repealed 1981 c.804 §112]

309.220 [Repealed by 1953 c.708 §19]

309.230 [Repealed by 1953 c.708 §19]

309.240 [Repealed by 1953 c.708 §19]

309.250 [Repealed by 1953 c.708 §19]

309.260 [Repealed by 1953 c.708 §19]

309.270 [Repealed by 1953 c.708 §19]

EQUALIZATION OF ASSESSED VALUATIONS OF COUNTIES BY DEPARTMENT OF REVENUE

309.310 "Department" defined for ORS 309.320 to 309.400. As used in ORS 309.320 to 309.400, "department" means the Department of Revenue.

309.320 Department to equalize assessed valuation of counties. In order to secure an equal and uniform assessment and taxation of all the taxable property in the state, the Department of Revenue shall, an-

**DIVISION 309  
EQUALIZATION OF  
PROPERTY TAXES**

**Training of Board of Ratio Review Members**

150-309.010(7) (1) The Department of Revenue shall provide in-service training for board of ratio review members and alternates. Each member and alternate must attend training the first year of their appointment and at least every other year thereafter, as long as they continue to serve on the board. If there is a break in service for any member, the first year of the new appointment shall be considered the same as their original appointment year. Training must be specific to boards of ratio review.

Members and alternates who have not attended the training for two years will not be allowed to serve on the board.

(2) If an appointed member or alternate resigns after the last training session offered by the department within any given year, the person appointed to replace this member may serve without training. This person cannot serve as a member or alternate for the next board of ratio review session, unless they have attended training by the time that session begins.

Hist: Filed 10/14/92 and Eff. 12/31/92

**Minutes of Board of Ratio Review Meetings**

150-309.012(5) The record of the meetings of the board of ratio review shall be in the form of written minutes in accordance with ORS 192.650. The written minutes shall clearly state the basis of all decisions of the board.

Written minutes should include but are not limited to:

(1) Date of the session.  
(2) All motions, proposals, resolutions, orders, ordinances and measures proposed and their disposition.

(3) Substance of any discussion on any matter. The record of the discussion should clearly reflect the basis of any decision. For example, "The board reviewed the taxpayer's evidence of comparable sales and determined the petitioner's requested value to be the real market value of the property."

(4) Reference to any documents discussed at the meeting.

(5) Results of all votes and the vote of each member by name.

(6) Names of all persons present who present evidence of the value of property under appeal.

(7) Names of all members present.

(8) Petition number.

(9) Petitioner's name.

(10) Account numbers of the property under appeal.

Hist: Filed 10/14/92 and Eff. 12/31/92

**Petitions for Reduction of Value to the Board of Ratio Review**

150-309.018 For the purposes of Board of Ratio Review hearings, petitions for the reduction of value shall be considered in the same manner as petitions identified in OAR 150-309.026(2).

Hist: Filed 10/14/92 and Eff. 12/31/92

**Appeals to Board of Ratio Review**

150-309.018(1) (1) Boards of ratio review shall hear appeals of the prior year's real market or specially assessed value of property, as the property existed on July 1 of the previous tax year.

(2) A board of ratio review may reduce value only when evidence is presented that proves:

(a) The value of the property has declined below the value on the tax statement and the loss in value occurred after July 1 and on or before June 30 of the prior tax year due to a general decline of the market in the area.

Examples of evidence to prove a decline include but are not limited to:

(A) A sales comparison study of similar properties showing a general decline in values. A sale or appraisal of an individual property may not be sufficient to prove a decline.

(B) The Certified Ratio Study currently under review by the board of ratio review.

(b) A specific event or activity external to the property has occurred since July 1 of the prior tax year which has caused the value of the property to fall below the value on the tax statement.

For example: A rendering plant is established across the street from a property and the property owner asserts this has caused the value of the property to decline.

Examples of evidence to prove a loss in value due to an external event include:

(A) A sales comparison study of properties suffering from similar adverse conditions.

(B) Other market indications such as a loss in value measured by a reduction of the income producing capacity of the property directly related to the external event.

(C) The owner has discovered a physical condition that existed on the property on the previous July 1, and which, if identified timely, would have resulted in a lower real market value of the property.

For example: The owner discovers that underground gasoline storage tanks located on the property had been leaking since before July 1. The owner claims that this discovery has affected the value of his property.

Examples of evidence to prove a loss in value resulting from a physical condition would include:

(A) A sales comparison study of properties suffering from similar conditions.

(B) The market's recognition of a loss in value due to the cost to cure the condition.

(C) A finding of the Department of Environmental Quality that the property is contaminated, supported by a demonstrated loss of value based upon the cost to cure the condition.

(D) Formal septic denial based upon a physical condition of the property that existed on July 1, which a corresponding loss in value demonstrated by sales of similar properties.

(d) The value of the property declined after July 1 of the previous tax year for any other reason.

(3) Boards of ratio review shall not hear appeals for value reduction based upon a physical change that occurred after July 1 of the previous tax year.

Hist: Filed 5/28/92 and Eff. 6/1/92

#### Board of Ratio Review Petitions

150-309.018(2) (1) If the board of ratio review is unable to complete its review of a perfected petition filed under ORS 309.100(2), the petition shall be forwarded to the Department of Revenue. A formal notice of forwarding signed by the board chair shall be mailed to the petitioner within 10 days after the date the board adjourns. The petition forwarded to the department shall be the original petition

filed with the board. A copy of the petition shall be kept by the clerk of the board. A copy of the notice of forwarding signed by the board chair shall be delivered to the assessor on the same day the notice is delivered or mailed to the petitioner.

(2) Any petition determined to be deficient by the board of ratio review and not amended under 150-309.100 shall be dismissed by formal order.

(3) Petitions forwarded to the Department of Revenue by boards of ratio review under ORS 309.018 shall be treated procedurally in the same manner as appeals from an order of the board of equalization.

(4) Determination of completeness and correctness of the petition and jurisdiction for the appeal shall be made by the department in the same manner as if made by the board of ratio review.

Hist: Filed 5/28/92 and Eff. 6/1/92; Amended 12/31/92

#### Chairperson of Board of Equalization

150-309.020(3) The chairperson of the board of equalization shall be the member of the county governing body appointed under ORS 309.010(a) or the nonoffice-holding county resident appointed in place of this member under ORS 309.020(5). If the chairperson is absent, either of the regularly appointed members may serve as chair.

Hist: Filed 10/14/92 and Eff. 12/31/92

#### Alternates for Boards of Equalization

150-309.020(6)(a) Only one alternate may be appointed for each county board of equalization. The records of the board shall specify the particular board member the alternate has been appointed to sit for. After appointment the alternate can sit for any member of the board. However, alternates should not serve as acting chairperson.

Hist: Filed 10/14/92 and Eff. 12/31/92

#### Training for Board of Equalization Members

150-309.022(1) (1) Regularly appointed members of boards of equalization and alternate members must attend in-service training conducted by the department in the year they are first appointed and at least every other year thereafter. If there is a break in service for any member, the first year of the new ap-

pointment shall be considered the same as their original appointment year. Training must be specific to boards of equalization.

Members and alternates who have not attended the training for two years will not be allowed to serve on the board.

(2) If an appointed member or alternate resigns after the last training session offered by the department within any given year, the person appointed to replace this member may serve without training. This person cannot serve as a member or alternate for the next board of equalization session, unless they have attended training by the time that session begins.

Hist: Filed 9/20/89 and Eff. 12/31/89; Amended 12/31/92

#### Minutes of Board of Equalization Meetings

150-309.024-(A) The written minutes of the Board of Equalization shall be kept in the same manner as the Board of Ratio Review as provided for in OAR 150-309.012(5).

Hist: Filed 10/14/92 and Eff. 12/31/92

#### Petitions for Reduction of Value

150-309.026(2) (1) The jurisdiction of the board of equalization, as an administrative body established by statute, is limited to those actions specifically granted by statute. Because the statute is specific that the board may hear "petitions for reduction of the real market value of property," the board's jurisdiction does not include appeals to increase the overall value of the property. If the board receives petitions requesting an increase in the real market value of property, it shall dismiss those petitions for lack of jurisdiction.

