



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Ted Wheeler, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-3308 FAX (503) 988-3093

Email: mult.chair@co.multnomah.or.us

Deborah Kafoury, Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5220 FAX (503) 988-5440

Email: district1@co.multnomah.or.us

Jeff Cogen, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5219 FAX (503) 988-5440

Email: district2@co.multnomah.or.us

Judy Shiprack, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5217 FAX (503) 988-5262

Email: district3@co.multnomah.or.us

Diane McKeel, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5213 FAX (503) 988-5262

Email: district4@co.multnomah.or.us

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REVISED

JANUARY 27 & 29, 2009

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:00 a.m. Tuesday New Board Orientation and Fiscal Year 2009 Public Safety Department Budget Overviews
Pg 2	9:30 a.m. Thursday Opportunity for Public Comment on Non-Agenda Matters
Pg 3	9:30 a.m. Thursday Second Reading of an Ordinance Amending the Multnomah County Code Relating to Nonconforming Uses, Transportation and Signs
Pg 3	9:50 a.m. Thursday Briefing of the Contracts Action Team on Recommendations for a New Contract Framework for Multnomah County
Pg 3	10:30 a.m. Thursday Proclaiming the Last Friday of January, 2009 as Earned Income Tax Awareness Day in Multnomah County, Oregon

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Tuesday, January 27, 2009 - 9:00 AM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

WORK SESSION

- 9:00 to 10:00** New Board Orientation and Fiscal Year 2009 Budget Overview
of District Attorney's Office; and
10:00 to 12:00 Fiscal Year 2009 Budget Overview of Sheriff's Office
-

Thursday, January 29, 2009 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM **DEPARTMENT OF LIBRARY SERVICES**

- C-1 BUDGET MODIFICATION LIB-06 Reclassifying One Vacant Position at
Holgate Library of the Neighborhood Libraries Division

SHERIFF'S OFFICE

- C-2 RESOLUTION Authorizing the Annual Designation of a Portion of
Compensation as a Housing Allowance for Chaplains Serving Inmates and
Employees of Multnomah County Sheriff's Office

REGULAR AGENDA **PUBLIC COMMENT - 9:30 AM**

Opportunity for Public Comment on non-agenda matters. Testimony is
limited to three minutes per person. Fill out a speaker form available in the
Boardroom and turn it into the Board Clerk.

DEPARTMENT OF COMMUNITY SERVICES - 9:30 AM

- R-1 Second Reading and Possible Adoption of an ORDINANCE Amending the
Multnomah County Code Chapters 33-36, 38, 11.15 and 11.45 Relating to
Nonconforming Uses, Transportation and Signs

COUNTY ATTORNEY'S OFFICE – 9:31 AM

- R-2 First Reading of a Proposed Special ORDINANCE Designating Disposition of Tax Foreclosed Property and Declaring an Emergency

DEPARTMENT OF COMMUNITY JUSTICE – 9:35 AM

- R-3 NOTICE OF INTENT to Apply for the Juvenile Justice Advisory Committee Formula Grant in the Amount of \$100,000

DEPARTMENT OF HEALTH – 9:38 AM

- R-4 NOTICE OF INTENT to Submit a Grant Application to the Northwest Health Foundation "Health Reform Advocacy Small Grant Program"

DEPARTMENT OF COUNTY MANAGEMENT – 9:40 AM

- R-5 RESOLUTION Approving a Real Property Lease with Osbeck Properties LLC, for the New North Portland Library Branch, Located at 8226 North Denver Avenue in Portland, Oregon
- R-6 Briefing of the Contracts Action Team on Recommendations for a New Contract Framework for Multnomah County. Presented by Mindy Harris, Brian Smith and Alicia Boris. 20 MINUTES REQUESTED.

SHERIFF'S OFFICE – 10:10 AM

- R-7 BUDGET MODIFICATION MCSO-06 Appropriating \$1,493,585 General Fund Contingency Transfer for Operating 126 Beds on a Floor of the Justice Center for the Remainder of Fiscal Year 2009

NON-DEPARTMENTAL - 10:30 AM

- R-8 PROCLAMATION Proclaiming the Last Friday of January, 2009 as Earned Income Tax Awareness Day in Multnomah County, Oregon. Presented by Wendy Lebow (CCFC), Kathy Howell (IRS), Cash Oregon, ACORN and Roserria Roberts, Vision Council Manager, United Way of the Columbia-Willamette. 15 MINUTES REQUESTED.



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MULTNOMAH COUNTY 2009-2010 BUDGET WORK SESSIONS AND HEARINGS

ALL MEETINGS ARE OPEN TO THE PUBLIC

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Tuesday, Jan 27
9:00 a.m. to 10:00 a.m.
10:00 a.m. to 12:00 p.m.

New Board Orientation – Conference Room 635
District Attorney's Office Budget Overview
Sheriff's Office Budget Overview

Tuesday, Feb 3
9:00 a.m. to 10:00 a.m.
10:00 a.m. to 11:00 a.m.
11:00 a.m. to 12:00 p.m.

New Board Orientation – Conference Room 635
Library Services Budget Overview
Community Services Budget Overview
County Management Budget Overview

Tuesday, Feb 10
9:00 a.m. to 10:30 a.m.
10:30 a.m. to 12:00 p.m.

New Board Orientation– Conference Room 635
Information Technology Budget Overview
Capital and Infrastructure Needs Budget Overview

Tuesday, Feb 17
9:00 a.m. to 10:00 a.m.
10:00 a.m. to 12:00 p.m.

Revenue Forecast, Second Quarter Spending Report
State and Local Revenue Options

Tuesday, Feb 24
9:00 a.m. to 11:00 a.m.

Options for Reducing Employee Costs and Saving Jobs

Tuesday, Feb 24
6:00 p.m. to 8:00 p.m.

Budget Community Forum with the Board
Multnomah Building, Commissioners Boardroom

Monday, Mar 2
6:00 p.m. to 8:00 p.m.

Budget Community Forum with the Board
Multnomah County East Building, Sharron Kelley
Conference Rooms A & B
600 NE 8th Street, Gresham

Monday, Mar 16
6:00 p.m. to 8:00 p.m.

Budget Community Forum with the Board
Multnomah Building, Commissioners Boardroom

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Thursday, April 23

9:30 a.m. to 12:00 p.m.

***Chair Ted Wheeler's Executive Budget Message
Public Hearing and Consideration of Resolution
Approving the Chair's Proposed Fiscal Year 2009
Budget for Submittal to the Tax Supervising and
Conservation Commission as Required by ORS
294.421***

CABLE PLAYBACK INFO:

Thursday, April 23 - 9:30 AM LIVE Channel 30

Saturday, April 25 - 10:00 AM Channel 29

Sunday, April 26 - 11:00 AM Channel 30

Tuesday, April 28 - 8:15 PM Channel 29

Tuesday, May 5

9:00 a.m. to 12:00 p.m.

Budget Work Session

Tuesday, May 5

1:00 p.m. to 3:00 p.m.

Budget Work Session

Tuesday, May 5

6:00 p.m. to 8:00 p.m.

***Public Hearing on the Multnomah County Budget
North Portland Library, Second Floor Meeting Room
512 North Killingsworth Street, Portland***

Wednesday, May 6

9:00 a.m. to 12:00 p.m.

if needed Budget Work Session

Thursday, May 7

9:30 a.m.

***Public Hearing and Consideration of Approval of
the 2009-2010 Dunthorpe Riverdale Sanitary
Service District No. 1 Proposed Budget for***

MULTNOMAH COUNTY 2009-2010 BUDGET WORK SESSIONS AND HEARINGS

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Submittal to Tax Supervising and Conservation Commission

Thursday, May 7
9:40 a.m.

*Public Hearing and Consideration of Approval the
2009-2010 Mid-County Street Lighting Service
District No. 14 Proposed Budget for Submittal to
Tax Supervising and Conservation Commission*

CABLE PLAYBACK INFO:

Thursday, May 7 - 9:30 AM LIVE Channel 30
Saturday, May 9 - 10:00 AM Channel 29
Sunday, May 10 - 11:00 AM Channel 30
Tuesday, May 12 - 8:15 PM Channel 29

Tuesday, May 12
9:00 a.m. to 12:00 p.m.

Budget Work Session

Tuesday, May 12
1:00 p.m. to 3:00 p.m.

Budget Work Session

Wednesday, May 13
9:00 a.m. to 12:00 p.m.

if needed Budget Work Session

Wednesday, May 13
6:00 p.m. to 8:00 p.m.

*Public Hearing on the 2009-2010 Multnomah
County Budget, Multnomah County East Building,
Sharron Kelley Conference Room
600 NE 8th Street, Gresham*

Tuesday, May 19
9:00 a.m. to 12:00 p.m.

Budget Work Session

MULTNOMAH COUNTY 2009-2010 BUDGET WORK SESSIONS AND HEARINGS

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Tuesday, May 19

1:00 p.m. to 3:00 p.m.

Budget Work Session

Tuesday, May 26

9:00 a.m. to 12:00 p.m.

Budget Work Session

Tuesday, May 26

1:00 p.m. to 3:00 p.m.

Budget Work Session

Tuesday, May 26

6:00 p.m. to 8:00 p.m.

***Public Hearing on the County Budget
Multnomah Building, Commissioners Boardroom***

Wednesday, May 27

11:00 a.m. to 12:00 p.m.

***Tax Supervising and Conservation Commission
Public Hearings on the Multnomah County 2009
Supplemental Budget and the 2010 Approved
Budget***

Thursday, Jun 4

9:30 a.m.

***Public Hearing and Resolution Adopting the 2009-
2010 Budget for Multnomah County Pursuant to
ORS 294***

CABLE PLAYBACK INFO:

Thursday, June 4 - 9:30 AM LIVE Channel 30

Saturday, June 6 - 10:00 AM Channel 29

Sunday, June 7 - 11:00 AM Channel 30

Tuesday, June 9 - 8:15 PM Channel 29



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 01-29-09
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 01/29/09
Agenda Item #: C-1
Est. Start Time: 9:30 AM
Date Submitted: 01/16/09

BUDGET MODIFICATION: LIB-06

Agenda Title: Budget Modification LIB-06 Reclassifying One Vacant Position at Holgate Library of the Neighborhood Libraries Division

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Requested Meeting Date:	<u>January 29, 2009</u>	Amount of Time Needed:	<u>Not applicable</u>
Department:	<u>Library</u>	Division:	<u>Support Services</u>
Contact(s):	<u>Becky Cobb</u>		
Phone:	<u>503-988-5499</u>	Ext.	<u>85499</u>
	I/O Address: <u>317/ADM/SUPSV</u>		
Presenter(s):	<u>Consent Calendar</u>		

General Information

1. What action are you requesting from the Board?

Request board approval to reclassify one 0.50 FTE library vacant position.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Reclassification request #1127 has been approved by the Class/Comp Unit of Central HR to reclassify an existing position (713113) from Library Page (7203) to Library Clerk (7202).

Reason for Classification Decision:

This position will provide culturally appropriate assistance to internal and external customers in both English and Russian, either in person or over the phone by checking in and out library materials, issuing library cards, creating and updating patron records, taking fines and payments for lost material, and providing information on policies and procedures. The incumbent in this position will negotiate fine and fee payment plans with patrons or waive charges, if appropriate, for patrons whose bills have been sent to a collection agency, and perform other tasks related to the circulation of library materials. These duties are consistent with those of the Library Clerk (7202) classification.

3. Explain the fiscal impact (current year and ongoing).

There is no fiscal impact in the Library Fund for the current or future fiscal year. Additional costs resulted from the reclassification will be offset by reducing the material & service budget in the Holgate Library cost center. On an ongoing basis, personnel costs will be about \$4,021 higher.

There is \$69 increase in Fund 3500 for Insurance Reimbursement.

4. Explain any legal and/or policy issues involved.

Local 88 represented employees have a contractual right to appeal and arbitrate the outcome of a reclassification request, which would include Board action to disapprove the request. It is the policy of Multnomah County to make all employment decisions without regard to race, religion, color, national origin, sex, age, marital status, disability, political affiliations, sexual orientation, or any other non-merit factor.

5. Explain any citizen and/or other government participation that has or will take place.

Not applicable.

ATTACHMENT A

Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

- **What revenue is being changed and why?**

There is no change in revenue in the Library Fund.

- **What budgets are increased/decreased?**

There is no net change in expenditure budget in the Library Fund. In Holgate Library cost center 805290, Personnel expenditures increases by \$1,710 and Printing decreases by the same amount.

- **What do the changes accomplish?**

The change in classifications more accurately reflects the level and scope of the job duties.

- **Do any personnel actions result from this budget modification? Explain.**

In Neighborhood Libraries, a budgeted position (713113) is reclassified from Library Page (7203) to Library Clerk (7202).

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

There is no net change to indirect costs.

- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

Not applicable.

- **If a grant, what period does the grant cover?**

Not applicable.

- **If a grant, when the grant expires, what are funding plans?**

Not applicable.

<p><i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.</i></p>

ATTACHMENT B

BUDGET MODIFICATION: LIB-06

Required Signatures

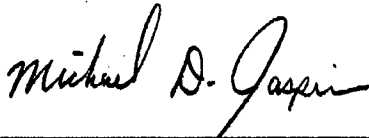
**Elected Official or
Department/
Agency Director:**



Date: 01/15/09

Vailey Oehlke for Molly Raphael

Budget Analyst:



Date: 01/21/09

Mike Jaspin

Department HR:



Date: 01/15/09

Leila Wrathall

Countywide HR:

Olga Ward

Date: _____

ANNUALIZED PERSONNEL CHANGEChange on a full year basis even though this action affects only a part of the fiscal year (FY).

							ANNUALIZED			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1510	7203	61749	805290	Library Page	713113	(0.50)	(12,129)	(3,813)	(6,754)	(22,696)
1510	7202	61749	805290	Library Clerk	713113	0.50	15,065	4,736	6,916	26,717
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						0.00	2,936	923	162	4,021

CURRENT YEAR PERSONNEL DOLLAR CHANGECalculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

							CURRENT YEAR			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1510	7203	61749	805290	Library Page	713113	(0.50)	(12,129)	(3,813)	(6,754)	(22,696)
1510	7202	61749	805290	Library Clerk	713113	0.50	13,378	4,206	6,823	24,406
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						0	1,249	393	69	1,710

Budget Modification ID: LIB-06

EXPENDITURES & REVENUES

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with SAP.

Budget/Fiscal Year: 2009

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center						
1									0			
2	80-50	1510	80002	0070		805290	60000	375,514	376,763	1,249		Permanent
3	80-50	1510	80002	0070		805290	60130	113,426	113,819	393		Salary Related Expense
4	80-50	1510	80002	0070		805290	60140	118,327	118,396	69		Insurance Benefits
5	80-50	1510	80002	0070		805290	60180	3,000	1,289	(1,711)		Printing
6									0			
7	72-10	3500		0020		705210	50316		(69)	(69)		Insurance Revenue
8	72-10	3500		0020		705210	60330		69	69		Offsetting Expenditure
9									0			
10									0			
11									0			
12									0			
13									0			
14									0			
15									0			
16									0			
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26									0			
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28									0			
29									0			
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										0	0	GRAND TOTAL



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 01/29/09
Agenda Item #: C-2
Est. Start Time: 9:30 AM
Date Submitted: 01/21/09

Agenda Title: **RESOLUTION Authorizing the Annual Designation of a Portion of Compensation as a Housing Allowance for Chaplains Serving Inmates and Employees of Multnomah County Sheriff's Office**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	January 29, 2009	Time Requested:	N/A
Department:	Sheriff's Office	Division:	Business Services
Contact(s):	Wanda Yantis		
Phone:	503-988-4455	Ext.	84455
Presenter(s):	Consent Calendar		
I/O Address:	503/350		

General Information

1. What action are you requesting from the Board?

MCSO recommends the adoption of a resolution designating a portion of the compensation received by two of its Chaplains to be used as a Housing Allowance.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The Multnomah County Sheriff's Office employs Edward Stelle and Lewis Kyle as Chaplains serving inmates and employees of Multnomah County Sheriff's Office. The Sheriff's Office does not provide housing to either Chaplain. Based on 26 USC § 107(2) allows clergy to exclude from the calculation of their gross income, the housing allowance paid as part of their compensation, to the extent used by them to rent or provide a home.

