

ANNOTATED MINUTES

*Thursday, September 14, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

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

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER SALTZMAN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-7) WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-1 ORDER Approving Contract 15798 for the Sale of Tax Foreclosed Property to Christopher and Joni Feryn

ORDER 95-196.

C-2 ORDER Approving Contract 15799 for the Sale of Tax Foreclosed Property to Christopher and Joni Feryn

ORDER 95-197.

C-3 ORDER Approving Real Estate Purchase and Sale Agreement for Tax Foreclosed Property to Patricia Mae Reed

ORDER 95-198.

C-4 ORDER Approving Execution of Replacement Deed D13295 Upon Complete Performance of a Contract to Bruce A. Philip and Patricia M. Philip

ORDER 95-199.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-5 *RESOLUTION Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody*

RESOLUTION 95-200.

- C-6 *Approval of Amendment to Contract 100836 with Oregon Health Sciences University, Addictions Treatment and Training Clinic, Reflecting Reduction in Video Poker Funds for Gambling Addiction Treatment Services*

DEPARTMENT OF JUVENILE JUSTICE SERVICES

- C-7 *Approval of Contract 700146 with Columbia County for One Bed Space in the Juvenile Justice Complex for the Detention of Youth Referred to the Columbia County Juvenile Justice System*

REGULAR AGENDA

PUBLIC COMMENT

- R-1 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

RICHARD KOENIG WRITTEN AND ORAL COMMENTS REGARDING COURT CASE AND CONSTITUTIONAL RIGHTS.

NON-DEPARTMENTAL

- R-2 *PROCLAMATION Proclaiming the Week of September 24 - 27, 1995 as MINORITY ENTERPRISE DEVELOPMENT WEEK*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. JERRY WALKER EXPLANATION. PROCLAMATION READ. PROCLAMATION 95-201 UNANIMOUSLY APPROVED.

- R-3 *RESOLUTION Opposing Budget Cuts in Federally Funded Programs for the Elderly*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL

OF R-3. DON BALLINGER PRESENTATION IN SUPPORT AND RESPONSE TO BOARD COMMENTS. RESOLUTION READ. RESOLUTION 95-202 UNANIMOUSLY APPROVED.

R-4 *RESOLUTION Endorsing Accelerating Implementation of the Region 2040 Plan and Continuation of the Current Urban Growth Boundary*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL TO AMEND THE RESOLUTION BY DELETING "AND CONTINUATION OF THE CURRENT URBAN GROWTH BOUNDARY" FROM THE TITLE; AND DELETING "BE IT FURTHER RESOLVED THAT THE BOARD SUPPORTS MAINTAINING THE CURRENT URBAN GROWTH BOUNDARY BY FOCUSING ATTENTION ON APPROPRIATE LOCATIONS FOR GROWTH INSIDE THE BOUNDARY.". COMMISSIONER HANSEN MOVED, SECONDED BY COMMISSIONER SALTZMAN, TO AMEND THE RESOLUTION BY ADDING "BE IT FURTHER RESOLVED, THAT THE BOARD REQUESTS COUNTY DEPARTMENTS TO DEVELOP AN IMPLEMENTATION PLAN FOR MULTNOMAH COUNTY AND BRIEF THE BOARD ON ISSUES AND CONCERNS SURROUNDING IMPLEMENTATION." TOM CROPPER TESTIMONY IN OPPOSITION. BOARD COMMENTS IN SUPPORT. RESOLUTION 95-204 UNANIMOUSLY APPROVED, AS AMENDED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-5 *ORDER Setting September 28, 1995 for Public Hearing to Consider the Transfer of a Tax Foreclosed Property to the City of Fairview for Public Use*

KATHY TUNEBOG EXPLANATION OF ITEMS R-5 THROUGH R-8 AND RESPONSE TO BOARD QUESTIONS. COMMISSIONER SALTZMAN REQUESTED THAT FUTURE TRANSFER REQUESTS CONTAIN A STATEMENT ASSURING

PROPERTIES HAVE GONE THROUGH THE GREENSPACE SCREENING PROCESS. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER SALTZMAN, ORDER 95-203 WAS UNANIMOUSLY APPROVED.

R-6 *ORDER Setting September 28, 1995 for Public Hearing to Consider the Transfer of Four Tax Foreclosed Properties to the City of Gresham Parks and Recreation for Park and Open Space Use*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER SALTZMAN, ORDER 95-205 WAS UNANIMOUSLY APPROVED.

R-7 *ORDER Setting September 28, 1995 for Public Hearing to Consider the Transfer of 17 Tax Foreclosed Properties to the City of Portland Bureau of Parks and Recreation for Park and Open Space Use*

UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER HANSEN, ORDER 95-206 WAS UNANIMOUSLY APPROVED.

R-8 *ORDER Setting September 28, 1995 for Public Hearing to Consider the Transfer of Two Tax Foreclosed Properties to the City of Troutdale for Public Use*

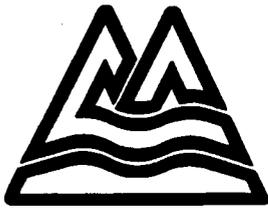
UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER SALTZMAN, ORDER 95-207 WAS UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 10:00 a.m.

**OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON**



Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 SW FIFTH AVENUE
PORTLAND, OREGON 97204
CLERK'S OFFICE • 248-3277 • 248-5222
FAX • (530) 248-5262

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

SEPTEMBER 11, 1995 - SEPTEMBER 15, 1995

Thursday, September 14, 1995 - 9:30 AM - Regular MeetingPage 2

*Thursday Meetings of the Multnomah County Board of Commissioners are
Cablecast Live and Taped and Can be Seen by Cable Subscribers in
Multnomah County at the Following Times:*

Thursday, 9:30 AM, (LIVE) Channel 30

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

**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.**

AN EQUAL OPPORTUNITY EMPLOYER

Thursday, September 14, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-1 *ORDER Approving Contract 15798 for the Sale of Tax Foreclosed Property to Christopher and Joni Feryn*
- C-2 *ORDER Approving Contract 15799 for the Sale of Tax Foreclosed Property to Christopher and Joni Feryn*
- C-3 *ORDER Approving Real Estate Purchase and Sale Agreement for Tax Foreclosed Property to Patricia Mae Reed*
- C-4 *ORDER Approving Execution of Replacement Deed D13295 Upon Complete Performance of a Contract to Bruce A. Philip and Patricia M. Philip*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-5 *RESOLUTION Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody*
- C-6 *Approval of Amendment to Contract 100836 with Oregon Health Sciences University, Addictions Treatment and Training Clinic, Reflecting Reduction in Video Poker Funds for Gambling Addiction Treatment Services*

DEPARTMENT OF JUVENILE JUSTICE SERVICES

- C-7 *Approval of Contract 700146 with Columbia County for One Bed Space in the Juvenile Justice Complex for the Detention of Youth Referred to the Columbia County Juvenile Justice System*

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NON-DEPARTMENTAL

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R-3 *RESOLUTION Opposing Budget Cuts in Federally Funded Programs for the Elderly*

R-4 *RESOLUTION Endorsing Accelerating Implementation of the Region 2040 Plan and Continuation of the Current Urban Growth Boundary*

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-5 *ORDER Setting September 28, 1995 for Public Hearing to Consider the Transfer of a Tax Foreclosed Property to the City of Fairview for Public Use*

R-6 *ORDER Setting September 28, 1995 for Public Hearing to Consider the Transfer of Four Tax Foreclosed Properties to the City of Gresham Parks and Recreation for Park and Open Space Use*

R-7 *ORDER Setting September 28, 1995 for Public Hearing to Consider the Transfer of 17 Tax Foreclosed Properties to the City of Portland Bureau of Parks and Recreation for Park and Open Space Use*

R-8 *ORDER Setting September 28, 1995 for Public Hearing to Consider the Transfer of Two Tax Foreclosed Properties to the City of Troutdale for Public Use*



Beverly Stein, Multnomah County Chair

Room 1515, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

Phone: (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MEMORANDUM

TO: Commissioner Sharron Kelley
Commissioner Tanya Collier
Commissioner Gary Hansen
Commissioner Dan Saltzman
Office of the Board Clerk

FROM: Lyne Martin

DATE: September 8, 1995

RE: Beverly's Absence from Board Meeting

Beverly will be out of the office on September 14th, and unable to attend the the Board meeting scheduled this date.

cc: Chair's Staff

50550 OF
COUNTY COMMISSIONERS
1995 SEP - 8 AM 9:15
MULTNOMAH COUNTY
OREGON



TANYA COLLIER
Multnomah County Commissioner
District 3



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

M E M O R A N D U M

TO: Board Clerks
Chair, Beverly Stein
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Stuart Farmer, Staff Assistant to Commissioner Collier

DATE: August 4, 1995

SUBJECT: Commissioner Collier's Medical Leave

Please excuse Commissioner Collier from all Board meetings on the following dates for medical leave:

August 10, 1995
August 15 & 17, 1995
August 22 & 24, 1995
August 29 & 31, 1995
September 5 & 7, 1995
September 12 & 14, 1995

BOARD OF
COUNTY COMMISSIONERS
1995 AUG -4 AM 11:09
MULTNOMAH COUNTY
OREGON

METTING DATE: SEP 14 1995

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Purchase Contract to Auction Purchasers.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

Stephen Kelly 2591 BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of Purchase Contract #15798 to Auction purchasers, CHRISTOPHER & JONI FERYN.

Contract #15798 and Board Order attached.

9/15/95 ORIGINAL CONTRACT & COPIES OF ALL TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Jamie M. D... *[Signature]* *8-31-95*
ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 SEP - 6 AM 9:26

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 Contract 15798)
for the Sale of Certain Real)
Property to)
)
CHRISTOPHER & JONI FERYN)

ORDER
95- 196

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from CHRISTOPHER & JONI FERYN a bid for the sum of \$41,600.00 which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$10,300.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 10 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

NOW THEREFORE, it is ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with CHRISTOPHER & JONI FERYN for the sale of the following described real property:

LOT 7, BLOCK 26, WILLAMETTE HEIGHTS ADD, a recorded subdivision in the County of Multnomah, State of Oregon:

for the sum of \$41,600.00, payable as follows: \$10,300.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$1,010.05 each, over a term of 36. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchasers to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-4 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

DATED this 14th day of September, 1995.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay
John L. DuBay, Chief Deputy

CONTRACT 15798

THIS AGREEMENT, made this 14th day of September, 1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and CHRISTOPHER & JONI FERYN, hereinafter called Purchasers; the County agrees to sell to Purchasers the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

LOT 7, BLOCK 26, WILLAMETTE HEIGHTS ADD, a recorded subdivision in Multnomah County, State of Oregon.