(2) If a petition is filed requesting a reduced total value without specifying reductions for land and improvements, the board may increase the land or improvements as long as the net result is to sustain or reduce the total value on the roll.

(3) If a petition is filed or amended under OAR 309.100(3) requesting a reduction in one portion of the value and no change in the other portion of the value, the board may only act on the portion for which the reduction has been requested.

Hist: Filed 9/20/89 and Eff. 12/31/89; Amended and Renumbered from OAR 150-309.026(2)(e) to OAR 150-309.026(2), 12/31/92

#### Orders Issued When No Appeal Is Filed

150-309.080 [Repealed 12/31/92]

#### Corrections or Additions by Board

150-309.090-(A) [Repealed 12/31/92]

#### Authorization to Sign Notices

150-309.090-(B) [Repealed 12/31/92]

#### Board of Equalization and Board of Ratio Review Petitions

150-309.100 (1) For purposes of this rule, petitioner shall mean petitioner or petitioner's duly authorized representative.

(2) The purpose of a petition is to inform a board of equalization, board of ratio review and the assessor of the nature of the claim for relief. For this reason, petitions shall include the following information:

(a) A brief statement of the facts on which the appeal is based.

(b) The real market value requested.

(c) The real market value on the current tax roll.

(d) On specially assessed properties, the assessed value on the current tax roll.

(e) The assessor's account number for the property in question.

(f) The mailing address where the order shall be mailed.

(g) A written declaration that the contents of the petition are true and made subject to the statutory penalties for false swearing.

(h) The signature of petitioner or petitioner's duly authorized representative.

(3) The clerk of each board shall review the filed petitions for compliance with this rule. If the board clerk determines a petition is deficient, the board clerk shall notify the petitioner of the nature of the deficiency and advise petitioner that failure to correct the deficiency will result in dismissal of the appeal. The board clerk shall mail the notice to the petitioner at the address appearing on the petition and allow petitioner not less than 20 days from the mailing date of the notice to amend the petition to correct the deficiency.

(4) The clerk of the board of ratio review shall review each filed petition for compliance with this rule. If the board clerk determines a petition is deficient, the board clerk shall notify the appealing party personally or by mail of the nature of the deficiency and advise peti-

tioner that failure to correct the deficiency will result in dismissal of the appeal. If the clerk of the board of ratio review mails the notice to the appealing party, the clerk shall use the address appearing on the petition. If the petitioner does not request to be present at the hearing, the petitioner will be allowed 10 days from the notice of deficiency to correct the petition. If the petitioner requests to be present at the hearing, the petitioner may correct the petition, either in writing or in person, up to and including the time of the hearing.

(5) A petitioner may amend a petition up to and including the time of their regularly scheduled hearing. Amendments to a petition may include correction of deficiencies which were not corrected in response to notice by the board clerk. Other permitted changes to a petition include:

(a) Addition or deletion of land or improvements from consideration by the board.

(b) Addition of a separate account number which, together with the original account appealed, creates a "parcel" within the meaning of OAR 150-308.377. Petitioner may not amend a petition to include a separate account which is not part of an identified parcel.

(c) Amendment of the value requested.

(6) In the event the board clerk does not identify a petition as defective until less than 20 days remain of the board session:

(a) The board clerk shall notify the petitioner of the defective petition and the time available to amend the petition by telephone, fax, or letter, whichever the clerk determines would be most effective.

(A) The petitioner shall have until the end of the session to amend the defective petition.

(B) The petitioner may amend the petition other than to correct a deficiency up to and including the time of the hearing.

(b) The board shall dismiss the petition under ORS 309.100(4) as defective under ORS 309.100(3) if the petitioner has not requested to be present at the hearing and has not amended the petition or if there is insufficient time to allow notice to be given to the petitioner.

(7) If after the board has adjourned the clerk discovers petitions which the board did not act upon, the clerk shall notify the peti-

tioner within 10 days. The notice shall include the petitioner's right to appeal to the Department of Revenue.

**Hist:** Filed 10/5/87 and Eff. 12/31/87; Amended 12/31/89, 12/31/91; Amended and Renumbered from OAR 150-309.100(2) to OAR 150-309.100(3), 6/1/92; Amended and Renumbered from OAR 150-309.100(3) to OAR 150-309.100, 12/31/92

#### Those Authorized to Sign Petitions Limited

150-309.100(3)(c) (1) The following persons, only, may sign a petition and present an appeal to a county board of equalization:

(a) The owner of the property or, if more than one owner, any of the owners.

(b) The person in whose name the property is assessed. This provision shall only apply to persons in control of personal property who have been assessed according to ORS 308.105.

(c) Attorney at law, legal guardian or conservator who is acting on behalf of the person(s) in (a) or (b) above.

(d) Any relative of (a) or (b) above. For purposes of this rule, the term "relative" means any of the following:

(A) The spouse of the property owner or any of the property owners;

(B) A son, daughter, stepson or stepdaughter of the property owner or any of the property owners;

(C) A brother, sister, stepbrother or step-sister of the property owner or any of the property owners;

(D) The father, mother, stepfather or step-mother of the property owner or any of the property owners;

(E) A son or daughter of a brother or sister of the property owner or any of the property owners or

(F) A son-in-law, daughter-in-law, father-in-law or mother-in-law of the property owner or any of the property owners.

(e) A real estate broker under ORS 696.025, a state certified appraiser or state licensed appraiser under ORS 674.310, or the lessee of the property.

(f) Executors and administrators of the estate of any deceased person.

(g) For property owned by a corporation, the petition must be signed by an authorized corporation officer, employee regularly em-

ployed in tax matters, or attorney at law representing the corporation.

(2) If the petition is not signed and verified by the owner or an owner or person in whose name the property is assessed, the petition must include a power of attorney or other legal document that specifically grants to such person the authority to verify a petition and appear at the hearing to represent the petitioner. If the person signing is an attorney-at-law, the Oregon State Bar number assigned to the attorney shall be considered sufficient to verify the petition.

(3) Any petition received, signed by a person not listed in ORS 309.100 or in this rule or lacking a copy of the necessary authorization, shall be dismissed by formal order of the board as provided in ORS 309.100(4).

(4) Petitioner shall mean the owner or an owner of any taxable property or the person in whose name the property is assessed.

**Hist:** Filed 10/5/84 and Eff. 12/31/84; Amended 12/31/87, 12/31/89; Amended and Renumbered from OAR 150-309.100(2)(c) to OAR 150-309.100(3)(c), 12/31/91; Amended 12/31/92

**Mailing of Board Orders**

150-309.110(1)-(A) (1) All copies of orders which are mailed to petitioners must be mailed within 5 days of the date issued and no later than 5 days after the board has adjourned. Orders should be mailed the same day as delivery is made to the assessor.

(2) Prior to January 1 each year, the department shall send each assessor a list of industrial accounts for which it has valuation responsibility. This list shall include the real market value transmitted by the department and placed on the assessment roll. The assessor, within 5 days of receiving a copy of an order of the board for any property included on the department's list, shall notify the department in writing of the real market value ordered by the board.

**Hist:** Filed 9/22/86, Eff. 12/31/86; Amended 12/31/89, 12/31/92

**Validity of Board Order**

150-309.110(1)-(B) When the officer in charge of the roll is ordered to place a value on the roll by the board of equalization or board of ratio review, and the officer in charge of the roll has reason to believe the order is void, a

review by the Department of Revenue shall be requested before such value is placed on the roll.

**Hist:** Filed 9/22/86, Eff. 12/31/86; Amended 12/31/91, 12/31/92

**Assessor's Ratio Study for Tax Purposes: Definitions**

150-309.200-(A) (1) Appraisal area is an area in a county generally composed of one or more school districts, a city or other political subdivision, or any other logical division established by the county assessor for conducting an orderly reappraisal of taxable property as required by ORS 308.234. All real property in such an area normally will be reappraised at the same time and at intervals not exceeding six years.

(2) A neighborhood is a group of properties within an appraisal area that generally shares important characteristics that influence value. Typically, a neighborhood delineation is made along physical/geographic boundaries. Each neighborhood should contain a sufficient number of accounts to ensure adequate sales samples for analysis.