3. Explain the fiscal impact (current year and ongoing).

The following Chaplains are allowed to designate the following amounts of their compensation as a housing allowance for calendar year 2009, subject to the requirements and limitations of internal revenue law:

Housing Allowance

Chaplain

Amount Per Annum

Edward Stelle

\$10,000

Lewis Kyle

\$24,000

4. Explain any legal and/or policy issues involved.

Allowance is in accordance with (US Code) 26 USC § 107(2).

5. Explain any citizen and/or other government participation that has or will take place.

None.

Required Signature

Elected Official or
Department/
Agency Director:

/s/ *Bob Skipper / L.A.*

Date: 01/21/09

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing the Annual Designation of a Portion of Compensation as a Housing Allowance for Chaplains Serving Inmates and Employees of Multnomah County Sheriff's Office

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Sheriff's Office employs Edward Stelle and Lewis Kyle as chaplains serving inmates and employees of Multnomah County Sheriff's Office.
- b. The Sheriff's Office does not provide housing to either chaplain.
- c. 26 USC §107(2) allows clergy to exclude from the calculation of their gross income the housing allowance paid as part of their compensation, to the extent used by them to rent or provide a home.

The Multnomah County Board of Commissioners Resolves:

The following chaplains are allowed to designate the following amounts of their compensation as a housing allowance for calendar year 2009, subject to the requirements and limitations of internal revenue law:

<u>Chaplain</u>	<u>Housing Allowance Amount Per Annum</u>
Edward Stelle	\$10,000
Lewis Kyle	\$24,000

ADOPTED this 29th day of January, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES A. SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Jacquie Weber, Assistant County Attorney

SUBMITTED BY:
Bob Skipper, Multnomah County Sheriff

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 09-013

Authorizing the Annual Designation of a Portion of Compensation as a Housing Allowance for Chaplains Serving Inmates and Employees of Multnomah County Sheriff's Office

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Sheriff's Office employs Edward Stelle and Lewis Kyle as chaplains serving inmates and employees of Multnomah County Sheriff's Office.
- b. The Sheriff's Office does not provide housing to either chaplain.
- c. 26 USC §107(2) allows clergy to exclude from the calculation of their gross income the housing allowance paid as part of their compensation, to the extent used by them to rent or provide a home.

The Multnomah County Board of Commissioners Resolves:

The following chaplains are allowed to designate the following amounts of their compensation as a housing allowance for calendar year 2009, subject to the requirements and limitations of internal revenue law:

<u>Chaplain</u>	<u>Housing Allowance Amount Per Annum</u>
Edward Stelle	\$10,000
Lewis Kyle	\$24,000

ADOPTED this 29th day of January, 2009.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Ted Wheeler, Chair

REVIEWED:

AGNES A. SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Jacquie Weber, Assistant County Attorney

SUBMITTED BY:
Robert Skipper, Multnomah County Sheriff

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 1/29/09

SUBJECT: Clean-to-Green Project

AGENDA NUMBER OR TOPIC: Public Comment

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Larry Tuttle

ADDRESS: 610 SW Alder #1021

CITY/STATE/ZIP: Portland 97205

PHONE: _____ DAYS: (503) 539-6287 EVES: Same

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: Household Hazardous Waste

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

CENTER FOR ENVIRONMENTAL EQUITY

610 SW Alder, Suite 1021 Portland, Oregon 97205 (503) 221-1683 nevermined@earthlink.net

CLEAN-TO-GREEN PROJECT

Clean-to-Green is a community service and public education project targeting households impaired or limited by age, income, mobility, mental acuity, and English proficiency. ***Clean-to-Green*** services are offered at no cost for targeted households and community partners.

The project promotes: 1) removal and proper disposal of hazardous household wastes;¹ and, 2) use of low-cost, low-toxic alternative products. No similar comprehensive household hazardous wastes program exists in the Portland metropolitan area.

Proper identification and disposal of household hazardous wastes -- and the use of alternative products -- improves household health and safety and diverts hazardous materials from urban water bodies and landfills. Households include adults, children (full time residents and occasional visitors), and pets.

Populations Served - Project development began in early 2003 and was implemented in 2004. To shape and define the project, CEE consulted with more than 50 community groups, community leaders, and service providers.

Census data (age of residents, age of structures, income levels, heads-of-households, and length of occupancy) were evaluated to prioritize neighborhoods targeted by ***Clean-to-Green***. These Portland neighborhoods -- primarily North, Inner Northeast, Inner Northwest, and Southeast -- are neighborhoods with high concentrations of low-income, aging, and minority populations.

¹ ***Hazardous Household Wastes (HHWs)*** are the discarded, unused, and leftover portions of household products containing toxic chemicals. Households contain an average of three-to-eight gallons of HHWs in kitchens, bathrooms, garages, and basements. HHWs generate health and safety perils arising from faulty storage (i.e. deteriorating or inappropriate containers); accidents (i.e. spills, drops, mixing of incompatible products); catastrophic events (i.e. fire and vandalism); and, improper use (i.e. using gasoline as a solvent).

Household products labeled WARNING, CAUTION, POISONOUS, TOXIC, FLAMMABLE, CORROSIVE, REACTIVE, or EXPLOSIVE are considered hazardous. Examples include: adhesives - antifreeze - batteries - spot removers - brake fluid - chemical strippers - chlorine bleach - contact cement - drain cleaner - fertilizers - fire extinguisher - flea collars and pet sprays - herbicides - insecticides and insect repellents - kerosene - lawn chemicals - lighter fluid- lye - mothballs - nail polish remover - old propane tanks - oven cleaners - paints - pesticides - polishes - pool chemicals - prescription drugs - solvents - spot removers - stains and finishes - thinners - toilet cleaners - used motor oil.

Targeted households often share the following characteristics: 1) inadequate information about or understanding of toxic materials; 2) limited English proficiency (*Clean-to-Green* public education and outreach materials are translated into Vietnamese, Spanish, and Russian); and, 3) exposure to existing pollution.

Limitations defining targeted households often lead to improper disposal of HHWs. For example, HHWs are dumped into household drains (and sometimes storm drains); combined with household refuse; and, discarded in vacant lots, open spaces, and public areas such as parks. Improper disposal degrades urban water bodies (ranging from small neighborhood creeks to the Columbia Slough) and increases the costs of municipal household waste treatment. Improper disposal in public spaces presents special risks for children and household pets, and increases municipal costs to collect litter and trash.

Community and Household Benefits - That independent living makes good sense economically, socially, and psychologically is well established. An array of community services, programs, and projects foster household self-sufficiency and independent living. *Clean-to-Green* works to preserve self-sufficiency by preventing deterioration of household and neighborhood quality of life.

Risks associated with HHWs include: improper storage (such as products located near furnaces and water heaters); accidents attributable to deteriorating eyesight (complications from small-print and missing labels); accidental mixing of household products (explosive reactions such as the mixing of toilet cleaner with bleach); and, failing or inappropriate containers (most frequently paint, pest control, and garden products). Additionally, elderly persons and others with limited mobility often live in poorly ventilated spaces for extended periods.

2009 Clean-to-Green Priorities - The project will expand public education and direct service activities as follows:

- 1) conduct workshops for seniors and other targeted households at community centers such as Friendly House and Neighborhood House;
- 2) offer training for case managers;
- 3) provide education and information (including demonstrations) at community events in targeted neighborhoods;
- 4) provide HHW removal services as households are identified by case managers and other service providers; and,
- 5) implement program to assist targeted households dispose of mercury containing compact fluorescent light bulbs (CFLs) and batteries.

Clean-to-Green has a solid record of working and participating with existing programs and service providers. Examples include IRCO (Immigrant and Refugee Community Organization), Portland IMPACT, Neighborhood House, REACH, and the Urban League of Portland. Additional referrals arise from presentations and information tables at meal sites and community centers.

This outreach strategy connects ***Clean-to-Green*** to advocates and organizations already successfully working with diverse communities in neighborhoods (i.e. low-income, elderly, minority, immigrant). These connections also provides access to minority directed media, faith-based groups, and other social service programs.

Workshop Design - Interactive workshops demonstrate how to use common low-cost household products (principally vinegar, liquid soap, and baking soda) as alternatives to more toxic and more expensive commercial cleaning products. Trainers assist participants with mixing and labeling cleaning products based on formulas developed by Metro (i.e. "Green Cleaners" publication).

Participants are encouraged to take home the mixed products in dispensing containers provided by ***Clean-to-Green***. Information and discussion of HHWs storage and disposal are also offered at the workshop together with information about ***Clean-to-Green*** HHWs removal services.

Workshops for case managers are similar. Case manager training objectives are twofold: 1) to provide clients safe, low-cost alternative cleaning products; and, 2) to identify households needing assistance to remove and transport existing accumulations of HHWs.

Find additional information at the new *Clean-to-Green* website:

www.clean2green.org

See following page for list of project supporters.

Clean-to-Green is and has been sustained for the period 2004-2008 by the following donors: AAA of Oregon, African American Chamber of Commerce, City Bikes Cooperative, City of Portland (Office of Sustainability), Fregonese Calthorpe (consultants), Hawthorne Auto Clinic, Hoover Family, Foundation, International Longshore & Warehouse Union (ILWU), ILWU - Columbia River Pensioners, Joseph E. Weston Public Foundation, Metropolitan Medical Foundation, Miller Paint, New Villages Group (New Seasons), Nussbaum Fund (Oregon Community Foundation), Oregon Natural Resources Council, Oregon Wildlife Federation, Oregon Toxics Alliance, Portland Development Commission, Portland Fire Fighters Association - Local 43, Portland Police Association, Robert Ball (developer), Rodda Paint, Rejuvenation, Inc., Resource Revival, Rotary (East Portland), Safeway (In-Kind Products), Schlesinger Foundation, Seabold Construction, The Standard (Insurance), Urban League of Portland, and many individuals.



A local community home repair program contacted *Clean-to-Green* concerning a considerable accumulation of household hazardous wastes (pictured on this page) at a Southeast Portland residence. The owner suffers from a mental disability and lacks resources to transport and dispose of hazardous wastes on her own.

Leftover paint, paint thinner, varnish remover, water sealant, used motor oil, and pesticides were identified and packaged by *Clean-to-Green* and then delivered to Metro's hazardous waste facility. *Clean-to-Green* also arranged for her case worker to be present during the site visit and product removal.

Clean-to-Green's removal of the unwanted household wastes helped ensure that the leftover products were not released onto the ground, residential or storm drains, or added to residential garbage collections.

Clean-to-Green targets Portland-area households impaired by age, income, mobility, and health status. Clients are not charged for *Clean-to-Green* assistance.





MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 01/29/09
Agenda Item #: R-1
Est. Start Time: 9:30 AM
Date Submitted: 01/06/09

Agenda Title: Second Reading and Possible Adoption of an ORDINANCE Amending the Multnomah County Code Chapters 33-36, 38, 11.15 and 11.45 Relating to Nonconforming Uses, Transportation and Signs

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: January 29, 2009 Amount of Time Needed: 1 minute
Department: Community Services Division: Land Use and Transportation
Contact(s): George Plummer, Chuck Beasley
Phone: 503-988-3043 Ext. 29152 I/O Address: 455/1/116
Presenter(s): George Plummer

General Information

1. What action are you requesting from the Board?

Adopt the proposed Ordinance amendments listed above to Multnomah County Code Chapters 33, 34, 35, 36, 37, 38, 11.15 and 11.45.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The code chapters affected by these amendments are known as the Multnomah County Zoning Ordinance. The Zoning Ordinance is a land use regulatory tool that periodically needs minor technical corrections, added clarifications, and general "housekeeping." This agenda item includes three sets of housekeeping amendments that the County Planning Commission recommends the Board of Commissioners adopt. Each is briefly described below by file number.

PC-08-002 is a proposal to amend Non-Conforming Use Sections of Multnomah County Code Chapters 33, 34, 35 and 36 to reorganize and update the ordinance sections. The current organization of the code and some of the terms have been confusing to the public. The proposed amendments will ensure the provisions of the non-conforming use section will flow logically by placing the verification section before the alteration section, modify the definition of non-conforming use, and clarify the applicability of off-street parking codes to alterations of non-conforming uses in each chapter.

PC-08-004 is a proposal to revise and add definitions for transportation terms in Multnomah County

Code Chapters 33-36, 38, 11.15 and 11.45 and amend the codes to include transportation facilities as allowed uses in the exception zone districts and certain transportation facilities as Conditional Uses in the Exclusive Farm Uses (EFU) Zone Districts as required by Oregon Administrative Rules. Exception zones include the Multiple Use Agriculture -20, Rural Residential, Rural Center, Pleasant Home Rural Center, Orient Rural Center Residential, and Orient Commercial-Industrial Zone Districts. Land Use Planning staff consulted with County Transportation staff regarding the proposed amendments.

PC-08-011 is a proposal to change signs to an allowed use category in the various zones to make the use consistent with the permitting process pursuant to Multnomah County Code Chapter 37, Administration and Procedures. The various chapters of the County Land Use Planning Code list signs as a Review Use which are Type II discretionary decisions. However, Chapter 37 lists sign permits as Type I non-discretionary decisions, similar to building permits because the approval standards are clear and objective. Additionally, this amendment includes a proposal to correct an omission, adding signs as an allowed use in the Orient Commercial Industrial (OCI) Zone District consistent with other zone districts and adding the OCI District to the list in the Signs section of the Codes.

3. Explain the fiscal impact (current year and ongoing).

There are no fiscal impacts.

4. Explain any legal and/or policy issues involved.

There are no legal issues. The amendments are consistent with policies of the County Comprehensive Framework Plan and will make it easier for the public to understand County land use regulations.

5. Explain any citizen and/or other government participation that has or will take place.

For each of these amendment proposals, the Planning Commission held work sessions and hearings that were open to the public. Advance notice of the work sessions and hearings was provided in the Oregonian newspaper. A public hearing was held before the Planning Commission for PC-08-002 on October 6, 2008 and for PC-08-004 and PC-08-001 on November 3, 2008 where the public was invited to speak. No members of the public attended the meetings or provided comments on the amendments. Planning Commission Resolutions PC 08-002, PC-08-004 and PC-08-011 recommend adoption of the amendments.

Copies of all proposed code changes were sent to the State of Oregon Department Land Conservation and Development (DLCD) and that agency was given an opportunity to comment on the proposals. No comments were received from the State for PC-08-002 and PC-08-011.

For PC-08-004, DLCD staff submitted a letter of comment stating a concern that the proposed language was inconsistent with Oregon Administrative Rules. We have revised the amendments to address that concern.

Required Signature

**Elected Official or
Department/
Agency Director:**



Date: 01/06/09

BEFORE THE PLANNING COMMISSION
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. PC 08-002

Recommend to the Board of County Commissioners the adoption of an ordinance amending the non-conforming uses section of MCC Chapters 33, 34, 35, and 36 to clarify concepts and provisions as well as modify the definition of non-conforming use and improve the sequencing of the subsections.

The Planning Commission Finds:


- a. The Planning Commission is authorized by Multnomah County Code Chapter 37 and by ORS 215.110 to recommend to the Board of County Commissioners the adoption of Ordinances to implement the Multnomah County Comprehensive Plan.
- b. The individual Code chapters should be periodically updated and improvements adopted. As part of that effort the Planning Commission sees a need to need to update and reorganize the Non-Conforming Use section.
- c. The proposed amendments will ensure the provisions of the non-conforming use section will flow logically by placing the verification section before the alteration, modification, and expansion section, modify the definition of non-conforming use, and clarify the applicability of off-street parking codes to alterations of non-conforming uses in each chapter.
- d. No regulations are being proposed that further restrict the use of property and no mailed notice to individual property owners is required ("Ballot Measure 56" notice).
- e. A public hearing was held on October 6, 2008 before the Planning Commission for the proposed amendment where all interested persons were given an opportunity to appear and be heard. Notice of the Planning Commission hearing was published in the "Oregonian" newspaper and on the Land Use Planning Program website.