A. Purchase Price.

Purchasers agree to pay the sum of \$41,600.00, to be paid \$10,300.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$1,010.05 over a term of 36 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on October 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchasers shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchasers agree to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchasers shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchasers of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter. Tax escrow payment is to be paid on the 15th of each and every month along with the installment payment.

3. If paragraph B2 is not applicable, a tax payment is past due under section D1, if not paid within 10 days after the trimester due dates (November 15, February 15, and May 15).

C. Terms and Conditions.

1. Purchasers agree to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchasers will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchasers and shall not permit any waste or removal of all or part of the improvement.

3. Purchasers will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchasers' interest therein to forfeiture or the risk of forfeiture.

4. Purchasers will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchasers shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchasers will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchasers or Purchasers' agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchasers demonstrate to County's reasonable satisfaction that such Hazardous Material is necessary to Purchasers' business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchasers will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchasers are entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchasers includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchasers or purchasers' agents or contractors results in

any contamination of the property, Purchasers shall promptly take all actions at Purchasers' sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchasers includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchasers will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchasers as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchasers shall give immediate notice to County. County may make proof of loss if Purchasers fail to do so within fifteen days of casualty.

D. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchasers fail to make any payment within ten days after it is due;

2. Purchasers fail to perform or comply with any condition and do not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fail to commence and pursue curative action with reasonable diligence.

3. Purchasers become insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchasers' property or properties; Purchasers make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy; or Purchasers are subject to an involuntary bankruptcy which is not dismissed within ninety days.

4. Purchasers make or allow to be made a fraudulent transfer under applicable federal or state law, conceal any of their property from creditors; make or allow to be made a preference within the meaning of the federal bankruptcy laws; or allow a lien or distraint upon any of their property.

E. Tax Notice

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

CHRISTOPHER & JONI FERYN, 3431 NW RALEIGH, PORTLAND OR 97210

F. Assignment

No assignment of this agreement or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchasers.

G. Conveyance of Title

Upon complete performance by Purchasers of all the terms and conditions of this contract, County agrees to convey to Purchasers the title to the aforesaid property by Bargain & Sale Deed.

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 PERSONS ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, Purchasers have set their hands the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

By Christopher Feryn
CHRISTOPHER FERYN

By Joni Feryn
JONI FERYN



REVIEWED:

By Laurence Kressel
Laurence Kressel, County Counsel
for Multnomah County, Oregon

CONTRACT APPROVED:

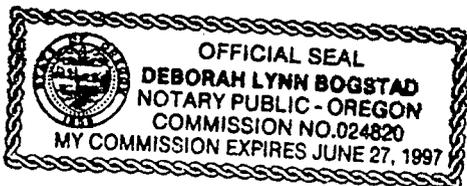
By Janice M. Druian
Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

SS

On this 14th day of September, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Vice-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 Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my 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

METTING DATE: SEP 14 1995

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Purchase Contract to Auction Purchasers.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of Purchase Contract #15799 to Auction purchasers, CHRISTOPHER & JONI FERYN.

Contract #15799 and Board Order attached.
9/15/95 ORIGINAL CONTRACT & COPIES OF ALL TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *James M. [Signature]* *[Signature]* 8-31-95

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1995 SEP - 6 AM 9 26
MULTNOMAH COUNTY
CLERK OF BOARD
COMMUNITY DEVELOPMENT

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15799)
for the Sale of Certain Real) ORDER
Property to) 95-197
)
CHRISTOPHER & JONI FERYN)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from CHRISTOPHER & JONI FERYN a bid for the sum of \$41,200.00 which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$10,300.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 10 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

NOW THEREFORE, it is ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with CHRISTOPHER & JONI FERYN for the sale of the following described real property:

N 90' OF E 15' & W 35' OF LOT 6, BLOCK 26, WILLAMETTE HEIGHTS ADD, a recorded subdivision in the County of Multnomah, State of Oregon:

for the sum of \$41,200.00, payable as follows: \$10,300.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$997.14 each, over a term of 36. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchasers to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-4 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

DATED this 14th day of September, 1995.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

Matthew O. Regan
for John L. DuBay, Chief Deputy

CONTRACT 15799

THIS AGREEMENT, made this 14th day of September, 1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and CHRISTOPHER & JONI FERYN hereinafter called Purchasers; the County agrees to sell to Purchasers the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

N 90' OF E 15' & W 35' OF LOT 6, BLOCK 26, WILLAMETTE HEIGHTS ADD, a recorded subdivision in Multnomah County, State of Oregon.

A. Purchase Price.

Purchasers agree to pay the sum of \$41,200.00, to be paid \$10,300.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$997.14 over a term of 36 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on October 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchasers shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchasers agree to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchasers shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchasers of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter. Tax escrow payment is to be paid on the 15th of each and every month along with the installment payment.

3. If paragraph B2 is not applicable, a tax payment is past due under section D1, if not paid within 10 days after the trimester due dates (November 15, February 15, and May 15).

C. Terms and Conditions.

1. Purchasers agree to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchasers will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchasers and shall not permit any waste or removal of all or part of the improvement.

3. Purchasers will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchasers' interest therein to forfeiture or the risk of forfeiture.

4. Purchasers will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchasers shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchasers will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchasers or Purchasers' agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchasers demonstrate to County's reasonable satisfaction that such Hazardous Material is necessary to Purchasers' business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchasers will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchasers are entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchasers includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchasers or purchasers' agents or contractors results in

any contamination of the property, Purchasers shall promptly take all actions at Purchasers' sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchasers includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchasers will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchasers as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchasers shall give immediate notice to County. County may make proof of loss if Purchasers fail to do so within fifteen days of casualty.

D. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchasers fail to make any payment within ten days after it is due;

2. Purchasers fail to perform or comply with any condition and do not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fail to commence and pursue curative action with reasonable diligence.

3. Purchasers become insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchasers' property or properties; Purchasers make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy; or Purchasers are subject to an involuntary bankruptcy which is not dismissed within ninety days.

4. Purchasers make or allow to be made a fraudulent transfer under applicable federal or state law, conceal any of their property from creditors; make or allow to be made a preference within the meaning of the federal bankruptcy laws; or allow a lien or distraint upon any of their property.

E. Tax Notice

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

CHRISTOPHER & JONI FERYN, 3431 NW RALEIGH, PORTLAND OR 97210

F. Assignment

No assignment of this agreement or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchasers.

G. Conveyance of Title

Upon complete performance by Purchasers of all the terms and conditions of this contract, County agrees to convey to Purchasers the title to the aforesaid property by Bargain & Sale Deed.

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 PERSONS ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, Purchasers have set their hands the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Sharon Kelley for
Beverly Stein, Chair

By Christopher Feryn
CHRISTOPHER FERYN

By Joni Feryn
JONI FERYN



REVIEWED:

By Laurence Kressel
Laurence Kressel, County Counsel
for Multnomah County, Oregon

CONTRACT APPROVED:

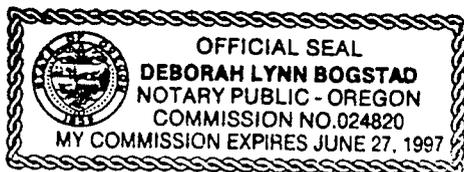
By K.A. Jureberg
Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

SS

On this 14th day of September, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Vice-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 Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my 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 14 1995

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Real Estate Purchase & Sale Agreement to Auction Purchaser.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request approval of REAL ESTATE PURCHASE & SALE AGREEMENT to Auction Purchaser PATRICIA MAE REED. (PATRICIA MAE REED purchased property at 8/23/95 auction, paid 10% down at time of sale, balance due November 21, 1995).

Real Estate Purchase & Sale Agreement and Board Order attached.

9/15/95 ORIGINAL AGREEMENT & COPIES OF ALL TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Jamie M. Dr... *[Signature]* 8-31-95

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1995 SEP 15 11 09 AM
MULTI-COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Real Estate Purchase
& Sale Agreement for the Sale of
Certain Real Property to)
) ORDER
) 95-198
)
PATRICIA MAE REED)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from PATRICIA MAE REED a bid for the sum of \$154,000.00 which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$10,104.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 10 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a Real Estate Purchase & Sale Agreement containing the terms and conditions of said sale should be entered into by Multnomah County;

NOW THEREFORE, it is ORDERED that the Multnomah County Board of Commissioners hereby enters into a Real Estate Purchase & Sale Agreement with PATRICIA MAE REED for the sale of the following described real property:

S 45' OF LOT 12, BLOCK 45, IRVINGTON, a recorded subdivision in the County of Multnomah, State of Oregon:

for the sum of \$154,000.00, payable as follows: \$10,104.00 in cash upon the execution of this agreement, and the balance of \$143,896.00 to be paid in full on or by November 21, 1995. Said Agreement to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-4 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

DATED this 14th day of September , 1995.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay
for John L. DuBay, Chief Deputy

REAL ESTATE PURCHASE AND SALE AGREEMENT

PATRICIA MAE REED, or assigns, (hereinafter referred to as "Purchaser"), hereby agree to purchase, and Multnomah County, Oregon (hereinafter referred to as "Seller"), hereby agrees to sell, all in accordance with the following terms, provisions and conditions, that certain real property described as follows:

S 45' OF LOT 12, BLOCK 45, IRVINGTON, a recorded subdivision in Multnomah County, State of Oregon.

1. **Purchase Price and Terms of Payment:** The price shall be \$154,000.00, of which the sum of \$10,104.00 by way of deposit is now paid, the receipt whereof the Seller acknowledges, and the balance of \$143,896.00 shall be paid in full on November 21, 1995 for completion of the purchase.
2. **Conveyance of Title:** Title to the Property shall be conveyed by Seller to Purchaser at closing by Bargain and Sale Deed, with no warranties of title.
3. **Right of Entry Prior to Closing:** Prior to closing, Purchaser or its agents may enter the property from time to time to inspect the Property, as needed. Purchaser shall indemnify and hold harmless Seller from the against any claim arising from work performed on the property, at Purchaser's request, prior to closing.
4. **Property Sold "AS IS":** Seller makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, that the Property may have conformed to past, current, or future applicable zoning or building code requirements, the existence of soil and stability, past soil repair, soil additions, or conditions of soil fill of susceptibility to land slides, the sufficiency of any undershoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted AS-IS, and Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights Purchaser may have regarding any form of warranty, except as set forth in this Agreement, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.
5. **Statutory Land Use Disclaimer:** The Property described in this instrument may not be within a fire protection district protecting structures. The Property is subject to land use laws and regulations, which in farm and forest zones, may not authorize construction or siting of a residence and which limit lawsuits against farming or forest practices as defined in ORS 30.930 in all zones. 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 and the existence of fire protection for structures.
6. **Closing Date:** This transaction shall close on or before November 21, 1995 however, on such date either party may by written notice to the other party postpone the closing date, but in no event shall that day be more than 15 days later than the above date of closing.
7. **Possession:** Upon closing of the purchase the Purchaser shall be entitled to possession.
8. **Legal Fees and Modifications To This Agreement:** In the event of any litigation arising out of this agreement, the losing party shall pay "all attorneys" fees and costs reasonably incurred by the prevailing party in connection with the litigation, and in the appeal of same. Any modification to the terms of this Agreement shall only be in writing, properly executed by both of the Seller and Purchaser.
9. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the

fullest extent permitted by law.