(3) Appraisal ratio is the percentage relationship between the real market value for the prior year and an estimate of the current year's real market value made by a qualified appraiser for a particular property.

(4) Appraisal ratio study is a statistical compilation of appraisal ratios for a representative group of properties in the county randomly selected on a property class basis to produce an indication of the ratio of the prior year's real market value to the current year's real market value for all taxable properties in a particular class of property within the county, in a particular class of property within an appraisal area, or in a particular class of property within a neighborhood.

(5) Assessor's ratio study is the study required to be filed with the clerk of the board of ratio review (county clerk).

(6) Class is a classification of property described in OAR 150-308.215(1)(4).

(7) Current assessment roll is the roll in preparation on May 1 of the current calendar year listing the properties assessed as of July 1 of the same year.

(8) Current real market value is the property's market value, or for specially as-

essed properties the statutory value, as of the July 1 assessment date for which the roll is being prepared.

(9) New construction is a new structure or structures added to the current assessment roll or value added by completion of construction, remodeling, renovation or other physical improvement of existing property.

(10) Properties added to the roll are any properties on the current assessment roll which were not assessed on the prior year's roll. They include value added by changed status of specially assessed properties and value added through partitioning or subdividing properties.

(11) Qualified appraiser is an appraiser registered pursuant to ORS 308.010 or who is licensed or certified under ORS 674.310.

(12) Ratio study is a study which estimates:

(a) The percentage relationship between the total prior year's real market value of each class of taxable property on the prior assessment roll and the total current real market value of the same properties in each class on the current assessment roll, and

(b) The percentage relationship between the total prior year's real market value of each class of taxable property on the prior assessment roll and the total current real market value of the same properties in each class on the current assessment roll within each appraisal area.

(13) Sales ratio is the percentage relationship between the real market value for the prior assessment year and the selling price for a particular property.

(14) Sales ratio study is a statistical compilation of sales ratios designed to produce an indication of the real market value ratio of each property class, and the real market value ratio of each property class within each appraisal area.

(15) Taxable property includes all locally assessed property, real and personal, not exempt from taxation (whether appraised by the assessor or the Department of Revenue). It does not include properties assessed by the Department of Revenue pursuant to ORS 308.505 to 308.660.

(16) Real market value ratio is the percentage relationship between the prior year's real market value of a class of taxable property on the prior assessment roll and the cur-

rent real market value of the same property on the current assessment roll.

Hist: Eff 12/19/75, Amended 12/31/79, 12/31/84, 12/31/89, 12/31/92

### Contents of the Assessor's Certified Ratio Study

150-309.200-(B) The Assessor's Certified Ratio Study shall be prepared in accordance with OAR 150-309.200-(C), completed according to instructions provided by the Department of Revenue, and consist of the following items:

(1) A sales ratio study, consisting of a listing of all sales used in the ratio study. The listing shall include all nonrejected sales for the 12-month period ending April 30 of the current calendar year.

(2) Any appraisal ratio study prepared and submitted as part of the assessor's certified ratio study. In the absence of sales which can be used in the valuation of farm-use assessed land (see ORS 308.345(3)), the assessor shall make a ratio study of the farm property classes, Farm and Range Property, Non-EFU Zone Farm and Range Property, and EFU Zoned Farm and Range Property, by using rental data for farmland. Such studies shall be considered appraisal ratio studies and shall be included with the study.

(3) Other data showing assessment levels including items such as rental data, gross rent multipliers and real estate trends, including paired sale/resale studies.

(4) A sales ratio data sheet, titled Ratio Indications and Adjustments.

(5) A ratio computation sheet for each neighborhood, titled Ratio Computations by Neighborhood by Property Class by Appraisal Area.

(6) A ratio computation sheet for each property class, titled Summary of Ratio Computations by Property Class by Appraisal Area.

(7) A ratio summary, titled Summary of Ratio Indications by Appraisal Area.

(8) A current roll forecast summary, titled Summary of Current Roll RMV (Forecast).

Personal property shall be included as a class of property in the ratio computations.

(9) An analytical ratio summary, titled Analytical Ratio.

(10) A status summary, titled Cyclical Appraisal Program.

(11) A county map indicating appraisal areas.

(12) A real market value analysis, titled Reconciliation of RMV Forecast Analysis.

(13) A certification of the ratio study, titled Certification of Assessor's Ratio Study and Adjustment Program, required by ORS 309.200.

(14) An accounts/sales summary, titled Summary of Accounts/Sales by Appraisal Area.

Hist: Eff. 12/19/75, Amended 12/31/79, 12/31/84, 12/31/87, 12/31/89, 12/31/92

**Preparation of the Sales Ratio Study**

150-309.200-(C) (1) The collecting, recording, confirming, analyzing, and formatting of the sales data used in the sales ratio study and any other data to be used in preparing the certified ratio study shall be done under the supervision of the county assessor in conformance with the current Assessor's Ratio Procedure Manual and Data Exchange Manual published by the Department.

(2) Deviations from the procedures contained in the manual must be approved by the Department.

(3) The sales data file, if electronically maintained, shall have the format required by OAR 150-306.125(1).

[Publications: The publication(s) referred to or incorporated by reference in this rule is available from the Department of Revenue pursuant to ORS 183.360(2) and ORS 183.355(6).]

Hist: Eff. 12/19/75, Amended 12/31/79, 12/31/89, 12/31/92

**Analysis of Valuation Methods and Procedure**

150-309.200-(D) [Repealed 12/31/92]

**Contents of the Assessor's Final Ratio Study**

150-309.205-(A) [Repealed 12/31/92]

**Administration of Appeals Process**

150-309.360 (1) The Board of Equalization (BOE) or Board of Ratio Review (BORR) clerk shall summarize BOE or BORR orders on a form provided by the Department of Revenue.

(2) The completed form shall be sent to the Department of Revenue within 45 days after adjournment.

Hist: Filed 9/18/91 and Eff. 12/31/91; Amended 12/31/92

January 13, 1992

TO: All Boards of Equalization  
All County Assessors

FROM: Jim Wilcox, Manager  
Valuation Section

SUBJECT: THE REAL MARKET VALUE STANDARD

We thought it important to help clarify the new value standard against which you will be testing specific assessments as you now begin your deliberations on value appeals.

The new value standard, Section 88 of HB 2550 (ORS 308.205), is as follows:

"Real market value of all property, real and personal, as the property exists on the date of assessment, means the minimum amount in cash which could reasonably be expected by an informed seller acting without compulsion from an informed buyer acting without compulsion, in an arm's-length transaction during the fiscal year.

Real market value in all cases shall be determined by methods and procedures in accordance with rules adopted by the Department of Revenue and in accordance with the following:

- (a) The minimum amount a typical seller would accept or the highest amount a typical buyer would offer which could reasonably be expected by a seller of property.
- (b) An amount in cash shall be considered the equivalent of a financing method that is typical for a property."

The use of the word "minimum" has prompted some questions. The word "minimum" refers to both "...amount...expected by (a) seller..." and "...during the fiscal year...".

The concept of a seller's minimum expectation is not different from the old true cash value standard of the buyer's maximum offer. See (a) and (b) above.



The standard is not different in terms of the way in which you look at the assessed property -- you still examine the condition of the property on a single date. The words "... as the property exists on the date of assessment..." means July 1. The minimum concept does not refer to any sort of minimum property condition during the fiscal year. The assessment date has been changed from January 1 to July 1.

As in the past you will often be confronted with evidence of a range of value rather than evidence of a single, precise value. The "minimum" concept does not include setting values at the bottom of the range. As in the past, your job is to look for a typical value within the range.

As in the past any sale of real or personal property submitted to the board of equalization as evidence of real market value should be verified to insure that it reflects an arm's-length transaction. Sale prices which reflect non-typical market conditions (duress, foreclosure, etc.) should not be considered unless market-based adjustments can be made.

It is especially important to validate a recent sale of an appealed property to insure that the sale price is reflective of the market. If the sale price is within the expected market value range, the sale will act to validate the assessment and the board of equalization may well decide that no reductions are warranted.