The Planning Commission Resolves:

The proposed Ordinance amending MCC Chapters 33, 34, 35 and 36 is hereby recommended for adoption by the Board of County Commissioners.

ADOPTED this 3rd day of November, 2008.

PLANNING COMMISSION
FOR MULTNOMAH COUNTY, OREGON


John Ingle, Chair

BEFORE THE PLANNING COMMISSION
for MULTNOMAH COUNTY, OREGON

RESOLUTION NO. PC-08-004

Recommend to the Board of Commissioners adoption of an ordinance amending Multnomah County Code Chapters 29, 33, 34, 35, 36, 38, 11.15, and 11.45 to revise definitions of transportation facilities and amend the list of uses allowed in the various zones to include certain transportation facilities.

The Planning Commission of Multnomah County Finds:

- a. The Planning Commission is authorized by Multnomah County Code Chapters 33.0140, 34.0140, 35.0140, 36.0140 and by ORS 215.110 to recommend to the Board of County Commissioners the adoption, revision, or repeal of Ordinances intended to implement the Multnomah County Comprehensive Plan.
- b. The individual zoning code chapters and related implementing regulations should be periodically updated to improve consistency.
- c. The amendments to the code chapters add certain transportation facilities as allowed uses in exception zone districts, as uses allowed conditionally in Exclusive Farm Use districts, and amend definitions of transportation facilities for consistency.
- d. No regulations are being proposed that further restrict the use of property and no mailed notice to individual property owners is required (Ballot Measure 56 Notice).
- e. The Planning Commission held a public hearing on November 3, 2008 where all interested persons were given an opportunity to appear and be heard. Notice of the Planning Commission hearing was published in the "Oregonian" newspaper and on the Land Use Planning program web site.

The Planning Commission of Multnomah County Resolves:

1. The proposed ordinance amending MCC Chapters 29, 33, 34, 35, 36, 38, 11.15, and 11.45 is hereby recommended for adoption by the Board of County Commissioners.

ADOPTED this 3rd day of November, 2008.

PLANNING COMMISSION
FOR MULTNOMAH COUNTY, OREGON


John Ingle, Chair

BEFORE THE PLANNING COMMISSION
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 08-011

Recommend to the Board of County Commissioners the adoption of an ordinance amending MCC Chapters 33, 34, 35, and 36 by making "housekeeping" code changes related to signs.

The Planning Commission Finds:


- a. The Planning Commission is authorized by Multnomah County Code Chapter subsections 33.0140, 34.0140, 35.0140, 36.0140, 37.0710 and by ORS 215.110 to recommend to the Board of County Commissioners the adoption of Ordinances to implement the Multnomah County Comprehensive Plan.
- b. Periodic review and enactment of "housekeeping" amendments of the Zoning Code is needed as technical errors and unclear provisions are found.
- c. The recommended changes include amending the base zone districts to list signs as an allowed use rather than a review use, and amend Chapter 38 to add signs as an allowed use in the Orient Commercial Industrial Zone District and update list of zones where signs are allowed.
- d. No regulations are being proposed that further restrict the use of property and no mailed notice to individual property owners is required ("Ballot Measure 56" notice). Notice of the Planning Commission hearing was published in the "Oregonian" newspaper and on the Land Use Programs web site.
- e. The Planning Commission held a public hearing on November 3, 2008 where all interested persons were given an opportunity to appear and be heard.

The Planning Commission Resolves:

The proposed Ordinance amending MCC Chapters 33, 34, 35, and 36, is hereby recommended for adoption by the Board of County Commissioners.

ADOPTED this 3rd day of November, 2008.

PLANNING COMMISSION
FOR MULTNOMAH COUNTY, OREGON


John Ingle, Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending the Multnomah County Code Chapters 33-36, 38, 11.15 and 11.45 Relating to Nonconforming Uses, Transportation and Signs

(Language ~~stricken~~ is deleted; double underlined language is new.)

The Multnomah County Board of Commissioners Finds:

- a. Periodically there is a need to review and update the County Land Use Planning Code (Zoning Code) provisions due to changing circumstances and for general housekeeping. Such an update of the Zoning Code has become necessary for some selected technical corrections, clarifications, consistency and additional uses. This agenda item includes three Planning Commission housekeeping amendments, PC-08-002: *Reorganize and Update the Non-Conforming Use Sections*; PC-08-004: *Amend Zoning Codes Transportation Facilities Definitions, Adding Transportation Facilities as a Use and Adding Certain Transportation Facilities as Conditional Uses*; and PC-08-011: *Amendments to Zoning Codes Sections Related to Signs*.
- b. The Planning Commission is authorized by Multnomah County Code Chapter subsections 33.0140, 34.0140, 35.0140, 36.0140, 38.0530(D) 37.0710, and by ORS 215.110 to recommend to the Board of County Commissioners the adoption of Ordinances to implement the Multnomah County Comprehensive Plan.
- c. A public hearing was held for PC-08-002 on October 6, 2008 and for PC-08-004 and PC-08-011 on November 3, 2008 before the Planning Commission for the proposed amendments where all interested persons were given an opportunity to appear and be heard. Notice of the Planning Commission hearing was published in the "Oregonian" newspaper and on the County Land Use Planning Program website.
- d. As stated in Planning Commission Resolutions for each of these cases the Planning Commission has found that the proposed amendments and additions to Multnomah County Code Chapters 33, 34, 35, 36, 11.15 and 11.45 in this Ordinance are needed and recommends approval.
- e. No regulations are being proposed that further restrict the use of property thus no mailed notice to individual property owners is required ("Ballot Measure 56" notice). Notice of the Planning Commission hearing and the Board of County Commissioners were published in the "Oregonian" newspaper and on the County Land Use Planning Program's web site.
- f. The proposed amendments will ensure the provisions of the non-conforming use section will flow logically by placing the verification section before the alteration, modification, and

expansion section, modify the definition of non-conforming use, and clarify the applicability of off-street parking codes to alterations of non-conforming uses in each chapter.

- g. Under the State of Oregon land use planning program, land uses listed in County Zoning Codes, including transportation projects, are subject to the restrictions and standards of Statutes, Farm and Forest Administrative Rules, "Exception Lands" Rules, and Transportation Planning Rules. The changes to the Multnomah County Code that are in this Ordinance adhere to those State requirements.
- h. The amendments to the code chapters add certain transportation facilities as allowed uses in exception zone districts, as uses allowed conditionally in Exclusive Farm Use districts, and amend definitions of transportation facilities for consistency. The proposed amendments would add transportation facilities and improvements that serve local needs or are part of the Multnomah County Functional Classification of Trafficways Plan as allowed uses in exception zone districts. Adding these transportation facilities to the list of allowed uses in exception zones recognizes that transportation facilities have been adopted as part of the County Trafficways Plan and thus have already gone through the Comprehensive Plan amendment public hearings. Additionally, the amendments include local access roads that provide for local travel needs, emergency access and support the rural land uses identified in the Comprehensive Plan. These roads by their very limited nature, as access to one or a few properties, serve local travel needs and provide properties with emergency access. Thus these transportation uses can be allowed outright without further review on a case by case basis.
- i. The amendments include changing signs from a review use to an allowed use, addition of signs as an allowed use in the Orient Commercial Industrial Zone District, and update of zoning districts to the sign code list of zones where signs are allowed.

Multnomah County Ordains as follows:

PART I – NONCONFORMING USES AND TRANSPORTATION

Section 1. §§ 33.0005, 34.0005, 35.0005 and 36.0005 are amended as follows:

* * *

Accessway – A private ~~street road~~ which is not a part of a lot or parcel and which provides access to more than one lot or parcel.

* * *

Driveway – See private driveway.

* * *

Non-Conforming Use – A legally established use, structure or physical improvement in existence at the time of enactment or amendment of the Zoning Code but not presently in compliance with the use regulations of the zoning district in which it is located. A use approved under criteria that have been modified or are no longer in effect is considered nonconforming.

* * *

Private Driveway – A private street means of access to a public road or private road which is part of and provides access only to one lot or parcel (~~See Flag Lot~~).

Private Road – A private accessway built on a separate lot from the lots it serves, connecting more than one property to the local public road system and each lot using the private road for access has an undivided interest in the private road.

Private Street – A ~~street which is either a private driveway or an accessway, which is under private ownership, and which passes through or alongside the full length or width of a separate lot or parcel, either existing or proposed~~ See private road.

* * *

Public Road – A road over which the public has a right of use that is a matter of public record. County roads, city streets, state highways, federal roads and local access roads are all public roads.

* * *

Road (County Road) – Every public way, thoroughfare, road, street or easement within the county used or intended for use by the general public for vehicular travel, but excluding private driveways A public road that is maintained by the County and has been designated as a county road under ORS 368.016.

Road - The entire right-of-way of any public or private way that provides ingress to, or egress from property by vehicles or other means, or provides travel between places by means of vehicles. "Road" includes, but is not limited to:

(a) Ways described as streets, highways, throughways, or alleys;

(b) Road-related structures, such as tunnels, culverts, or similar structures, that are in the right-of-way; and

(c) Structures such as bridges that provide for continuity of the right-of-way.

* * *

Street – A public way which provides vehicular and pedestrian access to adjacent properties. It shall include the terms Street, Road, Avenue, Boulevard, Lane, Place, and other such terms See road.

* * *

Section 2. §§ 33.7705, 34.7705, 35.7705, 36.7705, 38.0015, 38.7705, 11.15.0010 and 11.45.010 are amended as follows:

33.7705 Definitions

As used in this Chapter, unless the context requires otherwise: the following words and their derivations shall have the meanings provided below.

* * *

Private driveway means a private street means of access to a public road or private road which is a part of and provides access only to one lot or parcel.

Private Road means a private accessway built on a separate lot from the lots it serves, connecting more than one property to the local public road system and each lot using the private road for access has an undivided interest in the private road.

Private street means a street which is either a private driveway or an accessway, which is under private ownership and which passes through or alongside the full length or width of, a separate lot or parcel, either existing or proposed—See private road.

* * *

Public Road means a road over which the public has a right of use that is a matter of public record. County roads, city streets, state highways, federal roads and local access roads are all public roads.

Public street means a street dedicated for public use or proposed to be dedicated for public use in a land division—See public road.

* * *

Road means the entire right-of-way of any public or private way that provides ingress to, or egress from property by vehicles or other means, or provides travel between places by means of vehicles. "Road" includes, but is not limited to:

(a) Ways described as streets, highways, throughways, or alleys;

(b) Road-related structures, such as tunnels, culverts, or similar structures, that are in the right-of-way; and

(c) Structures such as bridges that provide for continuity of the right-of-way.

* * *

Street, as used in this land division section, means a public or private way that is created to provide access to one or more lots, parcels, areas or tracts of land, excluding a private way that is created to provide access to such land in conjunction with the use of such land for forestry, mining or agricultural purposes—See road.

* * *

34.7705 Definitions

As used in this Chapter, unless the context requires otherwise, the following words and their derivations shall have the meanings provided below.

* * *

Private driveway means a private street—means of access to a public road or private road which is a part of and provides access only to one lot or parcel.

Private Road means a private accessway built on a separate lot from the lots it serves, connecting more than one property to the local public road system and each lot using the private road for access has an undivided interest in the private road.

Private street means a street which is either a private driveway or an accessway, which is under private ownership and which passes through or alongside the full length or width of, a separate lot or parcel, either existing or proposed—See private road.

* * *

Public Road means a road over which the public has a right of use that is a matter of public record. County roads, city streets, state highways, federal roads and local access roads are all public roads.

Public street means a street dedicated for public use or proposed to be dedicated for public use in a land division—See public road.

* * *

Road means the entire right-of-way of any public or private way that provides ingress to, or egress from property by vehicles or other means, or provides travel between places by means of vehicles. "Road" includes, but is not limited to:

- (a) Ways described as streets, highways, throughways, or alleys;
- (b) Road-related structures, such as tunnels, culverts, or similar structures, that are in the right-of-way; and
- (c) Structures such as bridges that provide for continuity of the right-of-way.

* * *

Street, as used in this land division section, means a public or private way that is created to provide access to one or more lots, parcels, areas or tracts of land, excluding a private way that is created to provide access to such land in conjunction with the use of such land for forestry, mining or agricultural purposes—See road.

* * *

35.7705 Definitions

As used in this Chapter, unless the context requires otherwise, the following words and their derivations shall have the meanings provided below.

* * *

Private driveway means a private street means of access to a public road or private road which is a part of and provides access only to one lot or parcel.

Private Road means a private accessway built on a separate lot from the lots it serves, connecting more than one property to the local public road system and each lot using the private road for access has an undivided interest in the private road.

Private street means a street which is either a private driveway or an accessway, which is under private ownership and which passes through or alongside the full length or width of, a separate lot or parcel, either existing or proposed—See private road.

* * *

Public Road means a road over which the public has a right of use that is a matter of public record. County roads, city streets, state highways, federal roads and local access roads are all public roads.

Public street means a street dedicated for public use or proposed to be dedicated for public use in a land division—See public road.

* * *

Road means the entire right-of-way of any public or private way that provides ingress to, or egress from property by vehicles or other means, or provides travel between places by means of vehicles. "Road" includes, but is not limited to:

(a) Ways described as streets, highways, throughways, or alleys;

(b) Road-related structures, such as tunnels, culverts, or similar structures, that are in the right-of-way; and

(c) Structures such as bridges that provide for continuity of the right-of-way.

* * *

~~*Street*, as used in this land division section, means a public or private way that is created to provide access to one or more lots, parcels, areas or tracts of land, excluding a private way that is created to provide access to such land in conjunction with the use of such land for forestry, mining or agricultural purposes~~See road.

* * *

36.7705 Definitions.

As used in this Chapter, unless the context requires otherwise, the following words and their derivations shall have the meanings provided below.

* * *

Private driveway means a private ~~street~~ means of access to a public road or private road which is a part of and provides access only to one lot or parcel.

Private Road means a private accessway built on a separate lot from the lots it serves, connecting more than one property to the local public road system and each lot using the private road for access has an undivided interest in the private road.

Private street means a street which is either a private driveway or an accessway, which is under private ownership and which passes through or alongside the full length or width of, a separate lot or parcel, either existing or proposed. See private road.

* * *

Public Road means a road over which the public has a right of use that is a matter of public record. County roads, city streets, state highways, federal roads and local access roads are all public roads.

Public street means a street dedicated for public use or proposed to be dedicated for public use in a land division. See public road.

* * *

Road means the entire right-of-way of any public or private way that provides ingress to, or egress from property by vehicles or other means, or provides travel between places by means of vehicles. "Road" includes, but is not limited to:

(a) Ways described as streets, highways, throughways, or alleys;

(b) Road-related structures, such as tunnels, culverts, or similar structures, that are in the right-of-way; and

(c) Structures such as bridges that provide for continuity of the right-of-way.

* * *

~~Street, as used in this land division section, means a public or private way that is created to provide access to one or more lots, parcels, areas or tracts of land, excluding a private way that is created to provide access to such land in conjunction with the use of such land for forestry, mining or agricultural purposes~~See road.

* * *

38.0015 Definitions

As used in MCC Chapter 38, unless the context requires otherwise noted, the following words and their derivations shall have the following meanings provided below:

* * *

County Road: A public road that is maintained by the County and has been designated as a county road under ORS 368.016.

* * *

Driveway: See private driveway.

* * *

Private driveway: a private street which is a part of and provides access only to one lot or parcel.

* * *

Highway: Any road or highway designated as such by law or by the Oregon Transportation Commission; includes both primary and secondary state highways.

* * *

38.7705 Definitions

As used in this ~~sub~~Chapter, unless the context requires otherwise, the following words and their derivations shall have the meanings provided below.

Accessway means a private ~~street~~ road which is not a part of a lot or parcel and which provides access to more than one lot or parcel.