10. **Integration:** This Agreement contains the entire agreement and understanding of the parties with respect to the purchase and sale of the property and supersedes all prior and contemporaneous agreements between them with respect to such purchase and sale.
11. **Remedies:** If Purchaser fails, through no fault of Seller, to close its acquisition of the Property, or otherwise fails to observe or comply with any of the foregoing terms and conditions, Seller shall retain \$500 of the deposit paid by Purchaser. In the event Seller fails, through no fault of Purchaser, to close its sale of the Property, the Purchaser shall be entitled to repayment of the deposit with interest, at the statutory rate, from the date of deposit, in full satisfaction of all claims under this agreement or otherwise.
12. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
13. **Time is of the Essence:** Time is of the essence of this Agreement.
14. **Notices:** All notices required or permitted to be given hereunder shall be in writing and shall be sent by U.S. Certified Mail, return receipt requested, or by facsimile transmission addressed as set forth below:

Notices to Seller:

Name: MULTNOMAH COUNTY
TAX TITLE UNIT

Address: PO Box 2716
Portland OR 97208

Notices to Purchaser:

PATRICIA MAE REED

1627 NE STANTON ST
PORTLAND OR 97212

AGREED AND ACCEPTED:

SELLER:
MULTNOMAH COUNTY, OREGON

BY: *Sharon Kelly for*
Beverly Stein, Chair
Multnomah County
Board of Commissioners

AGREED AND ACCEPTED:

PURCHASER:
PATRICIA MAE REED

Patricia M. Reed
(Signature)



REVIEWED

BY: *Matthew O. Ryan*
Multnomah County Counsel

MEETING DATE: SEP 14 1995

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Replacement Deed to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request approval of Replacement Deed to former owner, BRUCE A PHILIP & PATRICIA M PHILIP.

Deed D13295 and Board Order attached.

9/15/95 ORIGINAL Deed & copies of ALL TO TAX TITLE

1995 SEP - 7 AM 11: 12
CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Janice M. Dr* *Q Payne 9-5-95*

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 a
Replacement Deed D13295 Upon Complete
Performance of a Contract to

BRUCE A PHILIP
AND PATRICIA M PHILIP

)
) ORDER
) 95-199
)
)
)

It appearing that heretofore, on September 15, 1967, Multnomah County entered into a contract with BRUCE A PHILIP and PATRICIA M PHILIP for the sale of the real property hereinafter described; and

That the above contract purchasers had fully performed the terms and conditions of said contract and where 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 replacement deed conveying to the contract purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

THE EAST 200 FEET OF LOT 6, AND THE EAST 200 FEET, OF THE NORTH 75 FEET OF LOT 7, BLOCK 7, PITTOCK GROVE, a recorded subdivision in Multnomah County, State of Oregon.

Dated at Portland, Oregon this 14th day of September, 1995.



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, Chief Assistant

REPLACEMENT DEED

THIS DEED IS EXECUTED TO REPLACE DEED D13295 EXECUTED FEBRUARY 3, 1983 WHICH WAS NEVER RECORDED BY BRUCE A PHILIP & PATRICIA M PHILIP.

DEED D13295

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to BRUCE A PHILIP and PATRICIA M PHILIP, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

THE EAST 200 FEET OF LOT 6, AND THE EAST 200 FEET, OF THE NORTH 75 FEET OF LOT 7, BLOCK 7, PITTOCK GROVE a recorded subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$2,382.14.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

BRUCE A PHILIP & PATRICIA M PHILIP
2935 SE 109TH AVE
PORTLAND OR 97266-1222

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 14 day of September 1995, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

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

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By *John L. DuBay*
John L. DuBay

By *Kathy A. Tuneberg*
Kathy A. Tuneberg

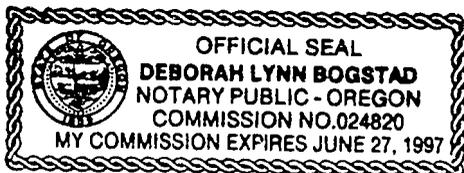
After recording, return to Multnomah County Tax Title (166/300)

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

SS

On this 14th day of September, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Vice-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 Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my 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 14 1995

AGENDA NO: C-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Director Custody Designees

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 3 Minutes

DEPARTMENT: Community & Family Services DIVISION: _____

CONTACT: Cathy Horey TELEPHONE #: 248-5464 Ext. 4447
BLDG/ROOM #: 166/6th Floor

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Cathy Horey

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Routine request for Director Custody Designees

No Budget Impact

See Attached Briefing Memo

9/15/95 copies to Cathy Horey

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 SEP - 6 AM 9:26

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe mwr

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



RECEIVED AUG 28 1995

MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
ADULT MENTAL HEALTH PROGRAM
421 SW SIXTH, SUITE 600
PORTLAND, OREGON 97204
(503) 248-5464 FAX (503) 248-3926
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

TO: BOARD OF COUNTY COMMISSIONERS
FROM: LOLENZO POE, DIRECTOR *Lorenzo Poe mas*
DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
TODAY'S DATE: AUGUST 28, 1995
REQUESTED PLACEMENT DATE: ASAP
RE: DIRECTOR'S CUSTODY DESIGNATION

I. Recommendation/Action Requested:

Ratification of the changes in the list of designees for Director Custody Holds (mental health holds).

II. Background/Analysis:

In 1987 the Board of County Commissioners ratified the participation of Multnomah County in the authority to place Director Custody Holds. ORS 426.215 enables a designee of the Community Mental Health Program Director to cause police to transport an allegedly mentally ill person dangerous to self or others to local hospitals for investigation prior to a possible court hearing for commitment to the state mental health division.

Director Designee Custodies are placed only after a mental health assessment and less restrictive options are exhausted. A large majority of Director Designee Custodies end up being committed to the state hospital system. This would suggest this type of custody is not used indiscriminately. The Psychiatric Emergency Operations Team, which includes staff from the County, hospitals, law enforcement agencies, and mental health agencies, reviews interorganizational coordination.

III. Financial Impact:

No impact.

IV. Legal Issues:

The rules governing Director Custody Holds are found in ORS 426.233.

V. Controversial Issues:

Process has been in effect since 1987. We see no current political controversy in this matter.

VI. Link to Current County Policies:

This is consistent with current County policies.

VII. Citizen Participation:

We do not anticipate citizen involvement at this meeting.

VIII. Other Government Participation:

There are no other jurisdiction/county departments affected.

BEFORE THE BOARD OF COMMISSIONERS
FOR THE COUNTY OF MULTNOMAH

In the matter of Authorizing Designees)
of the Mental Health Program Director)
to Direct a Peace Officer) Resolution
to Take an Allegedly Mentally Ill Person) 95-200
into Custody)

WHEREAS, if authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment for mental illness; and

WHEREAS, there is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody; and

WHEREAS, all the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division; it is therefore

ORDERED that the individuals listed below are hereby authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness:

Added to the list of designees are:

Suzanne Shah-Sohail (511-72-0911)

Karen Dimalanta (540-08-3487)

Marlene Phillips (101-30-9379)

DATED this 14th of September, 1995.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY,
OREGON

By Sharon Kelley for
Beverly Stein, Chair,

REVIEWED BY
LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By Katie Gaetjens
Katie Gaetjens, Assistant Counsel

MEETING DATE: SEP 14 1995

AGENDA NO: C-6

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT:
BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Community & Family Svcs

DIVISION: _____

CONTACT: Carolynne Webber

TELEPHONE: 248-3691 x2583

BLDG/ROOM: B166/700

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Norma Jaeger

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of Amendment #1 between Multnomah County Department of Community and Family Services, Alcohol & Drug Program Office and Oregon Health Sciences University-Addictions Treatment and Training Clinic for the period July 1, 1995 through June 30, 1996. Amendment #1 passes on a State mandated reduction in Gambling Addiction Treatment Services of \$20,591.

9/15/95 ORIGINALS TO CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe mcs

BOARD OF
COUNTY COMMISSIONERS
1995 SEP - 7 AM 9:13
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

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe mds*
Department of Community and Family Services

DATE: August 29, 1995

SUBJECT: Amendment #1 to an Intergovernmental Agreement with OHSU Addictions Treatment and Training Clinic

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the attached amendment for the period July 1, 1995 through June 30, 1996.

II. Background/Analysis: Amendment #1 reduces Alcohol and Drug Program Gambling Addiction Treatment funds by approximately 10%. This action is due to a reduction in available Video Poker funds and has been mandated by the State of Oregon Department of Administrative Services. The State did not pass on the final figures for the reduction in funds until August 15, 1995.

III. Financial Impact: This amendment reduces the Video Poker funding for Gambling Addiction Treatment services by \$20,591.

IV. Legal Issues:
N/A

V. Controversial Issues:
N/A

VI. Link to Current County Policies:
N/A

VII. Citizen Participation:
N/A

VIII. Other Government Participation: These contracts are based upon allocations made the by State of Oregon, Office of Alcohol and Drug Programs.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # **100836**
Amendment # **1**

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-6</u> DATE <u>9/14/95</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;">BOARD CLERK</p>
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Department: COMMUNITY & FAMILY SERVICES Division: _____ Date: AUGUST 28, 1995

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: Carolynne Webber Phone: 248-3691 ext. 2583 Bldg/Room: 166/700

Description of Contract: **Amendment #1 reduces Gambling Treatment funds approx 10% due to a State reduction of funds.**

RFP/BID #: State Cert. 3P1971 Date of RFP/BID: _____ Exemption Expiration Date: 6/99
ORS/AR # _____ Contractor is MBE WBE QRF

<p>Contractor Name: Oregon Health Sciences University, Addictions Treatment and Training Clinic</p> <p>Mailing Address: 621 SW Alder, Suite 520 Portland, OR 97204</p> <p>Phone: (503) 494-4745</p> <p>Employer ID# or SS#: 93-6001786W</p> <p>Effective Date: July 1, 1995</p> <p>Termination Date: June 30, 1996</p> <p>Original Contract Amount: \$ 205,902</p> <p>Total Amt of Previous Amendments: \$ 0</p> <p>Amount of Amendment: \$ (20,591)</p> <p>Total Amount of Agreement: \$185,311</p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>Mo Allot/Per Invoice</u> <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>See Attached</u></p> <p>Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
--	---

REQUIRED SIGNATURES:
Department Manager: *Lorenzo Pae mms* Date: 9/5/95

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: *Kathi Gault* Date: 9/6/95

County Chair/Sheriff: *Sharron Kelley* Date: 9/14/95
Sharron Kelley, Vice-Chair

Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE: 623502				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
	See	Attached									

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

COMMUNITY AND FAMILY SERVICES DIVISION
 CONTRACT APPROVAL FORM SUPPLEMENT
 Contractor : ADDICTIONS TREATMENT & TRAINING

Vendor Code : 623502

Fiscal Year : 95/96

Amendment Number : 1

Contract Number :

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
12	156	010	1190	A81X	6060	9103S	A&D Vid Poker:Gambling Tx A&D Gambling Addiction Treatment	\$205,902.00	-20,591.00	\$185,311.00	
TOTAL										185,311.00	0.00

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
CONTRACT 100836, AMENDMENT #1

DURATION OF AMENDMENT: July 1, 1995

TO: June 30, 1996

CONTRACTOR NAME: OHSU-Addictions Treatment & Training Clinic TELEPHONE: 494-4745

CONTRACTOR ADDRESS: 621 S.W. Alder, Suite 520
Portland, OR 97204
IRS NUMBER: 93-6001786W

This amendment is to that certain contract dated July 1, 1995, between the Multnomah County Department of Community and Family Services, referred to as the "COUNTY" and Oregon Health Sciences University-Addictions Treatment and Training Clinic, referred to as the "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I: CHANGES

Amendment #1 reduces Alcohol and Drug Gambling Addiction Treatment Services (A81X) funds from \$205,902 to \$185,311, a reduction of \$20,591.