The significant difference in the new measure 5 standard is a change in the period of time over which we are to examine the real estate market. In the past, your concern was over the market as it existed on a single date -- January 1. The new standard is the minimum value during the fiscal year. Last summer the assessor forecasted that minimum value and the forecast was presented to the board of equalization. In most cases, the evidence was that the real estate market was going up and that the minimum value during the fiscal year occurred on the first day of the fiscal year -- July 1.

The question you must now answer is: Given the range that represents market value and based on market data, is the value of an appealed property, as that property existed on July 1, lower than the value forecasted by the assessor?

Your job at this time is to address appeals for which taxpayers now have evidence that they are overassessed. The board of ratio review will, next July, hear appeals wherein taxpayers allege that market values have declined during the fiscal year.

Taxpayers have an opportunity to appeal to the board of ratio review next summer between July 1 and July 15.

Here are some examples of how to deal with the new standard.

**EXAMPLE #1:**

A tenant causes \$6,000 damage to a single family dwelling on July 15, 1991. The property owner appeals.

Neither the board of equalization nor the board of ratio review have the authority to grant relief for this situation as the change in the physical condition of the property occurred after July 1. The petition should be dismissed due to lack of jurisdiction.

**EXAMPLE #2:**

A taxpayer appeals an assessed value of \$115,900 alleging that the market value is really only \$111,000. Assessor submits five sales with appropriate adjustments which indicate the following values for the subject.

- (1) \$117,200
- (2) \$116,000
- (3) \$115,200
- (4) \$112,000
- (5) \$110,500

These five sales support the value on the roll, and if no contradictory information is supplied by the petitioner, should be indicative of the market value of the property under appeal. The requested value of the subject property falls within an acceptable range of the assessed value on the roll and is supportive of that roll value.

**EXAMPLE #3:**

A taxpayer appeals an assessed value of \$125,000 arguing that, while the property may have been worth that much last summer, it can no longer be sold for any more than \$80,000 as the taxpayer believes the major employer will be going out of business in the spring.

The board of equalization should not grant a reduction. The taxpayer is arguing for a reduction based on a belief that the property will decline in the future -- no evidence has been submitted that the value decline has taken place to

All Boards of Equalization  
All County Assessors  
January 13, 1992

Page 4

date. If the employer does indeed go out of business and there is evidence that values did indeed decline in the spring, the taxpayer has recourse to the board of ratio review.

We hope this information will assist you during the 1992 board of equalization session.

DATE: February 12, 1993

TO: All Boards of Equalization  
All Assessors

FROM: Sandra Kennedy  
Special Programs and Training Services Unit  
Property Tax Division *Sandra*

SUBJECT: Board of Equalization Questions and Answers

Attached are the answers to four of the more important questions that were asked at the board of equalization training sessions.

Since it's still relatively early in the session, I hope this material will help you in your decision making process. If you've already completed your session, these answers should help you next year.

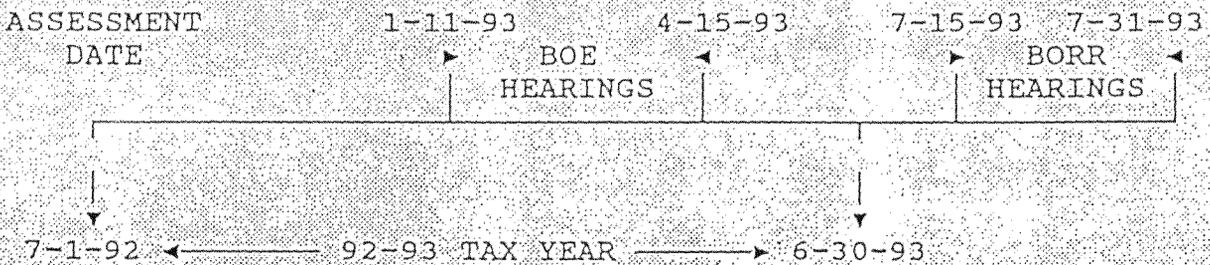
I'll have the other answers out to you as soon as possible.



- 1.) Please clarify the difference between the jurisdiction of the board of equalization and the board of ratio review in hearing appeals of property value.

The board of equalization currently in session is hearing appeals for the 1992-93 tax year. The board of ratio review which will meet next July will also be hearing appeals for the 1992-93 tax year, even though they will be meeting during the 1993-94 tax year.

This is why we use such phrases as "during the prior tax year", or "before June 30 of the previous tax year", when we are discussing the appeals heard by the board of ratio review.



The board of equalization can deal only with the value of property as it was estimated to be on July 1 of the current tax year or in a declining market as of the date the assessor chose as the point of minimum value during the tax year. This value appeared on the tax statement received by the petitioner in October.

The board of ratio review can deal only with declines in the value of property after July 1 and on or before June 30 of the previous tax year.

These limitations imply the following concepts:

Any appeal which is based upon the "discovery" of a condition which existed on the property on July 1 can be appealed to either board, no matter when the "discovery" of the condition was made.

For example:

In October of the current tax year, the owner of an older home discovers that a leaking roof has caused extensive damage to the exterior walls of the house. It is reasonable to assume that this damage was in existence on the previous July 1 assessment date. If the owner has evidence that the condition has affected the market value of the property, either the board of equalization or the board of ratio review can accept the petition and reduce the value based on the evidence.

Other examples of "discoveries" that the owner might make during the tax year which may result in a loss of value are:

- A written septic denial;
- An engineer's report proving contamination;
- Proof of any other condition which existed on July 1.

If the denial or certificate proving the condition was issued before or on July 1, the property owner should appeal to the board of equalization for relief.

If the denial or certificate proving the condition was issued after July 1, and it may reasonably be concluded that the condition itself existed on July 1, the petitioner can appeal to either the board of equalization or the board of ratio review.

Other declines that can be appealed to either board under certain circumstances are:

- General declines in the real estate market which occurred after July 1 and before June 30.

A general decline in real estate values which occurred after July 1 should generally be the basis for an appeal at the board of ratio review, but can be used at the board of equalization if it is being used to test the accurateness of the forecast adjustment used by the assessor to arrive at the real market value appearing on the tax statement.

For example:

If the assessor forecast that the market in the subject's area would decrease by 5 percent after July 1, but evidence is brought before the board of equalization that shows values actually declined by 8 percent; this evidence can be used to prove a decline in the value of the subject.

- Other declines in the value of the subject property as evidenced by:
  - [For the board of equalization] An appraisal report which offers conclusive evidence that the value on the tax roll for the subject property exceeded its real market value on July 1 or in a declining market as of the date the assessor chose as the date of minimum value.
  - [For the board of ratio review] An appraisal report which offers conclusive evidence that the value of the subject property is lower at the time of the appraisal than it was on July 1.
  - Double sales of the subject property which prove either that the forecast adjustment was incorrect (for board of equalization appeals) or that the value of the property declined during the tax year (for board of ratio review appeals).

A decline in value which results from any other event or circumstance which occurred after July 1 cannot be acted upon by the board of equalization. If the board obtains such an appeal they should dismiss the petition and instruct the petitioner to appeal to the board of ratio review. The petitioner must appeal to the board of ratio review in order to obtain relief, even though the circumstance that caused the decline occurred prior to December 31.

Examples of declines which must be appealed to the board of ratio review are:

- The Oregon Department of Transportation "takes" a strip of property adjacent to the subject (the property under appeal) on September 20 of the previous tax year. The owners of the subject property assert that this taking has caused the value of their property to decline because the buffer strip between their property and the freeway may cease to exist at any time.
- A solid waste disposal site is developed across the street from the subject property. Construction begins on October 4. The petitioners assert this has caused a decline in the value of their property.
- A decline in the local economy during the tax year forces the closure of a sawmill. Market data proves the closure has affected the value of the mill.

- 2.) Should the board of equalization reduce the value of a property if the only evidence of a decline in value is the sale of the subject property itself (not accompanied by an appraisal or any other evidence)?

If a petition is filed with the board of equalization with documentation of a sale which took place before December 31, the board can probably consider the sale as an indicator of the value of the property if they believe that the sale price shows the value of the property as of July 1 or as of the date the assessor chose as the point of minimum value during the tax year. The board should establish the value of the property as of July 1 or in a declining market as of the date the assessor chose as the point of minimum value.

The sale must be an arm's-length transaction and the sales price should be within a range of value typical for like properties.