* * *

Private driveway means a private ~~street~~ means of access to a public road or private road which is a part of and provides access only to one lot or parcel.

Private Road means a private accessway built on a separate lot from the lots it serves, connecting more than one property to the local public road system and each lot using the private road for access has an undivided interest in the private road.

Private street means a street which is either a private driveway or an accessway, which is under private ownership and which passes through or alongside the full length or width of, a separate lot or parcel, either existing or proposed— See private road.

* * *

Public Road means a road over which the public has a right of use that is a matter of public record. County roads, city streets, state highways, federal roads and local access roads are all public roads.

~~Public street means a street dedicated for public use or proposed to be dedicated for public use in a land division—See public road.~~

* * *

Road means the entire right-of-way of any public or private way that provides ingress to, or egress from property by vehicles or other means, or provides travel between places by means of vehicles. "Road" includes, but is not limited to:

- (a) Ways described as streets, highways, throughways, or alleys;
- (b) Road-related structures, such as tunnels, culverts, or similar structures, that are in the right-of-way; and
- (c) Structures such as bridges that provide for continuity of the right-of-way.

* * *

~~Street means a public or private way that is created to provide access to one or more lots, parcels, areas or tracts of land, excluding a private way that is created to provide access to such land in conjunction with the use of such land for forestry, mining or agricultural purposes—See road.~~

* * *

11.15.0010 Definitions

* * *

Accessway

A private street road which is not a part of a lot or parcel and which provides access to more than one lot or parcel.

* * *

Driveway

See private driveway

* * *

Private Driveway

A private street means of access to a public road or private road which is part of and provides access only to one lot or parcel ~~(See Flag Lot).~~

Private Road

A private accessway built on a separate lot from the lots it serves, connecting more than one property to the local public road system and each lot using the private road for access has an undivided interest in the private road.

Private Street

~~A street which is either a private driveway or an accessway, which is under private ownership, and which passes through or alongside the full length or width of a separate lot or parcel, either existing or proposed. See private road.~~

* * *

Public Road

A road over which the public has a right of use that is a matter of public record. County roads, city streets, state highways, federal roads and local access roads are all public roads.

* * *

Road (County Road)

Every public way, thoroughfare, road, street or easement within the County used or intended for use by the general public for vehicular travel, but excluding private driveways. A public road that is maintained by the County and has been designated as a county road under ORS 368.016.

Road

The entire right-of-way of any public or private way that provides ingress to, or egress from property by vehicles or other means, or provides travel between places by means of vehicles. "Road" includes, but is not limited to:

- (a) Ways described as streets, highways, throughways, or alleys;
- (b) Road-related structures, such as tunnels, culverts, or similar structures, that are in the right-of-way; and
- (c) Structures such as bridges that provide for continuity of the right-of-way.

* * *

Street

A public way which provides vehicular and pedestrian access to adjacent properties. It shall include the terms Street, Road, Avenue, Boulevard, Lane, Place, and other such terms. See road.

* * *

11.45.010 Definitions

As used in this Chapter, unless the context requires otherwise, the following words and their derivations shall have the meanings provided below.

A. *Accessway* means a private street road which is not a part of a lot or parcel and which provides access to more than one lot or parcel.

* * *

Y. *Private driveway* means a private street means of access to a public road or private road which is a part of and provides access only to one lot or parcel. *[Renumbered 1994, Ord. 781 § II]*

Private Road means a private accessway built on a separate lot from the lots it serves, connecting more than one property to the local public road system and each lot using the private road for access has an undivided interest in the private road.

Z. *Private street* means a street which is either a private driveway or an accessway, which is under private ownership and which passes through or alongside the full length or width of a separate lot or parcel, either existing or proposed. See private road. [Renumbered 1994, Ord. 781 § II]

* * *

Public Road means a road over which the public has a right of use that is a matter of public record. County roads, city streets, state highways, federal roads and local access roads are all public roads.

CC *Public street* means a street dedicated for public use or proposed to be dedicated for public use in a land division. See public road. [Renumbered 1994, Ord. 781 § II]

* * *

Road means the entire right-of-way of any public or private way that provides ingress to, or

egress from property by vehicles or other means, or provides travel between places by means of vehicles. "Road" includes, but is not limited to:

- (a) Ways described as streets, highways, throughways, or alleys;
- (b) Road-related structures, such as tunnels, culverts, or similar structures, that are in the right-of-way; and
- (c) Structures such as bridges that provide for continuity of the right-of-way.

* * *

~~HH Street means a public or private way that is created to provide access to one or more lots, parcels, areas or tracts of land, excluding a private way that is created to provide access to such land in conjunction with the use of such land for forestry, mining or agricultural purposes. See road.~~
[Renumbered 1994, Ord. 781 § II]

* * *

Section 3. §§ 33.7200, 34.7200, 35.7200 and 36.7200 are amended as follows:

33.7200- NONCONFORMING USES

(A) The purpose of this section is to establish standards and procedures regulating the continuation, alteration, expansion, and replacement of nonconforming uses. The intent is to allow procedures for considering changes to nonconforming uses that do not increase the level of adverse impacts on the neighborhood, or changes required for the use to comply with State or County health or safety requirements.

(B) The Planning Director must consider the purpose of the current zoning provisions that cannot be satisfied when determining whether or not the alteration, expansion, or replacement of the nonconforming use will have a greater adverse impact on the neighborhood under MCC 33.7214(C).

(C) Nonconforming uses shall be allowed to continue without additional permission, except that such uses may be replaced, altered or expanded only as provided in MCC 33.7205-7209 or and 33.7210-7214 after verification under MCC 33.7204.

(D) If a nonconforming use is abandoned or discontinued for any reason for more than two years, it shall not be re-established unless the resumed use conforms with the requirements of this Zoning Code at the time of the proposed resumption.

(E) Notwithstanding any other provisions of this Code, a surface mining use shall not be deemed to be interrupted or abandoned for any period after July 1, 1972, provided:

- (1) The owner or operator was issued and continuously renewed a state or local surface mining permit, or received and maintained a State of Oregon exemption from surface mining regulation; and
- (2) The surface mining use was not inactive for a period of 12 consecutive years or more.
- (3) For purposes of this subsection, *inactive* means no aggregate materials were excavated, crushed, removed, stockpiled or sold by the owner or operator of the surface mine.

~~(EF)~~ A nonconforming use may be maintained with ordinary care.

~~(FG)~~ A change in ownership or occupancy of a nonconforming use is permitted.

(H) No application under this section is required for the alteration, expansion, or replacement of a lawfully established habitable dwelling when a governing zoning district regulates such alteration, expansion, or replacement and the proposed alteration, expansion, or replacement satisfies the dimensional requirements of the district.

34.7200- NONCONFORMING USES

(A) The purpose of this section is to establish standards and procedures regulating the continuation, alteration, expansion, and replacement of nonconforming uses. The intent is to allow procedures for considering changes to nonconforming uses that do not increase the level of adverse impacts on the neighborhood, or changes required for the use to comply with State or County health or safety requirements.

(B) The Planning Director must consider the purpose of the current zoning provisions that cannot be satisfied when determining whether or not the alteration, expansion, or replacement of the nonconforming use will have a greater adverse impact on the neighborhood under MCC 34.7214(C).

(C) Nonconforming uses shall be allowed to continue without additional permission, except that such uses may be replaced, altered or expanded only as provided in MCC 34.7205-7209 ~~or and~~ 34.7210-7214 after verification under MCC 34.7204.

~~(CD)~~ If a nonconforming use is abandoned or discontinued for any reason for more than two years, it shall not be re-established unless the resumed use conforms with the requirements of this Zoning Code at the time of the proposed resumption.

~~(DE)~~ Notwithstanding any other provisions of this Code, a surface mining use shall not be deemed to be interrupted or abandoned for any period after July 1, 1972, provided:

(1) The owner or operator was issued and continuously renewed a state or local surface mining permit, or received and maintained a State of Oregon exemption from surface mining regulation; and

(2) The surface mining use was not inactive for a period of 12 consecutive years or more.

(3) For purposes of this subsection, *inactive* means no aggregate materials were excavated, crushed, removed, stockpiled or sold by the owner or operator of the surface mine.

~~(EF)~~ A nonconforming use may be maintained with ordinary care.

~~(FG)~~ A change in ownership or occupancy of a nonconforming use is permitted.

(H) No application under this section is required for the alteration, expansion, or replacement of a lawfully established habitable dwelling when a governing zoning district regulates such alteration,

expansion, or replacement and the proposed alteration, expansion, or replacement satisfies the dimensional requirements of the district.

35.7200- NONCONFORMING USES

(A) The purpose of this section is to establish standards and procedures regulating the continuation, alteration, expansion, and replacement of nonconforming uses. The intent is to allow procedures for considering changes to nonconforming uses that do not increase the level of adverse impacts on the neighborhood, or changes required for the use to comply with State or County health or safety requirements.

(B) The Planning Director must consider the purpose of the current zoning provisions that cannot be satisfied when determining whether or not the alteration, expansion, or replacement of the nonconforming use will have a greater adverse impact on the neighborhood under MCC 35.7214(C).

(C) Nonconforming uses shall be allowed to continue without additional permission, except that such uses may be replaced, altered or expanded only as provided in MCC 35.7205-7209 and 35.7210-7214 after verification under MCC 35.7204.

(D) If a nonconforming use is abandoned or discontinued for any reason for more than two years, it shall not be re-established unless the resumed use conforms with the requirements of this Zoning Code at the time of the proposed resumption.

(E) Notwithstanding any other provisions of this Code, a surface mining use shall not be deemed to be interrupted or abandoned for any period after July 1, 1972, provided:

(1) The owner or operator was issued and continuously renewed a state or local surface mining permit, or received and maintained a State of Oregon exemption from surface mining regulation; and

(2) The surface mining use was not inactive for a period of 12 consecutive years or more.

(3) For purposes of this subsection, *inactive* means no aggregate materials were excavated, crushed, removed, stockpiled or sold by the owner or operator of the surface mine.

(F) A nonconforming use may be maintained with ordinary care.

(G) A change in ownership or occupancy of a nonconforming use is permitted.

(H) No application under this section is required for the alteration, expansion, or replacement of a lawfully established habitable dwelling when a governing zoning district regulates such alteration, expansion, or replacement and the proposed alteration, expansion, or replacement satisfies the dimensional requirements of the district.

36.7200- NONCONFORMING USES.

(A) The purpose of this section is to establish standards and procedures regulating the continuation, alteration, expansion, and replacement of nonconforming uses. The intent is to allow procedures for considering changes to nonconforming uses that do not increase the level of adverse impacts on the neighborhood, or changes required for the use to comply with State or County health or safety requirements.

(B) The Planning Director must consider the purpose of the current zoning provisions that cannot be satisfied when determining whether or not the alteration, expansion, or replacement of the nonconforming use will have a greater adverse impact on the neighborhood under MCC 36.7214(C).

(C) Nonconforming uses shall be allowed to continue without additional permission, except that such uses may be replaced, altered or expanded only as provided in MCC 36.7205-7209 or and 36.7210-7214 after verification under MCC 36.7204.

(D) If a nonconforming use is abandoned or discontinued for any reason for more than two years, it shall not be re-established unless the resumed use conforms with the requirements of this Zoning Code at the time of the proposed resumption.

(E) Notwithstanding any other provisions of this Code, a surface mining use shall not be deemed to be interrupted or abandoned for any period after July 1, 1972, provided:

(1) The owner or operator was issued and continuously renewed a state or local surface mining permit, or received and maintained a State of Oregon exemption from surface mining regulation; and

(2) The surface mining use was not inactive for a period of 12 consecutive years or more.

(3) For purposes of this subsection, inactive means no aggregate materials were excavated, crushed, removed, stockpiled or sold by the owner or operator of the surface mine.

(F) A nonconforming use may be maintained with ordinary care.

(G) A change in ownership or occupancy of a nonconforming use is permitted.

(H) No application under this section is required for the alteration, expansion, or replacement of a lawfully established habitable dwelling when a governing zoning district regulates such alteration, expansion, or replacement and the proposed alteration, expansion, or replacement satisfies the dimensional requirements of the district.

Section 4. § § 33.7215, 34.7215, 35.7215 and 36.7215 are renumbered and amended as follows and references in §§34.5710, 35.5710 and 36.5710 will be corrected:

33.7215-7204 Verification of Nonconforming Use Status

(A) The Planning Director shall verify the status of a nonconforming use upon application for a determination by an owner on application for any land use or other permit for the site, or on finding there is a need for a determination (e.g., on learning of a possible Code violation). The determination shall be based on findings that the use:

(1) Was legally established and operating at the time of enactment or amendment of this Zoning Code, and

(2) Has not been abandoned or interrupted for a continuous two year period.

(B) The Planning Director shall verify the status of a nonconforming use as being the nature and extent of the use at the time of adoption or amendment of the Zoning Code provision disallowing the use. When determining the nature and extent of a nonconforming use, the Planning Director shall consider:

(1) Description of the use;

(2) The types and quantities of goods or services provided and activities conducted;

(3) The scope of the use (volume, intensity, frequency, etc.), including fluctuations in the level of activity;

(4) The number, location and size of physical improvements associated with the use;

(5) The amount of land devoted to the use; and

(6) Other factors the Planning Director may determine appropriate to identify the nature and extent of the particular use.

(7) A reduction of scope or intensity of any part of the use as determined under ~~MCC 33.7215~~ this subsection (B) for a period of two years or more creates a presumption that there is no right to resume the use above the reduced level. Nonconforming use status is limited to the greatest level of use that has been consistently maintained since the use became nonconforming. The presumption may be rebutted by substantial evidentiary proof that the long-term fluctuations are inherent in the type of use being considered.

(C) In determining the status of a nonconforming use, the Planning Director shall determine that, at the time of enactment or amendment of the Zoning Code provision disallowing the use, the nature, scope and intensity of the use, as determined above, was established in compliance with all land use procedures, standards and criteria applicable at that time. A final and effective County decision allowing the use shall be accepted as a rebuttable presumption of such compliance.

(D) Except for nonconforming uses considered under ~~MCC 33.7210-7214~~ (B), the Planning Director may impose conditions to any verification of nonconforming use status to insure compliance with said verification.

~~(E) Any decision on verification of nonconforming use status shall be processed as a Type II permit as described in MCC Chapter 37.~~

~~(FE)~~ An applicant may prove the ~~existence~~, continuity, nature and extent of the nonconforming use only for the 10-year period immediately preceding the date of application. Evidence proving the ~~existence~~, continuity, nature and extent of the use for the 10-year period preceding application creates a rebuttable presumption that the use, as proven, ~~lawfully~~ existed at the time the applicable zoning ordinance or regulation was adopted and has continued uninterrupted until the date of application.

Evidence proving the continuity, nature and extent of the use for the 10-year period preceding application does not create a rebuttable presumption that the use lawfully existed at the time the applicable zoning ordinance or regulation was adopted.

(GF) For purposes of verifying a nonconforming use, the Planning Director shall not require an applicant for verification to prove the ~~existence~~, continuity, nature and extent of the use for a period exceeding 20 years immediately preceding the date of application. Evidence proving the continuity, nature and extent of the use for the 20-year period preceding application does not create a rebuttable presumption that the use lawfully existed at the time the applicable zoning ordinance or regulation was adopted.

34.7215-7204 Verification of Nonconforming Use Status

(A) The Planning Director shall verify the status of a nonconforming use upon application for a determination by an owner on application for any land use or other permit for the site, or on finding there is a need for a determination (e.g., on learning of a possible Code violation). The determination shall be based on findings that the use:

- (1) Was legally established and operating at the time of enactment or amendment of this Zoning Code, and
- (2) Has not been abandoned or interrupted for a continuous two year period.