PART II: AMENDMENT NARRATIVE

The contract is being amended to reduce Gambling Addiction Treatment services per a reduction in available Video Poker funds by State of Oregon Department of Administrative Services.

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

MULTNOMAH COUNTY

OHSU-ADDICTIONS TREATMENT & TRAINING CLINIC

BY *Lolingo Pae mes* 9/15/95
Director, Dept of Community & Family Services Date

BY _____
Agency Authorized Signer Date

BY *Sharron Kelley for* 9/14/95
Beverly Stein Date
Multnomah County Chair
Sharron Kelley, Vice-Chair

BY _____
Agency Authorized Signer Date

REVIEWED:

LAURENCE KRESSEL, County Counsel for
Multnomah County, Oregon

By *Katie Gaetjens* 9/16/95
Katie Gaetjens Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-6 DATE 9/14/95
DEB BOGSTAD

BOARD CLERK
S:\ADMINCE\CONTRACT\ATT96.AM1

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

**Attachment A:
Service Elements and Contract Amounts**

Contractor Name : ADDICTIONS TREATMENT & TRAINING	Vendor Code: 623502
Contractor Address :	
621 SW ALDER SUITE 520 PORTLAND OR 97204	
Telephone : 494-4745	Fiscal Year : 95/96
Federal ID # : 93-6001786	

Program Office Name : Alcohol & Drug Adult Residential Treatment

Service Element Name : A&D Hearing Impaired Interpreter Service (A17H); New Service Element

Mod. #	Begin Date	End Date	Payment Method	Payment Basis	# of Units	Unit Description	Unit Rate	Amount
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Req't's			Req't's
Total					Req't's			Req't's

Program Office Name : Alcohol & Drug Adult Outpatient Treatment

Service Element Name : A&D Alcohol Outpatient/Adult (A64X); Title XLX

Mod. #	Begin Date	End Date	Payment Method	Payment Basis	# of Units	Unit Description	Unit Rate	Amount
0	7/1/95	6/30/96	State Payment	Fee for Service		State Fee Sch		\$8,780.00
Total								\$8,780.00

Service Element Name : A&DDrug Outpatient Coupon/Voucher (A65V)

Mod. #	Begin Date	End Date	Payment Method	Payment Basis	# of Units	Unit Description	Unit Rate	Amount
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Req't's	Per Schedule C		Req't's
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Req't's	Per Schedule C		Req't's
Total					Req't's			Req't's

Service Element Name : A&D Drug Outpatient/Adult (A65X); Title XLX

Mod. #	Begin Date	End Date	Payment Method	Payment Basis	# of Units	Unit Description	Unit Rate	Amount
0	7/1/95	6/30/96	State Payment	Fee for Service		State Fee Sch		\$35,120.00
Total								\$35,120.00

Service Element Name : A&D DUII Hearing Impaired/Non-Eng-Speaking (A68H)

Mod. #	Begin Date	End Date	Payment Method	Payment Basis	# of Units	Unit Description	Unit Rate	Amount
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Req't's	Per Schedule B		Req't's
Total					Req't's			Req't's

**Attachment A:
Service Elements and Contract Amounts**

Contractor Name : ADDICTIONS TREATMENT & TRAINING	Vendor Code: 623502
Contractor Address : 621 SW ALDER SUITE 520 PORTLAND OR 97204	
Telephone : 494-4745	Fiscal Year : 95/96
	Federal ID # : 93-6001786

Program Office Name : Alcohol & Drug Adult Outpatient Treatment

Service Element Name : A&D DUII Information Program (A68X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Req't's	Per Schedule A		Req't's
Total					Req't's			Req't's

Service Element Name : A&D DUII Rehab Hearing Impaired/Non-Eng Speaking (A78H)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Req't's	Per Schedule B		Req't's
Total					Req't's			Req't's

Service Element Name : A&D DUII Rehabilitation Program (A78X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Req't's	Per Schedule A		Req't's
Total					Req't's			Req't's

Program Office Name : Alcohol & Drug Methadone Treatment

Service Element Name : A&D Synthetic Opiate Coupon/Voucher (A69V)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Req't's	Per Schedule C		Req't's
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Req't's	Per Schedule C		Req't's
Total					Req't's			Req't's

Program Office Name : Alcohol & Drug Gambling Addiction Treatment

Service Element Name : A&D Gambling Addiction Treatment (A81X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Monthly Allotment	Cost Reimbursement				\$205,902.00
1	7/1/95	6/30/96	Monthly Allotment	Cost Reimbursement				(\$20,591.00)
Total								\$185,311.00

MEETING DATE: SEP 14 1995

AGENDA NO: C-7

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Retroactive Intergovernmental Revenue Agreement between DJJS and Columbia County

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 3 minutes

DEPARTMENT: Juvenile Justice Services DIVISION: _____

CONTACT: Alandria Taylor TELEPHONE#: 248-3968

PERSON(S) MAKING PRESENTATION: Elyse Clawson / Jim Anderson

ACTION REQUESTED:

INFORMATION ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of a Retroactive Intergovernmental Revenue Agreement between Multnomah County Department of Juvenile Justice Services and Columbia County for utilization of one (1) bed space for the detention of juveniles referred to the Columbia County Justice System.

01/15/95 ORIGINALS TO ALANDRIA TAYLOR

SIGNATURES REQUIRED:

ELECTED OFFICIAL: *Provelly Blair*

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
1995 SEP - 6 AM 9:14
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson, Director 
Department of Juvenile Justice Services

DATE: August 28, 1995

SUBJECT: Approval of a Retroactive Intergovernmental Cooperation Agreement
Regulating Delivery of Detention Services between Multnomah County
Department of Juvenile Justice Services and Columbia County

I. **Recommendation/Action Requested:**

The Department of Juvenile Justice Services (DJJS) recommends the Board's approval of a Retroactive Intergovernmental Agreement between Columbia County for utilization of one (1) bed space in the Juvenile Justice Complex for the detention of juveniles referred to the Columbia County Juvenile Justice System.

II. **Background/Analysis:**

Multnomah County operates and maintains a juvenile detention facility known as the Donald E. Long Detention Complex, designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Space presently exist 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.

This Agreement stipulates payment by Columbia of \$45,117 to be paid to Multnomah County for the exclusive use of one (1) bed space to house youth from Columbia County. On occasions when the required bed space exceeds the guaranteed one (1), there will be an additional payment to Multnomah County of \$148.41 per day for each bed in excess of the one. Every youth served under this Agreement will receive the daily services of supervision, food, and basic care as do all youth placed in the detention facility.

Retroactive Status:

This Agreement is retroactive as the negotiations between Columbia and Multnomah County extended beyond the month of August and the continued processing into the month of September.

III. **Financial Impact:**

This revenue supports the operation of one (1) detention bed space.



MULTNOMAH COUNTY OREGON

JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TTY 248-3561

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

IV. **Legal Issues:**

N/A

V. **Controversial Issues:**

N/A

VI. **Link to Current County Policies:**

This Agreement support the Department of Juvenile Justice Services philosophy of offering detention services for counties which do not have a detention facility.

VII. **Citizen Participation:**

N/A

VIII. **Other Government Participation:**

N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 900146

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-7</u> DATE <u>9/14/95</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;">BOARD CLERK</p>
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Department: Juvenile Justice Services Division: _____ Date: 8/25/95

Contract Originator: Jim Anderson Phone: 248-3460 Bldg/Room: 311/DJJS

Administrative Contact: Alandria Taylor Phone: 248-3968 Bldg/Room: 311/DJJS

Description of Contract: This Intergovernmental Revenue Agreement allows Columbia County the exclusive use of one (1) bed space in the Juvenile Justice Complex for the detention of youth referred to the Columbia County Juvenile Justice System.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is MBE WBE QRF

<p>Contractor Name: <u>Columbia County</u></p> <p>Mailing Address: <u>Columbia Courthouse Room #331</u> <u>St. Helens, Oregon 97051</u> Phone: <u>(503)397-4322</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>September 1, 1995</u></p> <p>Termination Date: <u>June 30, 1996</u></p> <p>Original Contract Amount: \$ <u>45,117</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>45,117</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>22,558.50 (2 payments)</u> Other _____</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES: Department Manager: [Signature] Date: 9-1-95

Purchasing Director: (Class II Contracts Only) _____ Date: _____

County Counsel: Ratie Duff Date: 9/6/95

County Chair/Sheriff: Sharron Kelley Date: 9/14/95
Sharron Kelley, Vice Chair

Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

**JUVENILE DETENTION INTERGOVERNMENTAL COOPERATION AGREEMENT
REGULATING DELIVERY OF DETENTION SERVICES**

THIS AGREEMENT, made and entered into by and between the County of Columbia, hereinafter referred to as Columbia, 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 Columbia 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 exist in the Juvenile Justice Complex rendering it satisfactory for use by counties other than and in addition to Multnomah without a negative effect on the counties 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. Columbia wishes to utilize the Premises in the Juvenile Justice Complex for the detention of Juveniles referred to the juvenile justice system and in need of secure custody.
- D. The combining of the referred Columbia County population with the Multnomah County Juvenile population in the Juvenile Justice Complex is in the best interests of Columbia 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 Columbia County court shall be admitted by Multnomah to the Juvenile Justice Complex only upon authorization for secure custody communicated by an appropriate agent of the Columbia County Juvenile Court as

COLUMBIA-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT

September 1, 1995 to June 30, 1996

Page 2

defined in this Agreement or upon order of any Columbia 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 Complex, 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. One (1) Bed Space shall be available for the exclusive use of Columbia on a continuous 24-hour a day basis through June 30, 1996.
- d. Any additional requirement of Columbia for bed space(s) 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 Columbia is taken into custody by law enforcement in Multnomah other than as a consequence of an order of a Columbia County Court of competent jurisdiction and that juvenile resident of Columbia is delivered to the Juvenile Justice Complex, admission shall be as in the case of any local Multnomah referral, and no charge or cost shall accrue against Columbia pursuant to this Agreement until and unless an appropriate referral for ongoing custody is made in accordance with this Agreement.
- 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 Columbia 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 Columbia County but who are not admitted pursuant to the terms of the Agreement.