- 3.) Should the board of ratio review reduce the value of a property if the only evidence of a decline in value is the sale of the subject itself (not accompanied by an appraisal or any other evidence)?

If a petition is filed with the board of ratio review with documentation of a sale which took place during the tax year, the board must use its own knowledge of the county and the local real estate market in making its decision.

If the board believes that any of the decline in the value of the property occurred after July 1, the board can order a reduction in the value of the property. The board should confirm, however, that the decline actually occurred after July 1. In order to do this, the board may need to establish that a general decline in the real estate market has occurred during the tax year. The board can obtain this information from their county's sales data analyst. If the board cannot confirm that the decline in value (as evidenced by the sale of the property) occurred during the tax year, it may conclude that it was the original value on the tax statement that was incorrect. In this case, the petitioner should have appealed to the board of equalization in order to obtain relief.

- 4.) Can the board of equalization arrive at a value conclusion for an appealed property by changing the original ratio conclusion, the trend factor, or the final ratio conclusion approved by the board of ratio review the previous July?

The board must either give the assessor a specific value or a percentage decrease to be applied to the property in order that the known figure on the roll can be adjusted to another known figure (See page 368, 309.080 Property Tax Law Abstracts, 1991 Cumulative Edition).

Applying a trend factor to a base value is simply one method of arriving at the real market value of property. Under current law the assessor uses two different factors to establish RMV. The first factor is based on the trend to July 1, and the other is the forecast adjustment factor. The forecast adjustment is a number used to adjust the July 1 factor based upon an estimate of future market conditions.

The board of equalization may change any ratio conclusion or trend factor used to arrive at the value of an individual property if evidence establishes that the original ratio or factor used was incorrect.



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL  
1120 S.W. FIFTH AVENUE, SUITE 1530  
P.O. BOX 849  
PORTLAND, OREGON 97207-0849  
(503) 248-3138  
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY, CHAIR  
PAULINE ANDERSON  
RICK BAUMAN  
GRETCHEN KAFOURY  
SHARRON KELLEY

COUNTY COUNSEL  
LAURENCE KRESSEL  
CHIEF ASSISTANT  
JOHN L. DU BAY  
ASSISTANTS  
SANDRA N. DUFFY  
J. MICHAEL DOYLE  
GERALD H. ITKIN  
H. H. LAZENBY, JR.  
PAUL G. MACKEY  
MATTHEW O. RYAN  
MARK B. WILLIAMS

M E M O R A N D U M

TO: Jane Rhodes  
Board of Equalization

FROM: Paul G. Mackey  
Assistant County Counsel (106/1530)

DATE: August 29, 1990

RE: Personal Liability of Board of  
Equalization Members

You ask what liability a Board of Equalization member is exposed to in the performance of their duties. The answer is none.

By law, the County is "subject to action or suit for its torts and those of its officers, employees and agents acting within the scope of their employment duties ...". ORS 30.265(1). The "governing body of any public body shall defend, save harmless and indemnify any of its officers, employees and agents, whether elective or appointive, against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duty." ORS 30.285(1). However, this provision will not apply in cases of "malfeasance in office or wilful or wanton neglect of duty." ORS 30.285(2). The remainder of the statute prescribes the duty of the public body to provide a legal defense and related matters.

Your Board is appointed in the manner prescribed in ORS 309.020, as an entity to serve the government of Multnomah County. You serve as the County's agents. You are included as persons appointed to perform a duty during which performance you are protected by the statutes quoted above.

Jane Rhodes  
August 29, 1990  
Page 2

Absent evidence that a Board member has conducted themselves in a manner to take them out of the protection of the statute, the County has a legal duty to provide indemnification and defense in the event of a claim against one of your members.

Please advise if you have further concerns.

3ATTY.243/ac

cc: Opinion File



## MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL  
 1120 S.W. FIFTH AVENUE, SUITE 1530  
 P.O. BOX 849  
 PORTLAND, OREGON 97207-0849  
 (503) 248-3138  
 FAX 248-3377

BOARD OF COUNTY COMMISSIONERS  
 GLADYS MCCOY, CHAIR  
 PAULINE ANDERSON  
 RICK BAUMAN  
 GARY HANSEN  
 SHARRON KELLEY

## M E M O R A N D U M

TO: Hank Miggins  
 Executive Assistant to Chair

FROM: John L. DuBay (106/1530)  
 Chief Assistant County Counsel

DATE: February 11, 1993

SUBJECT: Board of Equalization Procedures

COUNTY COUNSEL  
 LAURENCE KROUSEL

CHIEF ASSISTANT  
 JOHN L. DUBAY

ASSISTANTS  
 J. MICHAEL SMYLE  
 SANDRA M. HUBBY  
 GERRARD W. KRA  
 H. M. LARSEN JR.  
 STEVEN J. HENNING  
 MATTHEW R. HYAN  
 JACQUELINE A. STEIN

You asked three questions about Board of Equalization Procedures. First, what are the time limits to complete the board's work? Second, can the board limit the time taxpayers may present appeals at Board hearings? Third, can or must the board grant rehearings if requested?

In summary, the answers are 1) statute; 2) yes; and 3) they may grant rehearings but are not required to do so if the proceedings meet due process requirements. Discussion follows.

After Measure 5, two bodies can order adjustments to assessed values. The Board of Equalization, between the second Monday in January and April 15, makes adjustments to the assessed values on July 1 of the current tax year. ORS 309.026. After Measure 5, taxpayers may also petition the Board of Ratio Review to reduced assessed valuations for changes in market value occurring after July 1 of the prior tax year. The Board of Ratio Review must complete its review work between July 15 and July 31. ORS 309.018. This memo discusses only the Board of Equalization proceedings to adjust the July 1 values for the current year.

Board's time frame

Terms of B/E members begin on January 1 following appointment and end on June 30. ORS 309.020. The board must convene on the second Monday in January and adjourn no later than April 15. ORS 309.026(1) and (3). If the number of petitions would prevent completion of the work in this time

frame, two additional boards may be appointed. ORS 309.021. The statutes make no allowance for unprocessed petitions after April 15. The board may meet after April 15, at the call of the Chairman, to amend board orders for clerical errors. This last task must be completed within 30 days after the end of board sessions. ORS 309.110(4).

These statutes control the dates during which the board must complete its work.

#### Hearing time limits

All petitions for reduction in assessed value must state if a hearing is requested. ORS 309.110(3)(e). If so, the board must give petitioners 5 days prior notice.

However, no statute controls board hearing procedures. Considering the volume of petitions to consider in a limited time frame, setting a reasonable time limit on oral presentations does not seem to be unreasonable. I note that the DOR's board member training outline includes the following:

"The board should:

\* \* \*

- " Establish policy regarding rescheduling hearings.
- " Determine time to be allotted for each hearing.
- " Establish hearing schedule for both petitioners who requested to be present at the hearing." (Emphasis added.)

1992 Training Outline, p. 6-2.

Of course, the board's procedures must not violate due process requirements. The rudiments of due process include due notice, an opportunity to present the grounds for the petition, and equality of treatment for all petitioners. It is therefore, my opinion the board may set reasonable time limits for hearings which must be uniformly applied.