(B) The Planning Director shall verify the status of a nonconforming use as being the nature and extent of the use at the time of adoption or amendment of the Zoning Code provision disallowing the use. When determining the nature and extent of a nonconforming use, the Planning Director shall consider:

- (1) Description of the use;
- (2) The types and quantities of goods or services provided and activities conducted;
- (3) The scope of the use (volume, intensity, frequency, etc.), including fluctuations in the level of activity;
- (4) The number, location and size of physical improvements associated with the use;
- (5) The amount of land devoted to the use; and
- (6) Other factors the Planning Director may determine appropriate to identify the nature and extent of the particular use.
- (7) A reduction of scope or intensity of any part of the use as determined under MCC 34.7215 this subsection (B) for a period of two years or more creates a presumption that there is no right to resume the use above the reduced level. Nonconforming use status is limited to the greatest level of use that has been consistently maintained since the use became nonconforming. The presumption may be rebutted by substantial evidentiary proof that the long-term fluctuations are inherent in the type of use being considered.

(C) In determining the status of a nonconforming use, the Planning Director shall determine that, at the time of enactment or amendment of the Zoning Code provision disallowing the use, the nature, scope and intensity of the use, as determined above, was established in compliance with all land use procedures, standards and criteria applicable at that time. A final and effective County decision allowing the use shall be accepted as a rebuttable presumption of such compliance.

(D) Except for nonconforming uses considered under MCC 34.7210-7214 (B), the Planning Director may impose conditions to any verification of nonconforming use status to insure compliance with said verification.

~~(E) Any decision on verification of nonconforming use status shall be processed as a Type II permit as described in MCC Chapter 37.~~

~~(F) An applicant may prove the existence, continuity, nature and extent of the nonconforming use only for the 10-year period immediately preceding the date of application. Evidence proving the existence, continuity, nature and extent of the use for the 10-year period preceding application creates a rebuttable presumption that the use, as proven, lawfully existed at the time the applicable zoning ordinance or regulation was adopted and has continued uninterrupted until the date of application. Evidence proving the continuity, nature and extent of the use for the 10-year period preceding application does not create a rebuttable presumption that the use lawfully existed at the time the applicable zoning ordinance or regulation was adopted.~~

~~(G) For purposes of verifying a nonconforming use, the Planning Director shall not require an applicant for verification to prove the existence, continuity, nature and extent of the use for a period exceeding 20 years immediately preceding the date of application. Evidence proving the continuity, nature and extent of the use for the 20-year period preceding application does not create a rebuttable presumption that the use lawfully existed at the time the applicable zoning ordinance or regulation was adopted.~~

35.7215-7204 Verification of Nonconforming Use Status

(A) The Planning Director shall verify the status of a nonconforming use upon application for a determination by an owner on application for any land use or other permit for the site, or on finding there is a need for a determination (e.g., on learning of a possible Code violation). The determination shall be based on findings that the use:

(1) Was legally established and operating at the time of enactment or amendment of this Zoning Code, and

(2) Has not been abandoned or interrupted for a continuous two year period.

(B) The Planning Director shall verify the status of a nonconforming use as being the nature and extent of the use at the time of adoption or amendment of the Zoning Code provision disallowing the use. When determining the nature and extent of a nonconforming use, the Planning Director shall consider:

(1) Description of the use;

- (2) The types and quantities of goods or services provided and activities conducted;
- (3) The scope of the use (volume, intensity, frequency, etc.), including fluctuations in the level of activity;
- (4) The number, location and size of physical improvements associated with the use;
- (5) The amount of land devoted to the use; and
- (6) Other factors the Planning Director may determine appropriate to identify the nature and extent of the particular use.
- (7) A reduction of scope or intensity of any part of the use as determined under ~~MCC 35.7215~~ this subsection (B) for a period of two years or more creates a presumption that there is no right to resume the use above the reduced level. Nonconforming use status is limited to the greatest level of use that has been consistently maintained since the use became nonconforming. The presumption may be rebutted by substantial evidentiary proof that the long-term fluctuations are inherent in the type of use being considered.

(C) In determining the status of a nonconforming use, the Planning Director shall determine that, at the time of enactment or amendment of the Zoning Code provision disallowing the use, the nature, scope and intensity of the use, as determined above, was established in compliance with all land use procedures, standards and criteria applicable at that time. A final and effective County decision allowing the use shall be accepted as a rebuttable presumption of such compliance.

(D) Except for nonconforming uses considered under ~~MCC 35.7210-7214~~ 7214 (B), the Planning Director may impose conditions to any verification of nonconforming use status to insure compliance with said verification.

~~(E) Any decision on verification of nonconforming use status shall be processed as a Type II permit as described in MCC Chapter 37.~~

~~(FE)~~ An applicant may prove the ~~existence~~, continuity, nature and extent of the nonconforming use only for the 10-year period immediately preceding the date of application. Evidence proving the ~~existence~~, continuity, nature and extent of the use for the 10-year period preceding application creates a rebuttable presumption that the use, as proven, lawfully existed at the time the applicable zoning ordinance or regulation was adopted and has continued uninterrupted until the date of application. Evidence proving the continuity, nature and extent of the use for the 10-year period preceding application does not create a rebuttable presumption that the use lawfully existed at the time the applicable zoning ordinance or regulation was adopted.

~~(GE)~~ For purposes of verifying a nonconforming use, the Planning Director shall not require an applicant for verification to prove the existence, continuity, nature and extent of the use for a period exceeding 20 years immediately preceding the date of application. Evidence proving the continuity, nature and extent of the use for the 20-year period preceding application does not create a rebuttable presumption that the use lawfully existed at the time the applicable zoning ordinance or regulation was adopted.

36.7215-7204 Verification of Nonconforming Use Status.

(A) The Planning Director shall verify the status of a nonconforming use upon application for a determination by an owner on application for any land use or other permit for the site, or on finding there is a need for a determination (e.g., on learning of a possible Code violation). The determination shall be based on findings that the use:

(1) Was legally established and operating at the time of enactment or amendment of this Zoning Code, and

(2) Has not been abandoned or interrupted for a continuous two year period.

(B) The Planning Director shall verify the status of a nonconforming use as being the nature and extent of the use at the time of adoption or amendment of the Zoning Code provision disallowing the use. When determining the nature and extent of a nonconforming use, the Planning Director shall consider:

(1) Description of the use;

(2) The types and quantities of goods or services provided and activities conducted;

(3) The scope of the use (volume, intensity, frequency, etc.), including fluctuations in the level of activity;

(4) The number, location and size of physical improvements associated with the use;

(5) The amount of land devoted to the use; and

(6) Other factors the Planning Director may determine appropriate to identify the nature and extent of the particular use.

(7) A reduction of scope or intensity of any part of the use as determined under ~~MCC 36.7215~~this subsection (B) for a period of two years or more creates a presumption that there is no right to resume the use above the reduced level. Nonconforming use status is limited to the greatest level of use that has been consistently maintained since the use became nonconforming. The presumption may be rebutted by substantial evidentiary proof that the long-term fluctuations are inherent in the type of use being considered.

(C) In determining the status of a nonconforming use, the Planning Director shall determine that, at the time of enactment or amendment of the Zoning Code provision disallowing the use, the nature, scope and intensity of the use, as determined above, was established in compliance with all land use procedures, standards and criteria applicable at that time. A final and effective County decision allowing the use shall be accepted as a rebuttable presumption of such compliance.

(D) Except for nonconforming uses considered under ~~MCC 36.7210-7214~~ (B), the Planning Director may impose conditions to any verification of nonconforming use status to insure compliance with said verification.

~~(E) Any decision on verification of nonconforming use status shall be processed as a Type II permit as described in MCC Chapter 37.~~

~~(FE) An applicant may prove the existence, continuity, nature and extent of the nonconforming use only for the 10-year period immediately preceding the date of application. Evidence proving the existence, continuity, nature and extent of the use for the 10-year period preceding application creates a rebuttable presumption that the use, as proven, lawfully existed at the time the applicable zoning ordinance or regulation was adopted and has continued uninterrupted until the date of application. Evidence proving the continuity, nature and extent of the use for the 10-year period preceding application does not create a rebuttable presumption that the use lawfully existed at the time the applicable zoning ordinance or regulation was adopted.~~

~~(GF) For purposes of verifying a nonconforming use, the Planning Director shall not require an applicant for verification to prove the existence, continuity, nature and extent of the use for a period exceeding 20 years immediately preceding the date of application. Evidence proving the continuity, nature and extent of the use for the 20-year period preceding application does not create a rebuttable presumption that the use lawfully existed at the time the applicable zoning ordinance or regulation was adopted.~~

33.5710 Exemptions

(A) The following activities are exempt from the requirements of MCC 33.5700 through 33.5745 and 33.6500 through 33.6535. Operators or land owners have the burden of qualifying for any exemption.

(1) Mining on forest lands auxiliary to forestry operations occurring in compliance with the Forest Practices Act as administered by the Oregon Department of Forestry.

(2) Lawful mining operating under a DOGAMI "Grant of Total Exemption" on December 3, 1994 on property owned or controlled by the operator. Abandonment, restoration, or alteration of this use shall be in compliance with the non-conforming use provisions of MCC 33.7200 through ~~33.7215~~33.7214.

* * *

34.5710 Exemptions

(A) The following activities are exempt from the requirements of MCC 34.5700 through 34.5745 and 34.6500 through 34.6534. Operators or land owners have the burden of qualifying for any exemption.

(1) Mining on forest lands auxiliary to forestry operations occurring in compliance with the Forest Practices Act as administered by the Oregon Department of Forestry.

(2) Lawful mining operating under a DOGAMI "Grant of Total Exemption" on December 3, 1994 on property owned or controlled by the operator. Abandonment, restoration, or alteration of this use shall be in compliance with the non-conforming use provisions of MCC 34.7200 through ~~34.7215~~34.7214.

* * *

35.5710 Exemptions

(A) The following activities are exempt from the requirements of MCC 35.5700 through 35.5745 and 35.6500 through 35.6535. Operators or land owners have the burden of qualifying for any exemption.

(1) Mining on forest lands auxiliary to forestry operations occurring in compliance with the Forest Practices Act as administered by the Oregon Department of Forestry.

(2) Lawful mining operating under a DOGAMI "Grant of Total Exemption" on December 3, 1994 on property owned or controlled by the operator. Abandonment, restoration, or alteration of this use shall be in compliance with the non-conforming use provisions of MCC 35.7200 through ~~35.7215~~35.7214.

* * *

36.5710 Exemptions.

(A) The following activities are exempt from the requirements of MCC 36.5700 through 36.5745 and 36.6500 through 36.6536. Operators or land owners have the burden of qualifying for any exemption.

(1) Mining on forest lands auxiliary to forestry operations occurring in compliance with the Forest Practices Act as administered by the Oregon Department of Forestry.

(2) Lawful mining operating under a DOGAMI "Grant of Total Exemption" on December 3, 1994 on property owned or controlled by the operator. Abandonment, restoration, or alteration of this use shall be in compliance with the non-conforming use provisions of MCC 36.7200 through ~~36.7215~~36.7214.

* * *

Section 5. § § 33.7205, 34.7205, 35.7205 and 36.7205 are renumbered and amended as follows:

33.7205-7209 Restoration or Replacement Due to Fire, other Casualty or Natural Disaster

~~(A)~~ After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC ~~33.7215~~33.7204, the Planning Director may authorize restoration or replacement of that nonconforming use based on findings that:

~~(1A)~~ The restoration or replacement is made necessary by fire, other casualty or natural disaster, and

~~(2B)~~ The application for restoration or replacement must be ~~commenced~~ submitted within one year from the date of occurrence of the fire, casualty or natural disaster.

~~(B)~~ ~~Any decision on restoration or replacement of a nonconforming use due to fire, other casualty or natural disaster shall be processed as a Type II permit as described in MCC Chapter 37.~~

34.7205-7209 Restoration or Replacement Due to Fire, other Casualty or Natural Disaster

(A) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 34.72157204, the Planning Director may authorize restoration or replacement of that nonconforming use based on findings that:

(1A) The restoration or replacement is made necessary by fire, other casualty or natural disaster, and

(2B) The application for restoration or replacement must be ~~commenced~~ submitted within one year from the date of occurrence of the fire, casualty or natural disaster.

~~(B) Any decision on restoration or replacement of a nonconforming use due to fire, other casualty or natural disaster shall be processed as a Type II permit as described in MCC Chapter 37.~~

35.7205-7209 Restoration or Replacement Due to Fire, other Casualty or Natural Disaster

(A) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 35.72157204, the Planning Director may authorize restoration or replacement of that nonconforming use based on findings that:

(1A) The restoration or replacement is made necessary by fire, other casualty or natural disaster, and

(2B) The application for restoration or replacement must be ~~commenced~~ submitted within one year from the date of occurrence of the fire, casualty or natural disaster.

~~(B) Any decision on restoration or replacement of a nonconforming use due to fire, other casualty or natural disaster shall be processed as a Type II permit as described in MCC Chapter 37.~~

36.7205-7209 Restoration or Replacement Due to Fire, other Casualty or Natural Disaster.

(A) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 36.72157204, the Planning Director may authorize restoration or replacement of that nonconforming use based on findings that:

(1A) The restoration or replacement is made necessary by fire, other casualty or natural disaster, and

(2B) The application for restoration or replacement must be ~~commenced~~ submitted within one year from the date of occurrence of the fire, casualty or natural disaster.

~~(B) Any decision on restoration or replacement of a nonconforming use due to fire, other casualty or natural disaster shall be processed as a Type II permit as described in MCC Chapter 37.~~

Section 6. § § 33.7210, 34.7210, 35.7210 and 36.7210 are renumbered and amended as follows:

33.7210-7214 Alteration, Expansion or Replacement of Nonconforming Uses

(A) Alteration, expansion or replacement of a nonconforming use includes a change in the use, structure, or physical improvement of no greater adverse impact on the neighborhood, or alterations, expansions or replacements required for the use to comply with State or County health or safety requirements.

(B) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 33.72157204, the Planning Director shall authorize alteration of a nonconforming use when it is demonstrated that:

- (1) The alteration, expansion or replacement is necessary to comply with state or local health or safety requirements, or
- (2) The alteration is necessary to maintain in good repair the existing structures associated with the nonconformity.

(C) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 33.72157204, the Planning Director may authorize alteration, expansion or replacement of any nonconforming use when it is found that such alteration, expansion or replacement will not result in a greater adverse impact on the neighborhood. In making this finding, the Planning Director shall consider ~~all of the criteria factors~~ listed below. Adverse impacts to one of the ~~criteria factors~~ may, but shall not automatically, constitute greater adverse impact on the neighborhood.

* * *

34.7210-7214 Alteration, Expansion or Replacement of Nonconforming Uses

(A) Alteration, expansion or replacement of a nonconforming use includes a change in the use, structure, or physical improvement of no greater adverse impact on the neighborhood, or alterations, expansions or replacements required for the use to comply with State or County health or safety requirements.

(B) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 34.72157204, the Planning Director shall authorize alteration of a nonconforming use when it is demonstrated that:

- (1) The alteration, expansion or replacement is necessary to comply with state or local health or safety requirements, or
- (2) The alteration is necessary to maintain in good repair the existing structures associated with the nonconformity.

(C) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 34.72157204, the Planning Director may authorize alteration, expansion or replacement of any nonconforming use when it is found that such alteration, expansion or replacement will not result in a greater adverse impact on the neighborhood. In making this finding, the Planning Director shall

consider ~~all of the criteria factors~~ listed below. Adverse impacts to one of the ~~criteria factors~~ may, but shall not automatically, constitute greater adverse impact on the neighborhood.

* * *

35.~~7210-7214~~ Alteration, Expansion or Replacement of Nonconforming Uses

(A) Alteration, expansion or replacement of a nonconforming use includes a change in the use, structure, or physical improvement of no greater adverse impact on the neighborhood, or alterations, expansions or replacements required for the use to comply with State or County health or safety requirements.

(B) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 35.~~7215~~7204, the Planning Director shall authorize alteration of a nonconforming use when it is demonstrated that:

(1) The alteration, expansion or replacement is necessary to comply with state or local health or safety requirements, or

(2) The alteration is necessary to maintain in good repair the existing structures associated with the nonconformity.