COLUMBIA-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
September 1, 1995 to June 30, 1996
Page 3

2. Supervision Services

- a. An admitted Columbia 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. Columbia juveniles admitted pursuant to this Agreement shall receive the same 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 Columbia juvenile shall be assigned a Multnomah staff worker to act in a liaison capacity with Columbia for the purpose of tracking progress of referred juveniles 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 cost. In the event it is determined that a Columbia detainee is in need of emergency services, whether as a result of a unilateral decision by Multnomah or as a result of consultation between Multnomah and Columbia, Multnomah is authorized to take appropriate action to secure such services, including transportation, as required. Columbia shall reimburse Multnomah for any expense connected therewith including security costs inside and outside the complex. Multnomah shall provide Columbia with immediate notice of those services provided unilaterally.

3. Release Services

- a. Multnomah shall release Columbia juveniles referred pursuant to this Agreement only upon receipt of notification by an authorized agent of the Columbia County Juvenile Court.

COLUMBIA-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT

September 1, 1995 to June 30, 1996

Page 4

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 Columbia juveniles to such individuals or agencies as included in notification.

- b. Upon notification to Columbia, 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 Columbia of the duty to monitor the number, identity, and appropriate periods of detention for those Columbia juveniles detained in Multnomah pursuant to this Agreement. It shall be the responsibility of Columbia 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 Columbia 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. Columbia shall perform as follows:

- 1. Columbia shall provide Multnomah current information identifying those Columbia Juvenile Court agents authorized to refer juveniles to Multnomah as provided herein.
- 2. Columbia shall provide or arrange all non-emergency transportation of Columbia residents once the juvenile has been delivered by law enforcement officers.
- 3. Columbia 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, Columbia shall reimburse Multnomah for all expenses reasonably incurred by Multnomah in providing emergency medical, dental, or

COLUMBIA-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
September 1, 1995 to June 30, 1996
Page 5

psychological services, including transportation therefor, on behalf of any referred juvenile pursuant to this Agreement.

5. Columbia 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, denture, hearing aids and similar devices. Except in circumstances constituting a medical emergency, Multnomah County may not incur these expenses without prior authorization from Columbia.
6. Columbia shall be responsible for providing any of the usual counseling services required for Columbia juveniles placed with Multnomah pursuant to this Agreement.
7. Columbia 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 Columbia juveniles.

C. Compensation Rates and Mode of Payments

1. For the duration of this Agreement, Columbia shall pay to Multnomah \$45,117 for services, normal care and maintenance of those Columbia juveniles in residence. This rate represents \$148.41 per bed per day for the provision of one bed program services and care. The above sum shall be paid by Columbia to Multnomah in two equal installments of \$22,558.50 February 1, 1996, and June 1, 1996.
2. On those occasions when Columbia requires bed space in excess of the guaranteed one (1) hereinabove described, the rate for each such additional space shall be \$148.41 per day.
3. In computing daily populations, the day of admission shall be considered a full day, and the day of release shall not be counted, each irrespective of the time of day on which the event occurs.

III CONSTRAINTS

- A. It is understood and agreed that any and all employees of the Juvenile Justice Complex are not employees, agents, or representatives of Columbia for any purpose.
- B. Columbia 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 Columbia harmless for responsibility or any liability arising from operation of the Juvenile Justice Complex and shall indemnify Columbia for any loss proximately and legally caused by the conduct of Multnomah's officers, agents, and employees; Columbia shall hold Multnomah harmless and shall be responsible for any liability arising from illegal detention caused by the failure of Columbia 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. This agreement is subject to the limits and provisions of the Oregon Tort Claims Act, ORS 30.260 to 30.300. 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 September 1, 1995, through June 30, 1996, and is subject to renewal annually.
- B. This Agreement may be terminated by either party by thirty (30) days written notice to the other party.

COLUMBIA-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
September 1, 1995 to June 30, 1996
Page 7

- C. Additional bed space(s) may be available on a month to month basis as determined by need and availability. Such additional beds shall be compensated at the rate of \$148.41.
- D. It is assumed the rates of compensation defined in this Agreement will be modified in subsequent fiscal years. Rates of compensation shall be based on actual costs of operation and shall be communicated to Columbia County by March 1, 1996, for the following fiscal year.
- E. Actual costs shall include, but not be limited to, 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, facility space and related maintenance and other costs.

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 Columbia and Multnomah.
- B. This Agreement supersedes and cancels all and any prior agreements or contracts between Multnomah and Columbia for similar services.

COLUMBIA-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
September 1, 1995 to June 30, 1996
Page 8

IN WITNESS THEREOF, the parties have hereto caused this agreement to be executed on this 14 day of September 1995, by their duly-authorized officers as of the day and year first hereinabove written.

Board of County Commissioners
MULTNOMAH COUNTY, OREGON

By: Sharron Kelley for
Beverly Stein, Chair
Sharron Kelley, Vice-Chair

September 14, 1995
Date

Reviewed By: Katie Gaetjens
Katie Gaetjens, Assistant

for LAURENCE KRESSEL,
County Counsel for
Multnomah County, Oregon

9/16/95
Date

Elyse Clawson
Elyse Clawson, Division Director

Jim Anderson
Jim Anderson, Detention Superintendent

8-29-95
Date

Board of County Commissioners
COLUMBIA COUNTY, OREGON

By: John K. Knight
Chair

August 23, 1995
Date

By: William K. Knight
Commissioner

August 23, 1995
Date

By: vacant
Commissioner

Date
Approved as to form
By: John K. Knight
Columbia County Counsel

8/23/95
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 9/14/95
DEB BOGSTAD
BOARD CLERK

1

PLEASE PRINT LEGIBLY!

MEETING DATE 9/14/95

NAME

Richard L. Koenig

ADDRESS

STREET

CITY

ZIP

County's deprivation of First Amend Right

I WISH TO SPEAK ON AGENDA ITEM NO. R-1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

The Supreme Court finally summarized its position on the sanctity of each citizen's constitutional right to freedom of expression:

"The constitutional right of free expression is powerful medicine in a society as diverse and populous as ours. It is designed and intended to remove governmental restraints from the arena of public discussion, putting the decision as to what views shall be voiced largely into the hands of each of us, in the hope that use of such freedom will ultimately produce a more capable citizenry and more perfect polity and in the belief that no other approach would comport with the premise of individual dignity and choice upon which our political system rests. ***** To many, the immediate consequence of this freedom may often appear to be only verbal tumult, discord, and even offensive utterance. These are, however, within established limits, in truth necessary side effects of the broader enduring values which the process of open debate permits us to achieve. That the air may at times seem filled with verbal cacophony is, in this sense not a sign of weakness but of strength. We cannot lose sight of the fact that, in what otherwise might seem a trifling and annoying instance of individual distasteful abuse of a privilege, these fundamental societal values are truly implicated. ***** Indeed, as Mr. Justice Frankfurter has said, "[o]ne of the prerogatives of American citizenship is the right to criticize public men and measures ***." Baumgartner v. United States, 322 US 665, 673-674, 88 L Ed 1525, 1531, 64 S Ct 1240 (1944)." 403 US 24-26.

In the more recent case of R.A.V. v. St. Paul, ___ US ___, 112 S Ct 2538, 120 L Ed 2d 305 (1992), the United States Supreme Court made it clear that "the First Amendment generally prevents government from proscribing speech *** because of disapproval of the ideas expressed" and that "content-based regulations are presumptively invalid." The Supreme Court added that there were only a few well-defined areas of speech that are not constitutionally protected: obscenity, defamation, fighting words. 120 L Ed 2d at 317. In the present case, defendant's speech and behavior could not be described as being within any of these three categories.

DATE: 9/14/95

TO: Bev Stein & Sharon Kelley, Mult. Co. Com.
FROM: Richard L. Koehnig, Two parent family advocate
bottom line

original

MEETING DATE: SEP 14 1995

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Minority Enterprise Development Week

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 14, 1995

Amount of Time Needed: 10 Minutes (Time Certain)

DEPARTMENT: MSS DIVISION: Finance

CONTACT: Jerry Walker TELEPHONE #: x 6699

BLDG/ROOM #: 421/1st Floor

PERSON(S) MAKING PRESENTATION: Jerry Walker

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUMMARY : Proclaiming Sept. 24-27, 1995 as Minority Enterprise Development Week In
 Multnomah County

9/14/95 ORIGINAL TO JERRY WALKER; 9/15/95 COPY TO JERRY WALKER

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
1995 SEP - 6 AM 9:20
MULTNOMAH COUNTY
OREGON

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

I. Purpose

To describe the information needed by the Board of County Commissioners for items submitted for agenda placement. Multnomah County Administrative Procedures #BCC-1 and #BCC-2 describe how to place items on the board agenda and how to format ordinances, resolutions, orders and proclamations. The following is the procedure for preparing staff reports to accompany each agenda item.

II. Preparation of Staff Reports

Staff reports are to be consistent with the following example. If one of the items is not applicable, do not leave it out, simply list as N/A. This report is a supplement to the Agenda Placement Form, it is not a substitute.

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Jerry Walker
TODAY'S DATE: August 31, 1995
REQUESTED PLACEMENT DATE: September 14, 1995
RE: MINORITY ENTERPRISE DEVELOPMENT WEEK PROCLAMATION

I. Recommendation/Action Requested:

Approve Proclamation and take photograph with local committee

II. Background/Analysis:

MED-Week is proclaimed each year by the President of the USA. Municipalities and metropolitan areas throughout the nation plan luncheons / celebrations to honor Minority Business in conjunction with MED-week.

III. Financial Impact:

None

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

Consistent with fostering diverse business community

VII. Citizen Participation:

Local committee representing the public and private sector will be on hand to take a photo with the BCC.