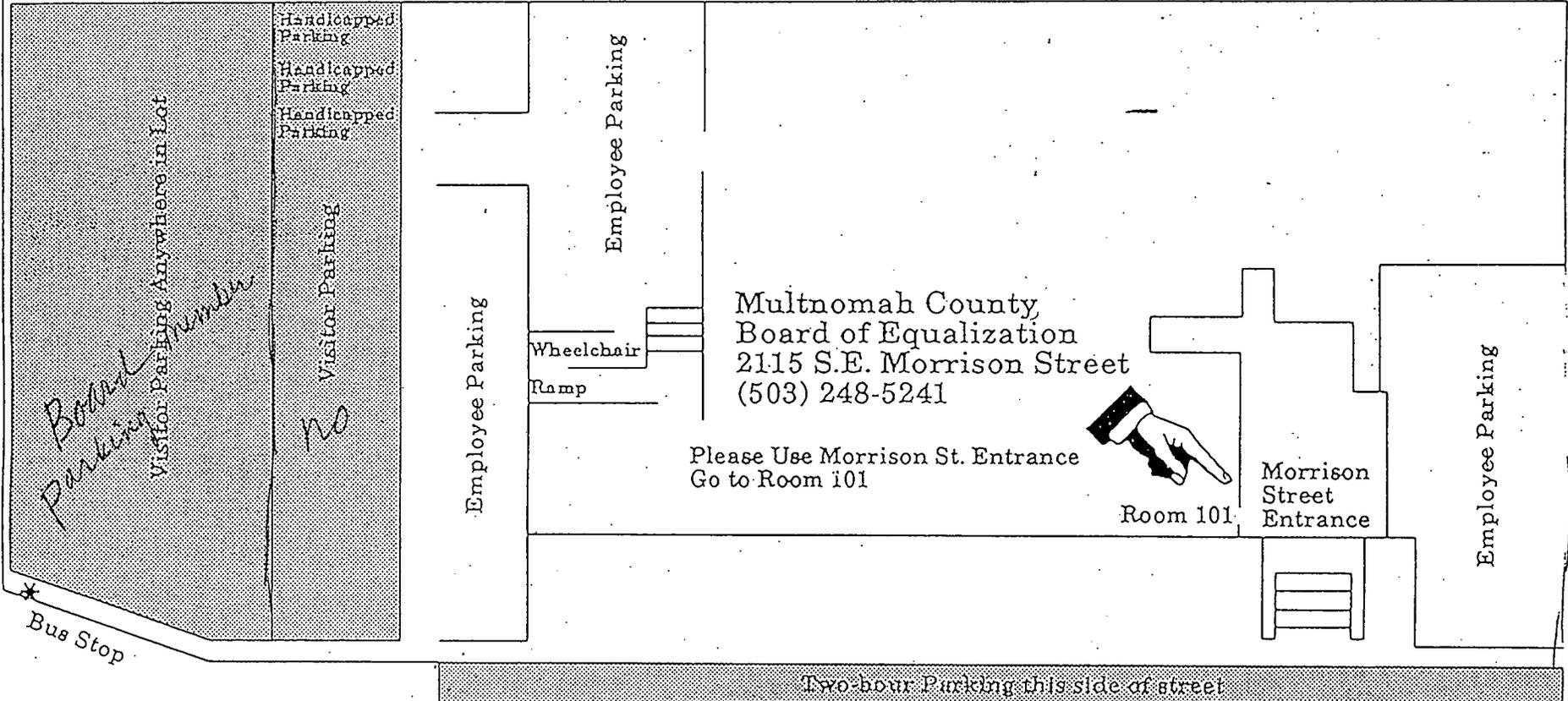
#### Rehearings

Due process does not require a rehearing if the procedures at the first hearing afforded due process. However, the statutes do not prohibit rehearings. The board could allow them as a matter of discretion. However, without rules setting out the conditions and procedures to grant rehearings, the requirement of equal opportunity for all could create a problem for the board.

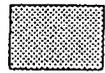


S.E. 20th Avenue

Employee Parking Throughout Tunnel



Tri-Met Bus #15 stops at 20th & SE Belmont every 12 minutes. Catch at 5th & SW Salmon downtown.

 Indicates Available Parking Areas

Appendix I

Yes

### Proposed Training Outline

Technical training will be provided by the Department of Revenue in accordance with the Department of Revenue rules and regulations.

Multnomah County Training will consist of:

I. Public Meetings

- A. How to Chair a meeting
- B. How to participate in public meetings
- C. Appropriate rules of order

II. Conflict Resolution

- A. How to defuse hostile situations
- B. How to deal with angry citizens
- C. How to avoid overreacting

III. Listening Skills

- A. The importance of listening skills
- B. Handling of misunderstandings
- C. Active listening
- D. Levels of listening
- E. Non-verbal messages -- facial expressions, voice pitch, body movements, etc.
- F. Blocks to listening

IV. How to help Petitioners tell their Story

V. Special Challenges

Character traits that may impede communication -- anger, excessive legalese, disorganized behavior, Attacking/blaming, non-stop talker, etc.

In response to item #5 in Resolution 93-120  
Submitted by Director of Assessment and Taxation  
Responsible for Implementation Board of County Commissioners

**Job Description for Members of the  
Board of Equalization**

Members of the Board of Equalization, sitting as a citizens board, hear appeal petitions from taxpayers who dispute the value of their property as assessed by the County Assessor.

Board of Equalization members review the evidence as presented by the petitioner and using data provided by the County (Comparable Sales Information, Appraisal Information) make a determination on the market value of the property under appeal.

Board members are responsible for the formal recording of decisions.

### Assessment of the Board of Equalization Members

A process for assessment of each of the Board of Equalization members will be finalized by the Chair's office with input from the Board of County Commissioners.

This assessment process will include:

A random sampling of appellants through the use of questionnaires. The questionnaire is to be mailed out and coded according to an upheld or denied petition ensuring the responses will be considered in the light of the appellant's outcome.

Each member of the Board of Equalization will have an exit interview conducted by the Chair's office that will include, but not limited to, attendance, ability to work with colleagues and ability to work with the public.

Assessment of the Board of Equalization members will be considered in reappointments.

### Reimbursement for Board of Equalization / Ratio Review Members

Board of Equalization members and alternates are **appointed** citizens and are **not** regular employees of the County nor independent contractors.

The Board of Equalization's duties and actions are governed by the Department of Revenue and Oregon Revised Statutes (ORS). Board of Equalization members are paid an allowance pursuant to ORS 309.022 (3) and this per diem is paid on a monthly basis.

Multnomah County currently (1993) pays a per diem of \$84.00 to any member or alternate serving an entire day on the board.

# SUGGESTED FORMAT FOR PRESENTING EVIDENCE OF COMPARABLE SALE

	Subject Property (Yours)	Comp #1	Comp #2	Comp #3
Street Address				
Sale Date	<del>                    </del>			
Area of lot (sq. ft.)				
Construction class				
Year built				
Basement (full/partial)				
Number of baths				
Number of bedrooms				
Type of heat				
Number of fireplaces				
Garage size (single/double)				
Area of house (sq. ft.)				
Distance from subject				
Sales price	<del>                    </del>			

**Instructions:** Use this worksheet to compare your property to nearby properties which have recently sold. If you plan to present these comparisons to the Board of Equalization as evidence to support your request for a valuation reduction, please **include a photograph of the front of each house**. Mark the photograph of your house "**Subject**" and mark the other photographs, "**Comp #1**", "**Comp #2**", etc. If you wish to present more than three comparable sales, use the same format. Write the street address of each of the comparable properties on the reverse side of the photograph.

If you don't have answers for all the spaces, complete only those which you can confirm. Don't guess at answers, or make estimates. The information can be obtained by visiting the assessor's office at 610 S.W. Alder, Portland, or may be obtained from the realtor who handled the sale.

# TYPES OF EVIDENCE

You must prove that the real market value of your property is less than the assessed value. There are a number of ways to offer this evidence to the Board.

• **Purchase Documents** – If the property was purchased within the last year, the purchase price is one proof of value, provided the sale meets the criteria discussed previously. Useful pieces of evidence are copies of:

- A signed earnest money receipt;
- The closing statement; and
- The recorded deed to the property.

• **Appraisals / Real Estate Broker Opinions of Value** – If the property has been appraised recently, a copy of the appraisal is useful evidence. All appraisers and brokers must be licensed in Oregon. The Board may ask you about the purpose of the appraisal.

• **Sale Listings** – You may have recently listed your property for sale, or it may be currently on the market. If this is the case, provide copies of the listing(s) with a real estate agent giving dates, terms and listing price. Be prepared to submit documentation of any offers you have received.

• **Comparable Sales** – Maybe you have owned your property for many years and do not plan to sell it. To prove its real market value, you will need to use proof of sales of comparable properties near yours. You may obtain this information at the Assessor's office at 610 SW Alder, Portland, on the second floor. You will need to visit the office any weekday between 8 am to 4:30 pm. Give your property address and ask for the list of property sales in your neighborhood. You will be told your neighborhood number and will be shown a book with one or more pages of house sales in the same neighborhood. These sales all occurred in the period between approximately April 1992 - April 1993. They are listed in ascending order of sale

price. Look for houses which sold for approximately what you think your property is worth. The address of each house is listed, plus the age, style, areas of the lot and the building, number of bedrooms and the class of construction. Construction classes range from 1 (lowest) to 8 (highest) and reflect the quality of materials and methods used. A coin-operated photocopier is available.