(C) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 35.~~7215~~7204, the Planning Director may authorize alteration, expansion or replacement of any nonconforming use when it is found that such alteration, expansion or replacement will not result in a greater adverse impact on the neighborhood. In making this finding, the Planning Director shall consider ~~all of the criteria factors~~ listed below. Adverse impacts to one of the ~~criteria factors~~ may, but shall not automatically, constitute greater adverse impact on the neighborhood.

* * *

36.~~7210-7214~~ Alteration, Expansion or Replacement of Nonconforming Uses.

(A) Alteration, expansion or replacement of a nonconforming use includes a change in the use, structure, or physical improvement of no greater adverse impact on the neighborhood, or alterations, expansions or replacements required for the use to comply with State or County health or safety requirements.

(B) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 36.~~7215~~7204, the Planning Director shall authorize alteration of a nonconforming use when it is demonstrated that:

(1) The alteration, expansion or replacement is necessary to comply with state or local health or safety requirements, or

(2) The alteration is necessary to maintain in good repair the existing structures associated with the nonconformity.

(C) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 36.72157204, the Planning Director may authorize alteration, expansion or replacement of any nonconforming use when it is found that such alteration, expansion or replacement will not result in a greater adverse impact on the neighborhood. In making this finding, the Planning Director shall consider ~~all of the criteria factors~~ listed below. Adverse impacts to one of the ~~criteria factors~~ may, but shall not automatically, constitute greater adverse impact on the neighborhood.

* * *

Section 7. § § 33.4105, 34.4105, 35.4105 and 36.4105, General Provisions, are amended as follows:

In the event of the erection of a new building or an addition to an existing building, or any change in the use of an existing building, structure or land which results in an intensified use by customers, occupants, employees or other persons, off-street parking and loading shall be provided according to the requirements of this Section. For nonconforming uses, the objectives of this section shall be evaluated under the criteria for the Alteration, Modification, and Expansion of Nonconforming Uses.

Section 8. §§ 33.2630, 35.2630 and 36.2630 are amended as follows:

33.2630 Conditional Uses

The following uses may be permitted when approved by the Hearings Officer pursuant to the provisions of MCC 33.6300 to 33.6335:

(A) Commercial activities that are in conjunction with a farm use, except for facilities for processing crops that meet the standards for crop source, building size, and other applicable siting standards pursuant to 33.2625(NM).

* * *

(P) Construction of additional passing and travel lanes requiring the acquisition of right of way but not resulting in the creation of new land parcels.

(Q) Park and ride lots.

(R) Realignment of roads, subject to the following limitations and the approval criteria in MCC 33.6315 and MCC 33.6340:

(1) "Realignment" means rebuilding an existing roadway on a new alignment where the new centerline shifts outside the existing right of way, and where the existing road surface is either removed, maintained as an access road or maintained as a connection between the realigned roadway and a road that intersects the original alignment.

(2) The realignment shall maintain the function of the existing road segment being re-aligned as specified in the acknowledged comprehensive plan.

(S) New access roads and collectors where the function of the road is to reduce local access to or local traffic on a state highway, subject to the following limitations and the approval criteria in MCC 33.6315 and MCC 33.6340:

(1) The roads shall be limited to two travel lanes.

(2) Private access and intersections shall be limited to rural needs or to provide adequate emergency access.

(T) Transportation facilities, services and improvements that serve local travel needs, and which:

(1) Are not otherwise listed as a use in this EFU district or in OAR 660-012-0065 "Transportation Improvements on Rural Lands;" and

(2) Satisfy the approval criteria in MCC 33.6315 and MCC 33.6340:

35.2630 Conditional Uses

The following uses may be permitted when approved by the Hearings Officer pursuant to the provisions of MCC 35.6300 to 35.6335:

(A) Commercial activities that are in conjunction with a farm use, except for facilities for processing crops that meet the standards for crop source, building size, and other applicable siting standards pursuant to 35.2625(EN).

* * *

(P) Construction of additional passing and travel lanes requiring the acquisition of right of way but not resulting in the creation of new land parcels.

(Q) Park and ride lots.

(R) Realignment of roads, subject to the following limitations and the approval criteria in MCC 35.6315 and MCC 35.6340:

(1) "Realignment" means rebuilding an existing roadway on a new alignment where the new centerline shifts outside the existing right of way, and where the existing road surface is either removed, maintained as an access road or maintained as a connection between the realigned roadway and a road that intersects the original alignment.

(2) The realignment shall maintain the function of the existing road segment being re-aligned as specified in the acknowledged comprehensive plan.

(S) New access roads and collectors where the function of the road is to reduce local access to or local traffic on a state highway, subject to the following limitations and the approval criteria in MCC 35.6315 and MCC 35.6340:

(1) The roads shall be limited to two travel lanes.

(2) Private access and intersections shall be limited to rural needs or to provide adequate

emergency access.

(T) Transportation facilities, services and improvements that serve local travel needs, and which:

(1) Are not otherwise listed as a use in this EFU district or in OAR 660-012-0065 "Transportation Improvements on Rural Lands;" and

(2) Satisfy the approval criteria in MCC 35.6315 and MCC 35.6340:

36.2630 Conditional Uses

The following uses may be permitted when found by the approval authority to satisfy the applicable provisions in MCC 36.6300 to 36.6335 or the criteria listed for the use:

(A) Commercial activities that are in conjunction with a farm use, except for facilities for processing crops that meet the standards for crop source, building size, and other applicable siting standards pursuant to 36.2625(NM) above. Uses under this provision shall be subject to the approval criteria in MCC 36.6315(1) through (7).

* * *

(L) Construction of additional passing and travel lanes requiring the acquisition of right of way but not resulting in the creation of new land parcels.

(M) Park and ride lots.

(N) Realignment of roads, subject to the following limitations and the approval criteria in MCC 36.6315 and MCC 36.6340:

(1) "Realignment" means rebuilding an existing roadway on a new alignment where the new centerline shifts outside the existing right of way, and where the existing road surface is either removed, maintained as an access road or maintained as a connection between the realigned roadway and a road that intersects the original alignment.

(2) The realignment shall maintain the function of the existing road segment being re-aligned as specified in the acknowledged comprehensive plan.

(O) New access roads and collectors where the function of the road is to reduce local access to or local traffic on a state highway, subject to the following limitations and the approval criteria in MCC 36.6315 and MCC 36.6340:

(1) The roads shall be limited to two travel lanes.

(2) Private access and intersections shall be limited to rural needs or to provide adequate emergency access.

(P) Transportation facilities, services and improvements that serve local travel needs, and which:

(1) Are not otherwise listed as a use in this EFU district or in OAR 660-012-0065 "Transportation Improvements on Rural Lands;" and

(2) Satisfy the approval criteria in MCC 36.6315 and MCC 36.6340:

Section 9. §§ 33.6340, 35.6340 and 36.6340 are added as follows:

33.6340 Additional Approval Criteria For Certain Transportation Uses In The Exclusive Farm Use Zoning District

For the transportation uses listed in MCC 33.2630(R), (S), and (T), the Hearing Authority shall find that Multnomah County has:

(A) Identified reasonable build alternatives, such as alternative alignments, that are safe and can be constructed at a reasonable cost, not considering raw land costs, with available technology. The County need not consider alternatives that are inconsistent with applicable standards or not approved by a registered professional engineer.

(B) Assessed the effects of the identified alternatives on farm and forest practices, considering impacts to farm and forest lands, structures and facilities, considering the effects of traffic on the movement of farm and forest vehicles and equipment and considering the effects of access to parcels created on farm and forest lands.

(C) Selected from the identified alternatives, the one, or combination of identified alternatives that has the least impact on lands in the immediate vicinity devoted to farm or forest use.

35.6340 Additional Approval Criteria For Certain Transportation Uses In The Exclusive Farm Use Zoning District

For the transportation uses listed in MCC 35.2630(R), (S), and (T), the Hearing Authority shall find that Multnomah County has:

(A) Identified reasonable build alternatives, such as alternative alignments, that are safe and can be constructed at a reasonable cost, not considering raw land costs, with available technology. The County need not consider alternatives that are inconsistent with applicable standards or not approved by a registered professional engineer.

(B) Assessed the effects of the identified alternatives on farm and forest practices, considering impacts to farm and forest lands, structures and facilities, considering the effects of traffic on the movement of farm and forest vehicles and equipment and considering the effects of access to parcels created on farm and forest lands.

(C) Selected from the identified alternatives, the one, or combination of identified alternatives that has the least impact on lands in the immediate vicinity devoted to farm or forest use.

36.6340 Additional Approval Criteria For Certain Transportation Uses In The Exclusive Farm Use Zoning District

For the transportation uses listed in MCC 36.2630(N), (O), and (P), the Hearing Authority shall find that Multnomah County has:

(A) Identified reasonable build alternatives, such as alternative alignments, that are safe and can be constructed at a reasonable cost, not considering raw land costs, with available technology. The County need not consider alternatives that are inconsistent with applicable standards or not approved by a registered professional engineer.

(B) Assessed the effects of the identified alternatives on farm and forest practices, considering impacts to farm and forest lands, structures and facilities, considering the effects of traffic on the movement of farm and forest vehicles and equipment and considering the effects of access to parcels created on farm and forest lands.

(C) Selected from the identified alternatives, the one, or combination of identified alternatives that has the least impact on lands in the immediate vicinity devoted to farm or forest use.

PART II – SIGNS

Section 10. §§ 33.2825, 33.2025, 33.2225, 33.2425, 33.2625, 33.3125, 33.3325, 34.2625, 34.2825, 34.3125, 34.3525, 35.2025, 35.2225, 35.2625, 35.2825, 35.3125, 35.3325, 36.2025, 36.2625, 36.2825, 36.3125, 36.3325 and 36.3425 are amended as follows and references to those sections in §§ 33.2630, 34.2630, 35.2045, 35.2630 and 36.2630 will be corrected:

33.2825 Review Uses

* * *

~~(D)~~ Signs, pursuant to the provisions of MCC 33.7400 through 33.7505.

~~(E)~~ Off-street parking and loading.

~~(F)~~ Property Line Adjustment pursuant to the provisions of MCC 33.2860.

~~(G)~~ Placement of structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

~~(H)~~ Lots of Exception pursuant to the provisions of MCC 33.2860.

(~~HI~~) Wireless communication facilities that employ concealment technology or co-location as described in MCC 33.6177(B) pursuant to the applicable approval criteria of MCC 33.6175 through 33.6188.

(~~JI~~) Consolidation of Parcels and Lots pursuant to MCC 33.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 33.7797.

(~~KI~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 33.2820 Allowed Uses.

33.2025 Review Uses

* * *

(~~F~~) Signs, pursuant to the provisions of MCC 33.7400 through 33.7505.

(~~GF~~) Off-street parking and loading as required by MCC 33.4100 through 33.4220.

(~~HG~~) Lot Line Adjustment pursuant to all applicable approval criteria, including but not limited to the provisions of MCC 33.2070.

(~~HI~~) Placement of structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~JI~~) Wireless communications facilities that employ concealment technology or co-location as described in MCC 33.6177(B) pursuant to the applicable approval criteria of MCC 33.6175 through 33.6188.

(~~KI~~) Lots of Exception pursuant to all applicable approval criteria, including but not limited to MCC 33.2065, 33.2073 and 33.7700 et seq.

(~~LK~~) Consolidation of Parcels and Lots pursuant to MCC 33.7794.

(~~MI~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 33.2020 Allowed Uses.

33.2225 Review Uses

* * *

(~~F~~) Signs, pursuant to the provisions of MCC 33.7400 through 33.7505.

(~~GF~~) Off-street parking and loading as required by MCC 33.4100 through 33.4220.

(~~H~~G) Lot Line Adjustment pursuant to all applicable approval criteria, including but not limited to the provisions of MCC 33.2270.

(~~H~~I) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~J~~I) Wireless communications facilities that employ concealment technology or co-location as described in MCC 33.6177(B) pursuant to the applicable approval criteria of MCC 33.6175 through 33.6188.

(~~K~~J) Lots of Exception pursuant to all applicable approval criteria, including but not limited to MCC 33.2265, 33.2273 and 33.7700 et seq.

(~~L~~K) Consolidation of Parcels and Lots pursuant to MCC 33.7794.

(~~M~~L) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 33.2220 Allowed Uses.

33.2425 Review Uses

* * *

(~~F~~) Signs, pursuant to the provisions of MCC 33.7400 through 33.7505.

(~~G~~F) Off-street parking and loading as required by MCC 33.4100 through 33.4220.

(~~H~~G) Lot Line Adjustment pursuant to all applicable approval criteria, including but not limited to the provisions of MCC 33.2470.

(~~H~~I) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~J~~I) Wireless communications facilities that employ concealment technology or co-location as described in MCC 33.6177(B) pursuant to the applicable approval criteria of MCC 33.6175 through 33.6188.

(~~K~~J) Lots of Exception pursuant to all applicable approval criteria, including but not limited to MCC 33.2465, 33.2473 and 33.7700 et seq.

~~(LK)~~ Consolidation of Parcels and Lots pursuant to MCC 33.7794.

~~(ML)~~ Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 33.2420 Allowed Uses.

33.2625 Review Uses

* * *

~~(J)~~ Signs, pursuant to the provisions of MCC 33.7400 through 33.7505.

~~(KJ)~~ Off-street parking and loading pursuant to MCC 33.4100 through 33.4215.

~~(LK)~~ Lot Line Adjustment pursuant to the provisions of MCC 33.2670.

~~(ML)~~ Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

~~(NM)~~ A facility for the processing of farm crops, or the production of biofuel as defined in ORS 215, that is located on a farm operation that provides at least one-quarter of the farm crops processed at the facility. The building established for the processing facility shall not exceed 10,000 square feet of floor area exclusive of the floor area designated for preparation, storage or other farm use or devote more than 10,000 square feet to the processing activities within another building supporting farm uses. A processing facility shall comply with the requirements of MCC 33.4100 through MCC 33.4215 (off-street parking), MCC 33.2660(C), (D) & (E) (yards), and MCC 33.7450 (signs).

~~(ON)~~ Parking of no more than seven log trucks shall be allowed in an exclusive farm use zone notwithstanding any other provision of law except for health and safety provisions, unless the log truck parking will:

(1) Force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; or

(2) Significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use.

~~(PO)~~ Consolidation of Parcels and Lots pursuant to MCC 33.7794.

~~(QP)~~ Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 33.2620, Allowed Uses.

33.3125 Review Uses

* * *

~~(D) Signs, pursuant to the provisions of MCC 33.7400 through 33.7505.~~

~~(ED)~~ Off-street parking and loading.

~~(FE)~~ Property Line Adjustment pursuant to the provisions of MCC 33.3160.

~~(GF)~~ Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

~~(HG)~~ Lots of Exception pursuant to the provisions of MCC 33.3160.

~~(IH)~~ Wireless communication facilities that employ concealment technology or co-location as described in MCC 33.6177(B) pursuant to the applicable approval criteria of MCC 33.6175 through 33.6188.

~~(JI)~~ Consolidation of Parcels and Lots pursuant to MCC 33.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 33.7797.

~~(KJ)~~ Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 33.3120 Allowed Uses.

33.3325 Review Uses

* * *

~~(D) Signs pursuant to the provisions of MCC 33.7400 through 33.7505;~~

~~(ED)~~ Off-street parking and loading;

~~(FE)~~ Property Line Adjustment pursuant to the provisions of MCC 33.3360.

~~(GF)~~ Placement of structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

~~(HG)~~ Lots of Exception pursuant to the provisions of MCC 33.3360.

(~~I~~H) Wireless communication facilities that employ concealment technology or co-location as described in MCC 33.6177(B) pursuant to the applicable approval criteria of MCC 33.6175 through 33.6188.

(~~J~~I) Consolidation of Parcels and Lots pursuant to MCC 33.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 33.7797.

(~~K~~J) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 33.3320 Allowed Uses.

34.2625 Review Uses

* * *

(~~J~~) Signs, pursuant to the provisions of MCC 34.7400 through 34.7505.

(~~K~~J) Off-street parking and loading pursuant to MCC 34.4100 through 34.4215.