VIII. Other Government Participation:

Other Jurisdictions are proclaiming September 24-27 as MED Week and have been involved in planning MED Week Luncheon.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming the)
Week of September 24 - September 27, 1995) P R O C L A M A T I O N
as Minority Enterprise Development Week) 95-201

WHEREAS, Multnomah County's growth and prosperity depends on the full participation of all citizens at every level of our economy; and

WHEREAS, minority Americans contribute invaluable to our County's progress and well being and minority owned businesses have emerged as a dynamic and vital force in our County's market places, providing both employment and training for hundreds of Multnomah County residents; and

WHEREAS, Multnomah County takes pride in the achievements and accomplishments of our minority business owners; we are delighted to pay them tribute for their contributions on behalf of Multnomah County's economic growth; now therefore

IT IS HEREBY PROCLAIMED that the Multnomah County Board of Commissioners proudly proclaims September 24-27, 1995 and **MINORITY ENTERPRISE DEVELOPMENT WEEK IN MULTNOMAH COUNTY**, to thank all our minority business owners for their contributions to the County and to show our continuing committment to the promotion of minority business opportunities.

DATED this 14th day of September, 1995.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair

MEETING DATE: SEP 14 1995

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: In the Matter of Federally Funded Programs for the Elderly

BOARD BRIEFING Date Requested: _____ Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 14, 1995
Amount of Time Needed: 5 minutes

DEPARTMENT: Nondepartmental DIVISION: Commissioner Kelley

CONTACT: Becky Wehrli TELEPHONE #: 823-5269
BLDG/ROOM #: 106/5th Floor 106/518

PERSON(S) MAKING PRESENTATION: Becky Wehrli or Sharron Kelley

ACTION REQUESTED

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

See Whereas Clauses.

9/15/95 copies to Sharron Kelley & Becky Wehrli

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Sharron Kelley

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 SEP - 7 AM 9:20

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

In the Matter of Federally Funded)
Programs for the Elderly)

RESOLUTION
95- 202

WHEREAS, there are over 102,243 persons over the age of 60 in Multnomah County;
and

WHEREAS, older adults have made and continue to make significant contributions to
the development of our community and the enrichment of our lives; and

WHEREAS, Multnomah County has worked with the City of Portland and community
leaders to create a nationally recognized aging service system which supports frail elders in
maintaining their independence; and

WHEREAS, the United States House of Representatives has proposed more than \$450
billion in cuts in Medicare, Medicaid, and the Older American's Act between 1996 and the year
2002; and

WHEREAS, the impact of these massive reductions will be devastating for some of the
most frail and low-income elders in Multnomah County who stand to lose their meals,
employment, energy assistance, and other services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners opposes
the budget cuts in programs for the elderly in the pending budget legislation of the United States
House of Representatives and requests the restoration of these funds from the United States
Senate.

ADOPTED this 14 th day of September, 1995.



Beverly Stein

Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED: _____

By: *Laurence Kressel*

Laurence Kressel, County Counsel
for Multnomah County, Oregon

#1

PLEASE PRINT LEGIBLY!

MEETING DATE 9-14-95

NAME TOM CROPPER

ADDRESS P.O. Box 18025

STREET

PORTLAND 97218-0025

CITY ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-4

SUPPORT _____ OPPOSE _____

SUBMIT TO BOARD CLERK X

MEETING DATE: SEP 14 1995

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Endorsing Accelerating Implementation of the Region 2040 Plan and Continuation of the Current Urban Growth Boundary

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested:

September 14, 1995

Amount of Time Needed:

5 minutes

DEPARTMENT: Non-Departmental

DIVISION: BCC/Cmsnr Dan Saltzman

CONTACT:

TELEPHONE #: 248-5220

BLDG/ROOM #: 106/1500-1

PERSON(S) MAKING PRESENTATION: Commissioner Dan Saltzman

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Because population increases in the Metro Region have outstripped earlier estimates, the current timeline of the 2040 Plan is inadequate to meet the goals of preventing urban sprawl and instituting local land-use plans that will maintain our quality of life. Additionally, new state legislation increases pressure on the urban growth boundary. The resolution supports acceleration of the 2040 Plan implementation and preservation of the urban growth boundary.

9/14/95 copies to Dan Saltzman & Board
9/15/95 copy to Betsy Williams
SIGNATURES REQUIRED:

ELECTED OFFICIAL: Dan Saltzman

OR

DEPARTMENT MANAGER: _____

1995 SEP - 7 PM 2:30
MULTI-COUNTY
OREGON
UNIT OF GOVERNMENT

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER DAN SALTZMAN

TODAY'S DATE: SEPTEMBER 7, 1995

REQUESTED PLACEMENT DATE: SEPTEMBER 14, 1995

RE: Resolution Endorsing Accelerating Implementation of the Region 2040
Plan and Continuation of the Current Urban Growth Boundary

I. Recommendation/Action Requested:

Approval of resolution.

II. Background/Analysis

Because population increases in the Metro Region have outstripped earlier estimates, the current timeline of the 2040 Plan is inadequate to meet the goals of preventing urban sprawl and instituting local land-use plans that will maintain our quality of life. Additionally, new state legislation increases pressure on the urban growth boundary. The resolution supports acceleration of the 2040 Plan implementation and preservation of the urban growth boundary.

III. Financial Impact

None.

IV. Legal Issues

None.

V. Controversial Issues

None.

VI. Link to Current County Policies:

This resolution conforms with the Board's support of the land use policies as are being developed by the 2040 Plan, including the preservation of the region's livability, protection of natural resources, water quality and open space. It is also compatible with the County's Rural Area Plan Process.

VII. Citizen Participation:

Metro has engaged in a broad and aggressive public outreach program to solicit public input on the 2040 plan. Citizens involved in that process have strongly supported the goals outlined in the resolution.

VIII. Other Government Participation:

Metro was consulted in the development of this resolution. The City of Portland has passed a similar resolution.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Endorsing Accelerating Implementation)
of the Region 2040 Plan and) RESOLUTION
Continuation of the Current Urban)
Growth Boundary)

WHEREAS, the Multnomah Board of County Commissioners supports the major elements of the Recommended Alternative for Region 2040; and,

WHEREAS, the adoption of that plan is currently scheduled for 1997; and

WHEREAS, the adoption of that plan only begins the process of aligning local land-use plans with its goals; and

WHEREAS, the population growth of the Metro Region is far outstripping projections in place when the 2040 Plan process was designed; and

WHEREAS, failure to accelerate implementation of the 2040 Plan will increase low density growth patterns on land slated for higher density growth, resulting in sprawl; and

WHEREAS, a strong, compact urban growth boundary is vital to preventing urban sprawl and preserving the region's quality of life; and,

WHEREAS, citizens from throughout the region, responding to Metro's broad public outreach program have strongly supported less sprawl and a tighter urban growth boundary; and,

WHEREAS, the passage of House Bill 2709 by the Oregon Legislature increases the need to identify areas of growth within the urban growth boundary; and

WHEREAS, the Metro Executive Officer will issue recommendations regarding the urban growth boundary and interim measures to implement the 2040 Plan;

THEREFORE BE IT RESOLVED that the Multnomah Board of County Commissioners expresses its support for accelerating regional implementation of the 2040 plan.

BE IT FURTHER RESOLVED that the Board supports maintaining the current urban growth boundary by focusing attention on appropriate locations for growth inside the boundary.

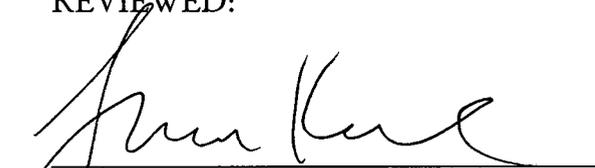
BE IT FURTHER RESOLVED that the Board expresses its willingness to work with Metro and other jurisdictions towards successful early implementation of the 2040 Plan.

ADOPTED this 14th day of September, 1995

**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

by _____
Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:



Laurence Kressel, County Counsel
of Multnomah County, Oregon

R-4 9/14/95
HANSEN AMENDMENT

BE IT FURTHER RESOLVED, that the Board requests County Departments to develop an implementation plan for Multnomah County and brief the Board on issues and concerns surrounding implementation.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Endorsing Accelerating Implementation) RESOLUTION 95 - 204
of the Region 2040 Plan)

WHEREAS, the Multnomah Board of County Commissioners supports the major elements of the Recommended Alternative for Region 2040; and,

WHEREAS, the adoption of that plan is currently scheduled for 1997; and

WHEREAS, the adoption of that plan only begins the process of aligning local land-use plans with its goals; and

WHEREAS, the population growth of the Metro Region is far outstripping projections in place when the 2040 Plan process was designed; and

WHEREAS, failure to accelerate implementation of the 2040 Plan will increase low density growth patterns on land slated for higher density growth, resulting in sprawl; and

WHEREAS, a strong, compact urban growth boundary is vital to preventing urban sprawl and preserving the region's quality of life; and,

WHEREAS, citizens from throughout the region, responding to Metro's broad public outreach program have strongly supported less sprawl and a tighter urban growth boundary; and,

WHEREAS, the passage of House Bill 2709 by the Oregon Legislature increases the need to identify areas of growth within the urban growth boundary; and

WHEREAS, the Metro Executive Officer will issue recommendations regarding the urban growth boundary and interim measures to implement the 2040 Plan;

THEREFORE BE IT RESOLVED that the Multnomah Board of County Commissioners expresses its support for accelerating regional implementation of the 2040 plan.

BE IT FURTHER RESOLVED that the Board expresses its willingness to work with Metro and other jurisdictions towards successful early implementation of the 2040 Plan.

BE IT FURTHER RESOLVED that the Board requests County Departments to develop an implementation plan for Multnomah County and brief the Board on issues and concerns surrounding implementation.

ADOPTED this 14th day of September, 1995



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

by Sharron Kelley
Sharron Kelley, Vice-Chair
Multnomah County, Oregon

REVIEWED:

Laurence Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

MEETING DATE: SEP 14 1995

AGENDA NO: R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: REQUESTING APPROVAL FROM THE BOARD OF COUNTY COMMISSIONERS TO TRANSFER **ONE** TAX FORECLOSED PROPERTY TO THE **CITY OF FAIRVIEW** FOR NON-HOUSING PURPOSES

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 14, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Stephen Kelly TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300 Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg & Stephen Kelly

ACTION REQUESTED:

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

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

Multnomah County ORDINANCE 795, Section VI, (E) requires that a hearing be held to hear public testimony prior to Board of County Commissioners considering donation of Tax Foreclosed Properties to Government Agencies.

9/15/95 copies to Stephen Kelly

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *James M. D...* *Chapman* *9/6/95*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1995 SEP 14 9 06 AM
MULTNOMAH COUNTY
OREGON
6 7 93
7 12 02
OFFICE OF THE BOARD CLERK

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Stephen Kelly, Foreclosed
Property Coordinator-Tax Title

TODAY'S DATE: September 5, 1995

REQUESTED PLACEMENT DATE: September 14, 1995

RE: Request approval from the Board of County Commissioners to transfer one Tax Foreclosed Property to the **City of Fairview** for public or non-housing purposes (City Right-of-Way).