If you find houses which seem comparable to yours in age, size, style and class, and which sold for less than your home's assessed value, this is evidence that your house may be over valued. The next step is to locate the houses and take photographs to compare to photographs of your house. All photographs of houses should be a **clear view of the entire front of the building**. Write the property address on each photograph. Label your property "**subject.**" A suggested format for presenting evidence of comparable sales is attached.

• **Characteristics Cards** – While at the assessor's office you may also want to look up the characteristics cards of your property and of comparable properties. This is a sheet listing details of the property and giving the assessed value of the land and building(s) for the last three years. Characteristics included in addition to the size, age and class of construction are a listing of the various rooms, type of heat, garage, fireplace, patio, etc. There is also information about the street, traffic, and view. This information is on microfiche and can be viewed at no charge. You may make a print of the information on the screen for any one property for 25 cents. If you notice errors on the characteristics card for your property you should notify the assessor.

If you learn of sales of comparable properties which have occurred after April, 1993 you can look up the characteristics card for those properties and include the information in your evidence.

## TYPES OF EVIDENCE

*(continued)*

• **Repair Estimates** – Routine maintenance such as painting and re-roofing are a continuing responsibility of the homeowner. Failure to keep the property in good condition is not, in itself grounds for requesting a value reduction from the Board. However, if there is structural damage such as cracked foundations, or if there is water damage and dry rot, or there are other similar conditions, they may be offered as evidence. Submit detailed, written estimates from professional repair firms of the cost to cure the deficiencies. Include pictures of major damage. Explain the nature of the damage on the picture.

\* \* \* \* \*

## PREPARING EVIDENCE

A strong case requires careful preparation. Whatever you provide as evidence becomes a permanent part of your file. **It cannot be returned to you.** This means that **before** coming to your scheduled hearing, **you must photocopy** all documents, including photographs, that you wish to leave with the Board. The only evidence the Board can consider is what **you provide with this appeal.** Evidence submitted in prior appeals is not useable by the current Board. You may send your evidence with your petition, or bring it at the time of the hearing. **All evidence, including display, should fit in an 8 1/2 x 14 inch legal size filefolder.**

\* \* \* \* \*

## THE BOARD

The function of the Board of Equalization is to hear petitions for reductions in assessed property value. Board members are not part of the assessor's office. They play no role in setting the assessed value. They are private citizens who are appointed by the county commission. They are not professional appraisers, but have training, experience and knowledge in property valuation. The Board may be thought of as a panel which decides the value of your property based on the evidence you present.

**By State law, the Board will**

- consider evidence relating to the real market value of the property.

**By State law, the Board cannot:**

- consider hardship as a factor in establishing value;
- set the amount of tax you owe;
- consider a sharp increase in value in a single year to be a valid reason for appeal;
- regard lack of normal property maintenance as a reason for appeal;
- consider testimony on tax rates or the fairness of the tax system.

## THE HEARING

State law requires that notices be mailed at least five days prior to the hearing. Directions to the hearing site are included with the notice. Nearby parking is available. Citizens with disabilities should call the office at 248-5241 to obtain special assistance. If you know in advance that you will be unable to attend on given day(s) and have listed those times on your petition, every attempt will be made to accommodate your schedule. Hearings cannot be rescheduled. If, after your hearing is scheduled, you find you cannot attend, you may send a representative. Read carefully the information on the reverse side of the petition about authorizing another person to represent you at the hearing.

State law requires that hearings must be held between the second Monday in January and April 15. The law also limits the number of panels which hear appeals to no more than three. These few panels often must hear and decide over 5,500 appeals in the short time of three months. In order to be fair to the large numbers of appellants, typical residential hearing is limited to a total of 15 minutes.

Within the 5 minutes you will introduce yourself and identify your property. The Board chair will announce the current assessed value and your requested value, and will confirm the size, location and type of property under appeal. The chair may ask for clarification of anything on your petition which may be unclear. You will then be asked to make a statement supporting your requested value. The Board will not have had time to review your petition or evidence prior to the hearing. If you have included a written statement, it is not necessary to read it to the Board, but you should briefly summarize its content. Describe each piece of evidence you present. There may be questions by Board members either at the end of your statement or perhaps for clarification as you make your presentation. You must make your statement, present your evidence, and allow for questions within the 5 minute period. The process is informal. You should expect to be treated with courtesy. The chair must, however, adhere to the time schedule and you will be asked to cooperate in this regard.

## THE APPRAISAL CYCLE

State law requires all real property in each county to be physically appraised at least once every six years. To do this, the assessor divides the county into six appraisal districts which contain many smaller divisions, or appraisal neighborhoods. Each year, appraisers from the assessor's office inspect and estimate values for the properties within one appraisal district. If the property owner is not at home when the appraiser calls or if the appraiser is refused admission, the inspection consists of a walk-around viewing of the exterior. There is no statute that requires the assessor to make interior inspections as part of reappraisal.

The areas that are not physically reappraised for that year are valued based on trends set by the assessor's certified ratio study. This annual study compares the sale price of properties to the assessed value of the same properties. If, for example, the findings indicate that on the average properties in a given neighborhood are selling for 10% above their assessed value, this trend will be applied to all properties in that neighborhood, and their assessed value will be increased by 10%. All ratio study data are subjected to careful professional statistical analysis. Before its publication, the ratio study is reviewed by the Board of Ratio Review, and must be approved by the Oregon Department of Revenue.

\* \* \* \* \*

*Did you know that . . .*

■ *In 1991, the Multnomah County Board of Equalization heard 7,131 property tax appeals.*

■ *In 1991, the Multnomah County Board of Equalization reduced the assessment for 4,292 appellants. These reductions decreased the tax roll by over 171 million dollars.*

# 1993-94 Board of Equalization *Residential Real Property* APPEAL PROCEDURES

Remember that by state law, the Board can consider **ONLY** evidence showing that the real market value of the property is less than the assessed value. For the best use of your limited appeal time, confine your remarks to proof that the value you are requesting is the real market value.

\* \* \* \* \*

## THE DECISION PROCESS

To insure that all appellants are heard at the scheduled time, the Board hears all the day's testimony before making any decisions. The decision-making process is typically deferred to between 2:00 and 4:00 pm. You do not have to be present, but are welcome to observe the process. The time needed to make a decision varies considerably from case to case, making it impossible for the Board to schedule the decision on your appeal. If you are present, the Board will try to minimize the wait to hear your decision. At the decision time, you will be unable to comment or offer any further testimony. The Board's decisions are not available by telephone.

\* \* \* \* \*

## AFTER THE DECISION

Your decision will be a formal order, mailed to you about four weeks after the hearing. The Board of Equalization has no information about your refund. Inquiries on refunds should be made to **Tax Information at 248-3326**. Refunds are issued within 6 to 8 weeks from the time you receive your decision.

If you have decided to appeal your property value to the Board of Equalization, this information pamphlet will explain the appeal process. It tells you how to prepare for your hearing, what to expect at the hearing and what follows the hearing. Please take time to read it carefully and keep it until your case has been concluded.

## REAL MARKET VALUE

By law, your property is required to be assessed at **real market value**. The value on your 1993-94 tax statement is the assessor's estimate of your property's real market value on the assessment date, July 1, 1993. If you disagree with the assessor's estimate, and can provide evidence to support a lower value, you have grounds for an appeal to the Board of Equalization.

When you appeal, the **burden of proof is on you**. This means you must:

- Present evidence that the value on your tax statement is incorrect  
*and*
- Show why the value you are requesting is correct.

The question you must answer in your appeal is "What is the real market value of my property?" **Real market value** is the minimum price in terms of money which the property will bring if exposed for sale in the open market, allowing a period of time typical for the particular type of property involved, and under conditions where both parties to the transaction are under no undue compulsion to sell or buy and are able, willing, and reasonably well-informed.