(~~L~~K) Lot Line Adjustment pursuant to the provisions of MCC 34.2670.

(~~M~~L) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~N~~M) A facility for the processing of farm crops, or the production of biofuel as defined in ORS 215, that is located on a farm operation that provides at least one-quarter of the farm crops processed at the facility. The building established for the processing facility shall not exceed 10,000 square feet of floor area exclusive of the floor area designated for preparation, storage or other farm use or devote more than 10,000 square feet to the processing activities within another building supporting farm uses. A processing facility shall comply with the requirements of MCC 34.4100 through MCC 34.4215 (off-street parking), MCC 34.2660(C), (D) & (E) (yards), and MCC 34.7450 (signs).

(~~O~~N) Parking of no more than seven log trucks shall be allowed in an exclusive farm use zone notwithstanding any other provision of law except for health and safety provisions, unless the log truck parking will:

(1) Force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; or

(2) Significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use.

(~~P~~O) Consolidation of Parcels and Lots pursuant to MCC 34.7794.

(QP) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 34.2620, Allowed Uses.

34.2825 Review Uses

* * *

~~(D) Signs, pursuant to the provisions of MCC 34.7400 through 34.7505.~~

(ED) Off-street parking and loading.

(FE) Property Line Adjustment pursuant to the provisions of MCC 34.2860.

(GF) Placement of structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(HG) Lots of Exception pursuant to the provisions of MCC 34.2860.

(HH) Wireless communication facilities that employ concealment technology or co-location as described in MCC 34.6177(B) pursuant to the applicable approval criteria of MCC 34.6175 through 34.6188.

(JI) Consolidation of Parcels and Lots pursuant to MCC 34.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 34.7797.

~~(KJ) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 34.2820 Allowed Uses.~~

34.3125 Review Uses

* * *

~~(D) Signs, pursuant to the provisions of MCC 34.7400 through 34.7505.~~

(ED) Off-street parking and loading.

(FE) Property Line Adjustment pursuant to the provisions of MCC 34.3160.

(GF) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be

submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~HG~~) Lots of Exception pursuant to the provisions of MCC 34.3160.

(~~HH~~) Wireless communication facilities that employ concealment technology or co-location as described in MCC 34.6177(B) pursuant to the applicable approval criteria of MCC 34.6175 through 34.6188.

(~~JI~~) Consolidation of Parcels and Lots pursuant to MCC 34.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 34.7797.

(~~KJ~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 34.3120 Allowed Uses.

34.3325 Review Uses

* * *

(~~D~~) Signs pursuant to the provisions of MCC 34.7400 through 34.7505;

(~~ED~~) Off-street parking and loading;

(~~FE~~) Property Line Adjustment pursuant to the provisions of MCC 34.3360.

(~~GF~~) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~HG~~) Lots of Exception pursuant to the provisions of MCC 34.3360.

(~~HH~~) Wireless communication facilities that employ concealment technology or co-location as described in MCC 34.6177(B) pursuant to the applicable approval criteria of MCC 34.6175 through 34.6188.

(~~JI~~) Consolidation of Parcels and Lots pursuant to MCC 34.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 34.7797.

(~~KJ~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 34.3320 Allowed Uses.

35.2025 Review Uses

* * *

~~(E) Signs, pursuant to the provisions of MCC 35.7400 through 35.7505.~~

~~(FE)~~ Off-street parking and loading as required by MCC 35.4100 through 35.4220.

~~(GE)~~ Lot Line Adjustment pursuant to all applicable approval criteria, including but not limited to the provisions of MCC 35.2070.

~~(HG)~~ Placement of structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

~~(HH)~~ Wireless communications facilities that employ concealment technology or co-location as described in MCC 35.6177(B) pursuant to the applicable approval criteria of MCC 35.6175 through 35.6188.

~~(JI)~~ Consolidation of Parcels and Lots pursuant to MCC 35.7794.

~~(KJ)~~ Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 35.2020 Allowed Uses.

35.2225 Review Uses

* * *

~~(E) Signs, pursuant to the provisions of MCC 35.7400 through 35.7505.~~

~~(GE)~~ Off-street parking and loading as required by MCC 35.4100 through 35.4220.

~~(HG)~~ Lot Line Adjustment pursuant to all applicable approval criteria, including but not limited to the provisions of MCC 35.2270.

~~(HH)~~ Placement of structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

~~(JI)~~ Wireless communications facilities that employ concealment technology or co-location as described in MCC 35.6177(B) pursuant to the applicable approval criteria of MCC 35.6175 through 35.6188.

~~(KJ)~~ Lots of Exception pursuant to all applicable approval criteria, including but not limited to MCC 35.2265, 35.2273 and 35.7700 et seq.

~~(LK)~~ Consolidation of Parcels and Lots pursuant to MCC 35.7794.

~~(ML)~~ Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 35.2220 Allowed Uses.

35.2625 Review Uses

* * *

~~(J)~~ Signs, pursuant to the provisions of MCC 35.7400 through 35.7505.

~~(KJ)~~ Off-street parking and loading pursuant to MCC 35.4100 through 35.4215.

~~(LK)~~ Lot Line Adjustment pursuant to the provisions of MCC 35.2670.

~~(ML)~~ Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

~~(NM)~~ A facility for the processing of farm crops, or the production of biofuel as defined in ORS 215, that is located on a farm operation that provides at least one-quarter of the farm crops processed at the facility. The building established for the processing facility shall not exceed 10,000 square feet of floor area exclusive of the floor area designated for preparation, storage or other farm use or devote more than 10,000 square feet to the processing activities within another building supporting farm uses. A processing facility shall comply with the requirements of MCC 35.4100 through MCC 35.4215 (off-street parking), MCC 35.2660(C), (D) & (E) (yards), and MCC 35.7450 (signs).

~~(ON)~~ Parking of no more than seven log trucks shall be allowed in an exclusive farm use zone notwithstanding any other provision of law except for health and safety provisions, unless the log truck parking will:

(1) Force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; or

(2) Significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use.

~~(PO)~~ Consolidation of Parcels and Lots pursuant to MCC 35.7794.

~~(QP)~~ Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 35.2620, Allowed Uses.

35.2825 Review Uses

* * *

~~(D) Signs, pursuant to the provisions of MCC 35.7400 through 35.7505.~~

~~(ED)~~ Off-street parking and loading.

~~(FE)~~ Property Line Adjustment pursuant to the provisions of MCC 35.2860.

~~(GE)~~ Placement of structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

~~(HG)~~ Lots of Exception pursuant to the provisions of MCC 35.2860.

~~(IH)~~ Wireless communication facilities that employ concealment technology or co-location as described in MCC 35.6177(B) pursuant to the applicable approval criteria of MCC 35.6175 through 35.6188.

~~(JI)~~ Consolidation of Parcels and Lots pursuant to MCC 35.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 35.7797.

~~(KJ)~~ Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 35.2820 Allowed Uses.

35.3125 Review Uses

* * *

~~(D) Signs, pursuant to the provisions of MCC 35.7400 through 35.7505.~~

~~(ED)~~ Off-street parking and loading.

~~(FE)~~ Property Line Adjustment pursuant to the provisions of MCC 35.3160.

~~(GE)~~ Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

~~(HG)~~ Lots of Exception pursuant to the provisions of MCC 35.3160.

(~~H~~) Wireless communication facilities that employ concealment technology or co-location as described in MCC 35.6177(B) pursuant to the applicable approval criteria of MCC 35.6175 through 35.6188.

(~~J~~) Consolidation of Parcels and Lots pursuant to MCC 35.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 35.7797.

(~~K~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 35.3120 Allowed Uses.

35.3325 Review Uses

* * *

(~~D~~) Signs pursuant to the provisions of MCC 35.7400 through 35.7505;

(~~E~~) Off-street parking and loading;

(~~F~~) Property Line Adjustment pursuant to the provisions of MCC 35.3360.

(~~G~~) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~H~~) Lots of Exception pursuant to the provisions of MCC 35.3360.

(~~I~~) Wireless communication facilities that employ concealment technology or co-location as described in MCC 35.6177(B) pursuant to the applicable approval criteria of MCC 35.6175 through 35.6188.

(~~J~~) Consolidation of Parcels and Lots pursuant to MCC 35.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 35.7797.

(~~K~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 35.3320 Allowed Uses.

36.2025 Review Uses.

* * *

(~~F~~) Signs, pursuant to the provisions of MCC 36.7400 through 36.7505.

(~~G~~) Off-street parking and loading as required by MCC 36.4100 through 36.4215.

(~~HG~~) Lot Line Adjustment pursuant to all applicable approval criteria, including but not limited to the provisions of MCC 36.2070.

(~~HI~~) Placement of structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~JI~~) Wireless communications facilities that employ concealment technology or co-location as described in MCC 35.6177(B) pursuant to the applicable approval criteria of MCC 36.6175 through 36.6188.

(~~KJ~~) Lots of Exception pursuant to all applicable approval criteria, including but not limited to MCC 36.2065, 36.2073 and 36.7700 et seq.

(~~LK~~) Consolidation of Parcels and Lots pursuant to MCC 36.7794.

(~~ML~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 36.2020 Allowed Uses.

36.2625 Review Uses.

* * *

(~~J~~) Signs, pursuant to the provisions of MCC 36.7400 through 36.7505.

(~~KJ~~) Off-street parking and loading pursuant to MCC 36.4100 through 36.4215.

(~~LK~~) Lot Line Adjustment pursuant to the provisions of MCC 36.2670.

(~~ML~~) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~NM~~) A facility for the processing of farm crops, or the production of biofuel as defined in ORS 215, that is located on a farm operation that provides at least one-quarter of the farm crops processed at the facility. The building established for the processing facility shall not exceed 10,000 square feet of floor area exclusive of the floor area designated for preparation, storage or other farm use or devote more than 10,000 square feet to the processing activities within another building supporting farm uses. A processing facility shall comply with all applicable siting standards but the standards shall not be applied in a manner that prohibits the siting of the processing facility. The siting standards are

the requirements of MCC 36.4100 through MCC 36.4215 (off-street parking), MCC 36.2660(C), (D) & (E) (yards), and MCC 36.7450 (signs).

(ON) One manufactured dwelling in conjunction with an existing dwelling as a temporary use for the term of a hardship suffered by the existing resident or a relative of the resident. A manufactured dwelling allowed under this provision is a temporary use for the term of the hardship suffered by the existing resident or relative as defined in ORS Chapter 215. The manufactured dwelling shall use the same subsurface sewage disposal system used by the existing dwelling, if that disposal system is adequate to accommodate the additional dwelling. If the manufactured home will use a public sanitary sewer system, such condition will not be required. The Planning Director shall review the permit authorizing such manufactured homes every two years. Within three months of the end of the hardship, the Planning Director shall require the removal of such manufactured homes. A temporary residence approved under this section is not eligible for replacement under MCC 36.2620(J), (L), and (M). Oregon Department of Environmental Quality review and removal requirements also apply. As used in this subsection "hardship" means a medical hardship or hardship for the care of an aged or infirm person or persons.

(1) The health hardship will not:

- (a) Force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; or
- (b) Significantly increase the cost of accepted farm or forest practices on lands devoted to farm or forest use.

(PO) Parking of no more than seven log trucks shall be allowed in an exclusive farm use zone notwithstanding any other provision of law except for health and safety provisions, unless the log truck parking will:

- (1) Force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest; or
- (2) Significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use.

(QP) State or regional trail for which a master plan that is consistent with OAR Division 34 State and Local Park Planning has been adopted into the comprehensive plan. Development of the trail and accessory facilities shall be subject to the provisions for Design Review in 36.7000 through 36.7060, and any other applicable zoning code requirements; and

- (1) Accessory facilities including but not limited to parking areas, may only be allowed in the EFU zone if there is no alternative location in another zone and;
- (2) Accessory facilities which must be located in the EFU zone, shall be of a size and scale that is consistent with the rural character of the area.

(RQ) Consolidation of Parcels and Lots pursuant to MCC 36.7794.

(~~SR~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 36.2620, Allowed Uses.

36.2825 Review Uses.

* * *

(~~C~~) Signs, pursuant to the provisions of MCC 36.7400 through 36.7505.

(~~DC~~) Property Line Adjustment pursuant to the provisions of MCC 36.2860.

(~~ED~~) Placement of structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~FE~~) Wireless communications facilities that employ concealment technology or co-location as described in MCC 36.6177(B) pursuant to the applicable approval criteria of MCC 36.6175 through 36.6188.

(~~GF~~) State or regional trail for which a master plan that is consistent with OAR Division 34 State and Local Park Planning has been adopted into the comprehensive plan. Development of the trail and accessory facilities shall be subject to the provisions for Design Review in 36.7000 through 36.7060, and any other applicable zoning code requirements. Accessory facilities shall be of a size and scale that is consistent with the rural character of the area.

(~~HG~~) Lots of Exception pursuant to the provisions of MCC 36.2860.

(~~HI~~) Consolidation of Parcels and Lots pursuant to MCC 36.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 36.7797.

(~~J~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 36.2820 Allowed Uses.

36.3125 Review Uses.

* * *

(~~C~~) Signs, pursuant to the provisions of MCC 36.7400 through 36.7505.

(~~DC~~) Property Line Adjustment pursuant to the provisions of MCC 36.3160.

(~~ED~~) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent

structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~FE~~) Wireless communications facilities that employ concealment technology or co-location as described in MCC 36.6177(B) pursuant to the applicable approval criteria of MCC 36.6175 through 36.6188.

(~~GF~~) State or regional trail for which a master plan that is consistent with OAR Division 34 State and Local Park Planning has been adopted into the comprehensive plan. Development of the trail and accessory facilities shall be subject to the provisions for Design Review in 36.7000 through 36.7060, and any other applicable zoning code requirements. Accessory facilities shall be of a size and scale that is consistent with the rural character of the area.

(~~HG~~) Lots of Exception pursuant to the provisions of MCC 36.3160.

(~~IH~~) Consolidation of Parcels and Lots pursuant to MCC 36.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 36.7797.

(~~JI~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 36.3120 Allowed Uses.

36.3325 Review Uses.

* * *

(~~D~~) ~~Signs pursuant to the provisions of MCC 36.7400 through 36.7505;~~

(~~ED~~) Off-street parking and loading;

(~~FE~~) Property Line Adjustment pursuant to the provisions of MCC 36.3360.

(~~GF~~) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~HG~~) Lots of Exception pursuant to the provisions of MCC 36.3360.

(~~IH~~) Wireless communications facilities that employ concealment technology or co-location as described in MCC 36.6177(B) pursuant to the applicable approval criteria of MCC 36.6175 through 36.6188.

(~~JI~~) Consolidation of Parcels and Lots pursuant to MCC 36.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 36.7797.

(~~KJ~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 36.2820 Allowed Uses.

36.3425 Review Uses.

* * *

(~~B~~) Signs pursuant to the provisions of MCC 36.7400 through 36.7505;

(~~E~~) Property Line Adjustment pursuant to the provisions of MCC 36.3460.

(~~D~~) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~E~~) Type B home occupation as provided for in MCC 36.6650 through 36.6660.

(~~F~~) Wireless communications facilities that employ concealment technology or co-location as described in MCC 36.6177(B) pursuant to the applicable approval criteria of MCC 36.6175 through 36.6188.

(~~G~~) Temporary uses when approved pursuant to MCC 36.0510 and 36.0515.

(~~H~~) Lots of Exception pursuant to the provisions of MCC 36.3460.

(~~H~~) Consolidation of Parcels and Lots pursuant to MCC 36.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 36.7797.

(~~J~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 36.3420 Allowed Uses.

34.2630 Conditional Uses

The following uses may be permitted when approved by the Hearings Officer pursuant to the provisions of MCC 34.6300 to 34.6335:

(A) Commercial activities that are in conjunction with a farm use, except for facilities for processing crops that meet the standards for crop source, building size, and other applicable siting standards pursuant to 34.2625(~~NM~~).