I. Recommedation/Action Requested:

That the Board of County Commissioners set September 28, 1995 as a date to receive public testimony concerning the subject request for transfer of Tax Foreclosed Properties, for no monetary consideration, from Multnomah County's Tax Title Section. Also on this date, the Board will be requested to decide upon the requested transfers.

II. Background/Analysis:

On March 27, 1995 in accordance ORDINANCE 795 this property was made available on a list of Tax Foreclosed Properties offered to Governmental Agencies for non-housing purposes.

The Government Agency (City of Fairview) requested this property within the sixty days required by ORDINANCE 795, (Section VI, C) on May 10, 1995. The formal request from the City of Fairview was received also on May 10, 1995.

There was a duplicate application requesting this property also by Multnomah County (Transportation Division). However, the Transportation Division was planning to transfer this property to the City of Fairview, so Tax Title will reduce the time frame considerably by transferring it directly to the City of Fairview.

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, Board package and legal documents preparation and processing.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a Public Hearing. Also, no controversy is expected as a result of subsequently approving these transfer requests.

VI. Link to Current County Policies:

There are no conflicts with County policies.

VII. Citizen Participation:

If this Public Hearing is approved by the Board, notice of the hearing will be published in a newspaper for two successive weeks and notices will be sent to interested parties.

VIII. Other Government Participation:

All public agencies of Multnomah County were invited to participate in this tax foreclosed property transfer process. All Neighborhood Associations within the County were notified of the availability of tax foreclosed properties to Government Agencies for possible transfer.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Setting September 28, 1995, as a Hearing)
Date in the Matter of Approving Request) ORDER
for Transfer of a Tax Foreclosed Property) 95-203
to the City of Fairview for Public uses)

WHEREAS, State of Oregon statute and Multnomah County ordinance allow for transfer of Tax Foreclosed Properties to Governmental Agencies for Public Use, and

WHEREAS, the City of Fairview, has formally requested transfer of a certain Tax Foreclosed Property, shown on attachment Exhibit A, for public use (Right of Way), and

WHEREAS, State of Oregon statute and Multnomah County Ordinance 795 require that a public hearing be held prior to any such transfer.

NOW, THEREFORE, it is ORDERED, that the Multnomah County Board of Commissioners will, on September 28, 1995, in Room 602 of the Multnomah County Courthouse, located at 1021 SW Fourth Avenue, Portland Oregon; hear and determine whether the subject property described on attachment Exhibit A will be transferred to the City of Fairview under provisions of ORS 271.330 (2) and Ordinance 795.

Comments or objections to this transfer must be filed with the Board Clerk on or before the September 28, 1995 Public Hearing.

APPROVED this 14th day of September, 1995.



MULTNOMAH COUNTY, OREGON

BY *Beverly Stein*
Beverly Stein
Multnomah County Chair

Reviewed:
Laurence Kressel, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

John L. DuBay
John L. DuBay, Chief Assistant

* EXHIBIT A *

MULTNOMAH COUNTY TAX TITLE
STATUS REPORT OF PROPERTIES REQUESTED BY GOVERNMENTAL ENTITIES
FISCAL YEAR 1994-95

SEPTEMBER 6, 1995

Multnomah County Ordinance 795, Section VI, (D) states the following in regards to Tax Foreclosed Properties being transferred to Government Agencies for non-housing purposes or public use:

The report shall identify the governmental entity requesting transfer, a description of the property, the amount of taxes owed when the property was conveyed to the County, all maintenance costs incurred by the County, and the applicant's proposed public use.

Please see the Government Agency, and subject Tax Account Number(s) of their request, shown below per Ordinance 795:

Gov't Agency: City of Fairview

<u>Tax Acct. #:</u>	<u>Legal Descript.:</u>	<u>Taxes:</u>	<u>Expenses:</u>	<u>Type of Use:</u>
R-51730-0020	Lot D, Lutzenburg	\$69.71	\$0.00	Right of Way

Totals:		\$69.71	\$0.00	
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MEETING DATE: SEP 14 1995

AGENDA NO: R-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: REQUESTING APPROVAL FROM THE BOARD OF COUNTY COMMISSIONERS TO TRANSFER **FOUR** TAX FORECLOSED PROPERTIES TO THE **CITY OF GRESHAM (Parks & Recreation)** FOR NON-HOUSING PURPOSES

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 14, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Stephen Kelly TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300 Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg & Stephen Kelly

ACTION REQUESTED:

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

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

Multnomah County ORDINANCE 795, Section VI, (E) requires that a hearing be held to hear public testimony prior to Board of County Commissioners considering donation of Tax Foreclosed Properties to Government Agencies.

9/15/95 copies to Stephen Kelly

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *[Signature]* _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1995 SEP - 6 - 95
6
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
PR12:08

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Stephen Kelly, Foreclosed
Property Coordinator-Tax Title

TODAY'S DATE: September 5, 1995

REQUESTED PLACEMENT DATE: September 14, 1995

RE: Request approval from the Board of County Commissioners to transfer four Tax Foreclosed Property to the **City of Gresham (Parks & Recreation)** for public or non-housing purposes.

I. Recommendation/Action Requested:

That the Board of County Commissioners set September 28, 1995 as a date to receive public testimony concerning the subject request for transfer of Tax Foreclosed Properties, for no monetary consideration, from Multnomah County's Tax Title Section. Also on this date, the Board will be requested to decide upon the requested transfers.

II. Background/Analysis:

On March 27, 1995 in accordance ORDINANCE 795 this property was made available on a list of Tax Foreclosed Properties offered to Governmental Agencies for non-housing purposes.

The Government Agency (City of Gresham) requested this property within the sixty days required by ORDINANCE 795, (Section VI, C). The formal request from the City of Gresham was received by Tax Title.

There were no duplicate applications requesting these properties.

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, Board package and legal documents preparation and processing.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a Public Hearing. Also, no controversy is expected as a result of subsequently approving these transfer requests.

VI. Link to Current County Policies:

There are no conflicts with County policies.

VII. Citizen Participation:

If this Public Hearing is approved by the Board, notice of the hearing will be published in a newspaper for two successive weeks and notices will be sent to interested parties.

VIII. Other Government Participation:

All public agencies of Multnomah County were invited to participate in this tax foreclosed property transfer process. All Neighborhood Associations within the County were notified of the availability of tax foreclosed properties to Government Agencies for possible transfer.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Setting September 28, 1995, as a Hearing)
Date in the Matter of Approving Requests) ORDER
for Transfers of Tax Foreclosed Properties) 95-205
to the City of Gresham, Parks & Recreation)
for Park and Open Space Uses)

WHEREAS, State of Oregon statute and Multnomah County ordinance allow for transfer of Tax Foreclosed Properties to Governmental Agencies for Public Use, and

WHEREAS, the City of Gresham, Parks and Recreation has formally requested transfer of certain Tax Foreclosed Properties, shown on attachment Exhibit A, for public use, and

WHEREAS, State of Oregon statute and Multnomah County Ordinance 795 require that a public hearing be held prior to any such transfer.

NOW, THEREFORE, it is ORDERED, that the Multnomah County Board of Commissioners will, on September 28, 1995, in Room 602 of the Multnomah County Courthouse, located at 1021 SW Fourth Avenue, Portland Oregon, hear and determine whether the subject property described on attachment Exhibit A will be transferred to the City of Gresham, Parks and Recreation under provisions of ORS 271.330 (2) and Ordinance 795.

Comments or objections to this transfer must be filed with the Board Clerk on or before the September 28, 1995 Public Hearing.

APPROVED this 14th day of September, 1995.



MULTNOMAH COUNTY, OREGON

BY Sharon Kelly for
Beverly Stein
Multnomah County Chair

Reviewed:
Laurence Kressel, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

John L. DuBay
John L. DuBay, Chief Assistant

* EXHIBIT A *

MULTNOMAH COUNTY TAX TITLE
STATUS REPORT OF PROPERTIES REQUESTED BY GOVERNMENTAL ENTITIES
FISCAL YEAR 1994-95

SEPTEMBER 6, 1995

Multnomah County Ordinance 795, Section VI, (D) states the following in regards to Tax Foreclosed Properties being transferred to Government Agencies for non-housing purposes or public use:

The report shall identify the governmental entity requesting transfer, a description of the property, the amount of taxes owed when the property was conveyed to the County, all maintenance costs incurred by the County, and the applicant's proposed public use.

Please see the Government Agency, and subject Tax Account Number(s) of their request, shown below per Ordinance 795:

Gov't Agency: City of Gresham (Parks & Recreation)

<u>Tax Acct. #:</u>	<u>Legal Descript.:</u>	<u>Taxes:</u>	<u>Expenses:</u>	<u>Type of Use:</u>
R-91720-0080	Tract H, Willowbrook Addition	\$11.93	\$0.00	Widen Street
R-91720-0090	Tract I, Willowbrook Addition	\$16.68	\$0.00	Open Space
R-99310-1510	Tax Lot #151, Section 10, 1S 3E	\$2,223.24	\$0.00	Park Extension
R-99317-1530	Tax Lot #153, Section 17, 1S 3E	\$177.27	\$0.00	Open Space

Totals: \$2,429.12 \$0.00

MEETING DATE: SEP 14 1995

AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: REQUESTING APPROVAL FROM THE BOARD OF COUNTY COMMISSIONERS TO TRANSFER **SEVENTEEN** TAX FORECLOSED PROPERTIES TO THE **CITY OF PORTLAND (Bureau of Parks & Recreation)** FOR NON-HOUSING PURPOSES

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 14, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Stephen Kelly TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300 Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg & Stephen Kelly

ACTION REQUESTED:

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

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

Multnomah County ORDINANCE 795, Section VI, (E) requires that a hearing be held to hear public testimony prior to Board of County Commissioners considering donation of Tax Foreclosed Properties to Government Agencies.

9/15/95 copies to Stephen Kelly

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *James M. Dr...* *Cliff Payne* *9-6-95*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

SEP 14 1995 12:08 PM
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Stephen Kelly, Foreclosed
Property Coordinator-Tax Title
TODAY'S DATE: September 5, 1995
REQUESTED PLACEMENT DATE: September 14, 1995

RE: Request approval from the Board of County Commissioners to transfer seventeen Tax Foreclosed Property to the **City of Portland (Bureau of Parks & Recreation)** for public or non-housing purposes (additions to various Parks & Open Spaces).

I. Recommendation/Action Requested:

That the Board of County Commissioners set September 28, 1995 as a date to receive public testimony concerning the subject request for transfer of Tax Foreclosed Properties, for no monetary consideration, from Multnomah County's Tax Title Section. Also on this date, the Board will be requested to decide upon the requested transfers.

II. Background/Analysis:

On March 27, 1995 in accordance ORDINANCE 795 this property was made available on a list of Tax Foreclosed Properties offered to Governmental Agencies for non-housing purposes.