Attachment # H-1

In response to item #8 in Resolution 93-120

Submitted by Board of Equalization Task Force

Responsible for Implementation Staff to the Board of Equalization



Read All Instructions On Reverse Side Before Completing This Form

# REAL PROPERTY PETITION FOR 1993-94 TAX YEAR

## SECTION A - Property Description

Assessor's Account Number: (from Tax Statement)

R- \_\_\_\_\_ - \_\_\_\_\_

(One Account Number per form only)

Property Address under appeal

So that your hearings are all scheduled for the same date and time, please indicate the total number of tax accounts you are appealing: How Many? \_\_\_\_\_

I wish to be present at the hearing:  YES  NO

Dates I cannot attend: \_\_\_\_\_

TYPE OF PROPERTY	
<input type="checkbox"/> House	<input type="checkbox"/> 5-20 Units
<input type="checkbox"/> Condominium	<input type="checkbox"/> Over 20 Units
<input type="checkbox"/> 2-4 Units	<input type="checkbox"/> Commercial
If any of above three property types are non-owner occupied, give monthly gross rent:	
\$ _____	<input type="checkbox"/> Industrial
	<input type="checkbox"/> Vacant Land
<input type="checkbox"/> Other: _____	

## SECTION B - Notification Information - Person to whom hearing notification/decision should be sent:

Name	Daytime Telephone		
Address	City	State	Zip Code

## SECTION C - Property Value

	Land	Building	Total
Real Market Value of Property from 1993-94 tax statement:	_____	_____	_____
I am petitioning for the Real Market Value to be reduced to:	_____	_____	_____

NOTE: It is not necessary to separate Land and Building values, but there must be a value requested for the Total

I am petitioning for reduced value for the following reasons: (attach supporting evidence or provide at hearing)

The following facts relate to the value of the property described above.

Purchase Price if within last year	Date of Purchase	Terms: <input type="checkbox"/> Cash <input type="checkbox"/> Contract <input type="checkbox"/> Trade <input type="checkbox"/> Other		
Has the property been offered for sale within the last year? <input type="checkbox"/> YES <input type="checkbox"/> NO	When?	How Long?	How offered?	Asking Price
Was the property appraised by someone other than the assessor? <input type="checkbox"/> YES <input type="checkbox"/> NO	Purpose and date of appraisal	Appraised by	Appraised value	

## SECTION D - Declaration

I, \_\_\_\_\_  Owner of the property, or  Attorney for owner \_\_\_\_\_, or \_\_\_\_\_ (please print name clearly) (O.S.B. #)

Other (Attach Authorization to Represent Form - SEE INSTRUCTIONS) declare under the penalties for false swearing contained in ORS 305.990(4), that the contents of the foregoing Petition and any evidence and testimony are true.

signature required \_\_\_\_\_ address \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ zip \_\_\_\_\_

## SECTION E - Refund Information

In the event your appeal results in a refund, please indicate to whom it should be made payable and where it should be sent:

Payable to Name: \_\_\_\_\_

Mail to Name: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Daytime Telephone Number \_\_\_\_\_

DECISION:	
Land:	_____
Building:	_____
TOTAL:	_____
Initials:	_____
Date:	_____
PETITION NO. _____	

## INSTRUCTIONS FOR FILING PETITION

### GENERAL INFORMATION

Petitions must be delivered or mailed between **October 25 and no later than midnight on December 31, 1993**, to the Board of Equalization Office at 2115 SE Morrison St., Room 101, Portland, OR 97214. An after-hours mail slot will be provided for your use on December 30 and 31st, 1993, **ONLY**. The slot is in the side door at the southeast corner of the building. If mailed, a U.S. Postal Service postmark will govern timeliness of filing.

The Board of Equalization will consider petitions for the **July 1, 1993 - June 30, 1994 tax year only**.

Please enter **all** information requested on the petition. If **any** information is missing, your petition may be considered incomplete and may be returned to you. If your petition is not completed by the time of the hearing, it may be dismissed. You will receive a formal order of dismissal.

Additions or corrections to this petition may be made at any time up to and including the time of hearing.

For an explanation of the evidence needed, the hearings procedure and other important information, refer to the **Board of Equalization Residential Real Property Appeal Procedures Pamphlet**. You may get this pamphlet from the Board by calling 248-5241.

### SECTION A - PROPERTY DESCRIPTION

Use the account number (9 digit number preceded by an "R") from your tax statement. You may also obtain the account number by calling **248-3326 Tax Information** between 9 am and 5 pm weekdays.

Please complete street address where property is located. If the property is vacant land and there is no street address, include legal description.

If you are appealing more than one property, you must use a separate petition for each property account number. If you have more than one petition, all of them will be scheduled to be heard on the same date.

Hearings are scheduled between 8:30 am and 3 pm weekdays from January 10 through April 15, 1994. If you do not indicate whether or not you wish to be present or have someone represent you, a hearing time **will be scheduled** for you. If you request a hearing and know that you will **not be available** on certain date(s), please indicate, and **every attempt** will be made to schedule your hearing accordingly. **HEARINGS CANNOT BE RESCHEDULED**. Citizens with disabilities should call the office to obtain special assistance.

**Type of Property** For non-owner occupied houses, condominiums and plexes of up to four living units please state monthly gross rent. For five or more units, commercial and industrial properties, please provide complete income statements. Statements may be presented at time of hearings.

### SECTION B - NOTIFICATION INFORMATION

The hearing notice and decision will be mailed to the person named in this section. Please print clearly.

### SECTION C - PROPERTY VALUE

Property value must be from the **1993-94 tax statement**. Statements are mailed late in October, 1993. If you have not received your statement, call **Tax Information at 248-3326** for the property value.

Property value you are requesting may be itemized between land and building, but this is optional. However, you **must** request an exact **total value**.

Reasons for requested reduction should be listed briefly. Attach a separate statement of evidence that the requested value is the **real market value**. Some possible reasons are: purchase price of property, appraisal value, sales of comparable property, condition of property. See the Appeal Procedures Pamphlet for a full discussion of evidence.

### SECTION D - DECLARATION

Only certain people are allowed to sign the petition and represent the owner(s), at a board of equalization hearing. Some of these people must have a power of attorney or authorization in order to sign the petition for the owner. Petitions received without the required authorization will be dismissed by formal order of the board.

Those people **who need** a signed authorization include:

- A relative. "Relative" means: spouse, child or stepchild, parent or stepparent, brother, sister, stepbrother, stepsister, niece or nephew, son- or daughter-in-law, father- or mother-in-law.
- A real estate broker licensed under ORS 969.025 or real estate appraiser certified or licensed under ORS 674.310.
- The lessee of the property, if the lessee is **not** the person in whose name the property is assessed.
- An employee regularly employed in tax matters for property owned by a corporation.

If someone on the above list will represent owner, they may obtain an **Authorization to Represent** form if needed by calling the Board of Equalization at **248-5241**.

Those people **not** needing a signed authorization include:

- An attorney-at-law. Attorneys must include their OSB number on the petition.
- Lessee, if the lessee is the person in whose name the property is assessed.
- Legal guardian or conservator with proper court appointment.
- Executor or administrator of the estate of a deceased person with proper court appointment.
- Trustee in bankruptcy proceedings with proper court appointment.

### SECTION E - REFUND INFORMATION

Any refund resulting from this appeal will be issued by the tax collector. Please allow six to eight weeks from the time you receive your notification of the board of equalization's decision. Call Tax Information at **248-3326** if you have questions about the refund.

Attachment # H-2

In response to item #8 in Resolution 93-120

Submitted by Board of Equalization Task Force

Responsible for Implementation Staff to the Board of Equalization

### **Examination of the Length of Time Available to Appellants**

The Task Force examined the serious problem of the amount of time appellants have to present their cases.

Unfortunately, the number of appeals in a year must be handled by the number of Boards allowed by the state within the timelines prescribed by the Oregon Revised Statutes. The amount of time allowed for each appellant to present their case then becomes a question of mathematics.

Because of this restraint little can be done to lengthen the time for each appellant. If the Board of Equalization staff observes that the number of petitions are increasing, he/she should recommend to the Board of County Commissioners that legislation to increase the number of Board of Equalization boards be submitted to the legislature.