The Government Agency (City of Portland) requested this property within the sixty days required by ORDINANCE 795, (Section VI, C) on May 25, 1995. The formal request from the City of Portland (Bureau of Parks & Recreation) was received on August 16, 1995.

There were no duplicate applications requesting these properties.

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, Board package and legal documents preparation and processing.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a Public Hearing. Also, no controversy is expected as a result of subsequently approving these transfer requests.

VI. Link to Current County Policies:

There are no conflicts with County policies.

VII. Citizen Participation:

If this Public Hearing is approved by the Board, notice of the hearing will be published in a newspaper for two successive weeks and notices will be sent to interested parties.

VIII. Other Government Participation:

All public agencies of Multnomah County were invited to participate in this tax foreclosed property transfer process. All Neighborhood Associations within the County were notified of the availability of tax foreclosed properties to Government Agencies for possible transfer.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Setting September 28, 1995, as a Hearing)
Date in the Matter of Approving Requests) ORDER
for Transfers of Tax Foreclosed Properties) 95-206
to the City of Portland, Bureau of Parks)
& Recreation for Park and Open Space Uses)

WHEREAS, State of Oregon statute and Multnomah County ordinance allow for transfer of Tax Foreclosed Properties to Governmental Agencies for Public Use, and

WHEREAS, the City of Portland, Bureau of Parks and Recreation has formally requested transfer of certain Tax Foreclosed Properties, shown on attachment Exhibit A, for public use (Open Spaces), and

WHEREAS, State of Oregon statute and Multnomah County Ordinance 795 require that a public hearing be held prior to any such transfer.

NOW, THEREFORE, it is ORDERED, that the Multnomah County Board of Commissioners will, on September 28, 1995, in Room 602 of the Multnomah County Courthouse, located at 1021 SW Fourth Avenue, Portland Oregon, hear and determine whether the subject property described on attachment Exhibit A will be transferred to the City of Portland, Bureau of Parks and Recreation under provisions of ORS 271.330 (2) and Ordinance 795.

Comments or objections to this transfer must be filed with the Board Clerk on or before the September 28, 1995 Public Hearing.

APPROVED this 14th day of September, 1995.



MULTNOMAH COUNTY, OREGON

BY Sharon Kelly for
Beverly Stein
Multnomah County Chair

Reviewed:
Laurence Kressel, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

John L. DuBay
John L. DuBay, Chief Assistant

* EXHIBIT A *

MULTNOMAH COUNTY TAX TITLE
STATUS REPORT OF PROPERTIES REQUESTED BY GOVERNMENTAL ENTITIES
FISCAL YEAR 1994-95

SEPTEMBER 6, 1995

Multnomah County Ordinance 795, Section VI, (D) states the following in regards to Tax Foreclosed Properties being transferred to Government Agencies for non-housing purposes or public use:

The report shall identify the governmental entity requesting transfer, a description of the property, the amount of taxes owed when the property was conveyed to the County, all maintenance costs incurred by the County, and the applicant's proposed public use.

Please see the Government Agency, and subject Tax Account Number(s) of their request, shown below per Ordinance 795:

Gov't Agency: City of Portland (Parks & Recreation)

<u>Tax Acct. #:</u>	<u>Legal Descript.:</u>	<u>Taxes:</u>	<u>Expenses:</u>	<u>Type of Use:</u>
R-00120-1970	Tax Lot #1 of Lot 23, Block 9, Academy Heights Add.	\$1,909.35	\$0.00	Addition to Rocky Butte
R-14040-4310	Tax Lot #28 of Lot 6, Block 65, Carters Add. to Portland	\$433.74	\$0.00	Open Space
R-20600-0250	Southeasterly 3.4 feet of Lots 9 & 10, Depot Addition	\$307.63	\$0.00	Addition to RacquetCourt
R-26470-0900	Lot 8, Block 7, Fairmount Addition	\$18.42	\$0.00	Addition to Forest Park
R-35960-0740	Except Pt. in Street, Lot 8, Block 4, Harborton Add.	\$24.50	\$0.00	Addition to Forest Park
R-63390-5270	Tax Lot #1, Block A-F, Overlook Add.	\$11.83	\$0.00	Open Green Space

<u>Tax Acct. #:</u>	<u>Legal Descript.:</u>	<u>Taxes:</u>	<u>Expenses:</u>	<u>Type of Use:</u>
R-83940-1210	Except Pt. in Hwy. Lots 23 & 24, Block 24, Town of Linnton Add.	\$50.40	\$0.00	Addition to Forest Park
R-89420-1860	Lot 9, Block 9, West Portland Add.	\$11.24	\$0.00	Addition to Woods Park
R-89420-1940	Lots 16 & 17, Block 9, West Portland Addition	\$121.32	\$0.00	Addition to Woods Park
R-89420-1960	Lot 18, Block 9, West Portland Add.	\$421.92	\$0.00	Addition to Woods Park
R-89421-4120	Lot Z, West Portland Add.	\$1,255.70	\$0.00	Addition to Woods Park
R-90740-0850	Lot 22, Whitwood Ct. Sub., Sub of Lots 1-4, Block 19	\$191.70	\$0.00	Addition to Forest Park
R-94107-0830	Tax Lot #83, Section 07, 1N 1E	\$74.36	\$0.00	Willamette River Access
R-94228-1060	Tax Lot #106, Section 28, 1N 2E	\$55.80	\$0.00	Addition to Rocky Butte
R-99115-0040	Tax Lot #4, Section 15, 1S 1E	\$5,569.54	\$539.00	Open Green Space
R-99129-2900	Tax Lot #290, Section 29, 1S 2E	\$17,312.69	\$0.00	Open Space
R-99220-0840	Tax Lot #84, Section 20, 1S 2E	\$1,309.66	\$0.00	Open Space
Totals:		\$29,079.80	\$539.00	

MEETING DATE: SEP 14 1995

AGENDA NO: R-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: REQUESTING APPROVAL FROM THE BOARD OF COUNTY COMMISSIONERS TO TRANSFER **TWO** TAX FORECLOSED PROPERTIES TO THE **CITY OF TROUTDALE** FOR NON-HOUSING PURPOSES

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 14, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Stephen Kelly TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300 Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg & Stephen Kelly

ACTION REQUESTED:

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

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

Multnomah County ORDINANCE 795, Section VI, (E) requires that a hearing Be held to hear public testimony prior to Board of County Commissioners considering donation of Tax Foreclosed Properties to Government Agencies.

9/15/95 copies to Stephen Kelly

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER *James M. Dr...* *DePayne* 9-6-95

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
1995 SEP 14 7:03 PM 12:08

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Stephen Kelly, Foreclosed
Property Coordinator-Tax Title

TODAY'S DATE: September 5, 1995

REQUESTED PLACEMENT DATE: September 14, 1995

RE: Request approval from the Board of County Commissioners to transfer two Tax Foreclosed Property to the **City of Troutdale** for public or non-housing purposes (Pedestrian Access to Columbia Park).

I. Recommedation/Action Requested:

That the Board of County Commissioners set September 28, 1995 as a date to receive public testimony concerning the subject request for transfer of Tax Foreclosed Properties, for no monetary consideration, from Multnomah County's Tax Title Section. Also on this date, the Board will be requested to decide upon the requested transfers.

II. Background/Analysis:

On March 27, 1995 in accordance ORDINANCE 795 this property was made available on a list of Tax Foreclosed Properties offered to Governmental Agencies for non-housing purposes.

The Government Agency (City of Troutdale) requested this property within the sixty days required by ORDINANCE 795, (Section VI, C) on May 18, 1995. The formal request from the City of Troutdale was received on July 14, 1995.

There was no duplication of requests for these properties.

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, Board package and legal documents preparation and processing.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a Public Hearing. Also, no controversy is expected as a result of subsequently approving these transfer requests.

VI. Link to Current County Policies:

There are no conflicts with County policies.

VII. Citizen Participation:

If this Public Hearing is approved by the Board, notice of the hearing will be published in a newspaper for two successive weeks and notices will be sent to interested parties.

VIII. Other Government Participation:

All public agencies of Multnomah County were invited to participate in this tax foreclosed property transfer process. All Neighborhood Associations within the County were notified of the availability of tax foreclosed properties to Government Agencies for possible transfer.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Setting September 28, 1995, as a Hearing)
Date in the Matter of Approving Requests)
for Transfers of Tax Foreclosed Properties) ORDER
to the City of Troutdale for Public Uses) 95-207

WHEREAS, State of Oregon statute and Multnomah County ordinance allow for transfer of Tax Foreclosed Properties to Governmental Agencies for Public Use, and

WHEREAS, the City of Troutdale, has formally requested transfer of certain Tax Foreclosed Properties, shown on attachment Exhibit A, for public use (Pedestrian Park Access), and

WHEREAS, State of Oregon statute and Multnomah County Ordinance 795 require that a public hearing be held prior to any such transfer.

NOW, THEREFORE, it is ORDERED, that the Multnomah County Board of Commissioners will, on September 28, 1995, in Room 602 of the Multnomah County Courthouse, located at 1021 SW Fourth Avenue, Portland Oregon, hear and determine whether the subject property described on attachment Exhibit A will be transferred to the City of Troutdale under provisions of ORS 271.330 (2) and Ordinance 795.

Comments or objections to this transfer must be filed with the Board Clerk on or before the September 28, 1995 Public Hearing.

APPROVED this 14th day of September, 1995.



MULTNOMAH COUNTY, OREGON

BY *Beverly Stein*
Beverly Stein
Multnomah County Chair

Reviewed:
Laurence Kressel, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

John L. DuBay
John L. DuBay, Chief Assistant

* EXHIBIT A *

MULTNOMAH COUNTY TAX TITLE
STATUS REPORT OF PROPERTIES REQUESTED BY GOVERNMENTAL ENTITIES
FISCAL YEAR 1994-95

SEPTEMBER 6, 1995

Multnomah County Ordinance 795, Section VI, (D) states the following in regards to Tax Foreclosed Properties being transferred to Government Agencies for non-housing purposes or public use:

The report shall identify the governmental entity requesting transfer, a description of the property, the amount of taxes owed when the property was conveyed to the County, all maintenance costs incurred by the County, and the applicant's proposed public use.

Please see the Government Agency, and subject Tax Account Number(s) of their request, shown below per Ordinance 795:

Gov't Agency: City of Troutdale

<u>Tax Acct. #:</u>	<u>Legal Descript.:</u>	<u>Taxes:</u>	<u>Expenses:</u>	<u>Type of Use:</u>
R-92490-0060	Tract C, Woodale Addition	\$11.19	\$0.00	Pedestrian Park Access
R-92490-0080	Tract D, Woodale Addition	\$11.19	\$0.00	Pedestrian Park Access
<u>Totals:</u>		\$22.38	\$0.00	