* * *

35.2045 Use Compatibility Standards

Specified uses of MCC 35.2025 (C), and (D) and (E) and MCC 35.2030 (A), (B) and (C) may be allowed upon a finding that:

* * *

Section 11. §§ 33.2820, 33.2020, 33.2220, 33.2420, 33.2620, 33.3120, 33.3320, 34.2620, 34.2820, 34.3120, 34.3320, 35.2020, 35.2220, 35.2620, 35.2820, 35.3120, 35.3320, 36.2020, 36.2620, 36.2820, 36.3120, 36.3320, 36.3420, 36.3520 and 36.7450 are amended as follows:

33.2820 Allowed Uses

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

33.2020 Allowed Uses

* * *

(V) Signs, as provided in this chapter.

33.2220 Allowed Uses

* * *

(V) Signs, as provided in this chapter.

33.2420 Allowed Uses

* * *

(V) Signs, as provided in this chapter.

33.2620 Allowed Uses

* * *

(AA) Signs, as provided in this chapter.

33.3120 Allowed Uses

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

33.3320 Allowed Uses

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

34.2620 Allowed Uses

* * *

(AA) Signs, as provided in this chapter.

34.2820 Allowed Uses

* * *

(I) Transportation facilities and improvements that serve local ~~and farm-to-market travel~~ needs or are part of the adopted Multnomah County Functional Classification of Trafficways ~~map and plan~~, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

(J) Signs, as provided in this chapter.

34.3120 Allowed Uses

* * *

(I) Transportation facilities and improvements that serve local ~~and farm-to-market travel~~ needs or are part of the adopted Multnomah County Functional Classification of Trafficways ~~map and plan~~, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

(J) Signs, as provided in this chapter.

34.3320 Allowed Uses

* * *

(J) Signs, as provided in this chapter.

35.2020 Allowed Uses

* * *

(V) Signs, as provided in this chapter.

35.2220 Allowed Uses

* * *

(V) Signs, as provided in this chapter.

35.2620 Allowed Uses

* * *

(AA) Signs, as provided in this chapter.

35.2820 Allowed Uses

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

35.3120 Allowed Uses

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

35.3320 Allowed Uses

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

36.2020 Allowed Uses.

* * *

(W) Signs, as provided in this chapter.

36.2620 Allowed Uses.

* * *

(AA) Signs, as provided in this chapter.

36.2820 Allowed Uses.

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

36.3120 Allowed Uses.

* * *

(J) Signs, as provided in this chapter.

(K) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

36.3320 Allowed Uses

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

36.3420 Allowed Uses.

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

36.3520 Allowed Uses.

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

36.7450 Signs Generally in the EFU, CFU, MUA-20, RR, PH-RC, OCL, and OR Zones.

For all uses and sites in the above listed zones, the following types, numbers, sizes and features of signs are allowed. All allowed signs must also be in conformance with the sign development regulations of MCC 36.7460 through 36.7500.

* * *

Section 12. The amendments to Chapter 38 Columbia River Gorge National Scenic Area shall be effective upon notification of approval by the Columbia River Gorge Commission and, if necessary, concurrence by the Secretary of Agriculture.

FIRST READING:

January 22, 2009

SECOND READING AND ADOPTION:

January 29, 2009

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Sandra N. Duffy, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Department of Community Services

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 1128

Amending the Multnomah County Code Chapters 33-36, 38, 11.15 and 11.45 Relating to Nonconforming Uses, Transportation and Signs

(Language ~~stricken~~ is deleted; double underlined language is new.)

The Multnomah County Board of Commissioners Finds:

- a. Periodically there is a need to review and update the County Land Use Planning Code (Zoning Code) provisions due to changing circumstances and for general housekeeping. Such an update of the Zoning Code has become necessary for some selected technical corrections, clarifications, consistency and additional uses. This agenda item includes three Planning Commission housekeeping amendments, PC-08-002: *Reorganize and Update the Non-Conforming Use Sections*; PC-08-004: *Amend Zoning Codes Transportation Facilities Definitions, Adding Transportation Facilities as a Use and Adding Certain Transportation Facilities as Conditional Uses*; and PC-08-011: *Amendments to Zoning Codes Sections Related to Signs*.
- b. The Planning Commission is authorized by Multnomah County Code Chapter subsections 33.0140, 34.0140, 35.0140, 36.0140, 38.0530(D) 37.0710, and by ORS 215.110 to recommend to the Board of County Commissioners the adoption of Ordinances to implement the Multnomah County Comprehensive Plan.
- c. A public hearing was held for PC-08-002 on October 6, 2008 and for PC-08-004 and PC-08-011 on November 3, 2008 before the Planning Commission for the proposed amendments where all interested persons were given an opportunity to appear and be heard. Notice of the Planning Commission hearing was published in the "Oregonian" newspaper and on the County Land Use Planning Program website.
- d. As stated in Planning Commission Resolutions for each of these cases the Planning Commission has found that the proposed amendments and additions to Multnomah County Code Chapters 33, 34, 35, 36, 11.15 and 11.45 in this Ordinance are needed and recommends approval.
- e. No regulations are being proposed that further restrict the use of property thus no mailed notice to individual property owners is required ("Ballot Measure 56" notice). Notice of the Planning Commission hearing and the Board of County Commissioners were published in the "Oregonian" newspaper and on the County Land Use Planning Program's web site.
- f. The proposed amendments will ensure the provisions of the non-conforming use section will flow logically by placing the verification section before the alteration, modification, and

expansion section, modify the definition of non-conforming use, and clarify the applicability of off-street parking codes to alterations of non-conforming uses in each chapter.

- g. Under the State of Oregon land use planning program, land uses listed in County Zoning Codes, including transportation projects, are subject to the restrictions and standards of Statutes, Farm and Forest Administrative Rules, "Exception Lands" Rules, and Transportation Planning Rules. The changes to the Multnomah County Code that are in this Ordinance adhere to those State requirements.
- h. The amendments to the code chapters add certain transportation facilities as allowed uses in exception zone districts, as uses allowed conditionally in Exclusive Farm Use districts, and amend definitions of transportation facilities for consistency. The proposed amendments would add transportation facilities and improvements that serve local needs or are part of the Multnomah County Functional Classification of Trafficways Plan as allowed uses in exception zone districts. Adding these transportation facilities to the list of allowed uses in exception zones recognizes that transportation facilities have been adopted as part of the County Trafficways Plan and thus have already gone through the Comprehensive Plan amendment public hearings. Additionally, the amendments include local access roads that provide for local travel needs, emergency access and support the rural land uses identified in the Comprehensive Plan. These roads by their very limited nature, as access to one or a few properties, serve local travel needs and provide properties with emergency access. Thus these transportation uses can be allowed outright without further review on a case by case basis.
- i. The amendments include changing signs from a review use to an allowed use, addition of signs as an allowed use in the Orient Commercial Industrial Zone District, and update of zoning districts to the sign code list of zones where signs are allowed.

Multnomah County Ordains as follows:

PART I – NONCONFORMING USES AND TRANSPORTATION

Section 1. §§ 33.0005, 34.0005, 35.0005 and 36.0005 are amended as follows:

* * *

Accessway – A private ~~street road~~ which is not a part of a lot or parcel and which provides access to more than one lot or parcel.

* * *

Driveway – See private driveway.

* * *

Non-Conforming Use – A legally established use, structure or physical improvement in existence at the time of enactment or amendment of the Zoning Code but not presently in compliance with the use regulations of the zoning district in which it is located. A use approved under criteria that have been modified or are no longer in effect is considered nonconforming.

* * *

Private Driveway – A private street means of access to a public road or private road which is part of and provides access only to one lot or parcel (See Flag Lot).

Private Road – A private accessway built on a separate lot from the lots it serves, connecting more than one property to the local public road system and each lot using the private road for access has an undivided interest in the private road.

Private Street – A street which is either a private driveway or an accessway, which is under private ownership, and which passes through or alongside the full length or width of a separate lot or parcel, either existing or proposed See private road.

* * *

Public Road – A road over which the public has a right of use that is a matter of public record. County roads, city streets, state highways, federal roads and local access roads are all public roads.

* * *

Road (County Road) – Every public way, thoroughfare, road, street or easement within the county used or intended for use by the general public for vehicular travel, but excluding private driveways A public road that is maintained by the County and has been designated as a county road under ORS 368.016.

Road - The entire right-of-way of any public or private way that provides ingress to, or egress from property by vehicles or other means, or provides travel between places by means of vehicles. "Road" includes, but is not limited to:

(a) Ways described as streets, highways, thoroughways, or alleys;

(b) Road-related structures, such as tunnels, culverts, or similar structures, that are in the right-of-way; and

(c) Structures such as bridges that provide for continuity of the right-of-way.

* * *

Street – A public way which provides vehicular and pedestrian access to adjacent properties. It shall include the terms Street, Road, Avenue, Boulevard, Lane, Place, and other such terms See road.

* * *

Section 2. §§ 33.7705, 34.7705, 35.7705, 36.7705, 38.0015, 38.7705, 11.15.0010 and 11.45.010 are amended as follows:

33.7705 Definitions

As used in this Chapter, unless the context requires otherwise, the following words and their derivations shall have the meanings provided below.

* * *

Private driveway means a private street means of access to a public road or private road which is a part of and provides access only to one lot or parcel.

Private Road means a private accessway built on a separate lot from the lots it serves, connecting more than one property to the local public road system and each lot using the private road for access has an undivided interest in the private road.

Private street means a street which is either a private driveway or an accessway, which is under private ownership and which passes through or alongside the full length or width of, a separate lot or parcel, either existing or proposed—See private road.

* * *

Public Road means a road over which the public has a right of use that is a matter of public record. County roads, city streets, state highways, federal roads and local access roads are all public roads.

Public street means a street dedicated for public use or proposed to be dedicated for public use in a land division—See public road.

* * *

Road means the entire right-of-way of any public or private way that provides ingress to, or egress from property by vehicles or other means, or provides travel between places by means of vehicles. "Road" includes, but is not limited to:

(a) Ways described as streets, highways, throughways, or alleys;

(b) Road-related structures, such as tunnels, culverts, or similar structures, that are in the right-of-way; and

(c) Structures such as bridges that provide for continuity of the right-of-way.

* * *

Street, as used in this land division section, means a public or private way that is created to provide access to one or more lots, parcels, areas or tracts of land, excluding a private way that is created to provide access to such land in conjunction with the use of such land for forestry, mining or agricultural purposes. See road.

* * *

34.7705 Definitions

As used in this Chapter, unless the context requires otherwise, the following words and their derivations shall have the meanings provided below.

* * *

Private driveway means a private street means of access to a public road or private road which is a part of and provides access only to one lot or parcel.

Private Road means a private accessway built on a separate lot from the lots it serves, connecting more than one property to the local public road system and each lot using the private road for access has an undivided interest in the private road.

Private street means a street which is either a private driveway or an accessway, which is under private ownership and which passes through or alongside the full length or width of, a separate lot or parcel, either existing or proposed—See private road.

* * *

Public Road means a road over which the public has a right of use that is a matter of public record. County roads, city streets, state highways, federal roads and local access roads are all public roads.

Public street means a street dedicated for public use or proposed to be dedicated for public use in a land division—See public road.

* * *

Road means the entire right-of-way of any public or private way that provides ingress to, or egress from property by vehicles or other means, or provides travel between places by means of vehicles. "Road" includes, but is not limited to:

(a) Ways described as streets, highways, throughways, or alleys;

(b) Road-related structures, such as tunnels, culverts, or similar structures, that are in the right-of-way; and

(c) Structures such as bridges that provide for continuity of the right-of-way.

* * *

Street, as used in this land division section, means a public or private way that is created to provide access to one or more lots, parcels, areas or tracts of land, excluding a private way that is created to provide access to such land in conjunction with the use of such land for forestry, mining or agricultural purposes—See road.

* * *

35.7705 Definitions

As used in this Chapter, unless the context requires otherwise, the following words and their derivations shall have the meanings provided below.

* * *

Private driveway means a private street means of access to a public road or private road which is a part of and provides access only to one lot or parcel.

Private Road means a private accessway built on a separate lot from the lots it serves, connecting more than one property to the local public road system and each lot using the private road for access has an undivided interest in the private road.

Private street means a street which is either a private driveway or an accessway, which is under private ownership and which passes through or alongside the full length or width of, a separate lot or parcel, either existing or proposed—See private road.

* * *

Public Road means a road over which the public has a right of use that is a matter of public record. County roads, city streets, state highways, federal roads and local access roads are all public roads.

Public street means a street dedicated for public use or proposed to be dedicated for public use in a land division—See public road.

* * *

Road means the entire right-of-way of any public or private way that provides ingress to, or egress from property by vehicles or other means, or provides travel between places by means of vehicles. "Road" includes, but is not limited to:

(a) Ways described as streets, highways, throughways, or alleys;

(b) Road-related structures, such as tunnels, culverts, or similar structures, that are in the right-of-way; and

(c) Structures such as bridges that provide for continuity of the right-of-way.

* * *

Street, as used in this land division section, means a public or private way that is created to provide access to one or more lots, parcels, areas or tracts of land, excluding a private way that is created to provide access to such land in conjunction with the use of such land for forestry, mining or agricultural purposes. See road.

* * *

36.7705 Definitions.

As used in this Chapter, unless the context requires otherwise, the following words and their derivations shall have the meanings provided below.

* * *

Private driveway means a private ~~street~~ means of access to a public road or private road which is a part of and provides access only to one lot or parcel.

Private Road means a private accessway built on a separate lot from the lots it serves, connecting more than one property to the local public road system and each lot using the private road for access has an undivided interest in the private road.

Private street means a street which is either a private driveway or an accessway, which is under private ownership and which passes through or alongside the full length or width of, a separate lot or parcel, either existing or proposed. See private road.

* * *

Public Road means a road over which the public has a right of use that is a matter of public record. County roads, city streets, state highways, federal roads and local access roads are all public roads.

Public street means a street dedicated for public use or proposed to be dedicated for public use in a land division. See public road.

* * *

Road means the entire right-of-way of any public or private way that provides ingress to, or egress from property by vehicles or other means, or provides travel between places by means of vehicles. "Road" includes, but is not limited to:

(a) Ways described as streets, highways, throughways, or alleys;

(b) Road-related structures, such as tunnels, culverts, or similar structures, that are in the right-of-way; and

(c) Structures such as bridges that provide for continuity of the right-of-way.

* * *

~~Street, as used in this land division section, means a public or private way that is created to provide access to one or more lots, parcels, areas or tracts of land, excluding a private way that is created to provide access to such land in conjunction with the use of such land for forestry, mining or agricultural purposes. See road.~~

* * *

38.0015 Definitions

As used in MCC Chapter 38, unless the context requires otherwise noted, the following words and their derivations shall have the following meanings provided below:

* * *

County Road: A public road that is maintained by the County and has been designated as a county road under ORS 368.016.

* * *

Driveway: See private driveway.

* * *

Private driveway: a private street which is a part of and provides access only to one lot or parcel.

* * *

Highway: Any road or highway designated as such by law or by the Oregon Transportation Commission; includes both primary and secondary state highways.

* * *

38.7705 Definitions

As used in this ~~sub~~Chapter, unless the context requires otherwise, the following words and their derivations shall have the meanings provided below.

Accessway means a private ~~street road~~ which is not a part of a lot or parcel and which provides access to more than one lot or parcel.

* * *

Private driveway means a private ~~street~~ means of access to a public road or private road which is a part of and provides access only to one lot or parcel.

Private Road means a private accessway built on a separate lot from the lots it serves, connecting more than one property to the local public road system and each lot using the private road for access has an undivided interest in the private road.

Private street means a street which is either a private driveway or an accessway, which is under private ownership and which passes through or alongside the full length or width of, a separate lot or parcel, either existing or proposed. See private road.

* * *

Public Road means a road over which the public has a right of use that is a matter of public record. County roads, city streets, state highways, federal roads and local access roads are all public roads.

~~Public street means a street dedicated for public use or proposed to be dedicated for public use in a land division—See public road.~~

* * *

Road means the entire right-of-way of any public or private way that provides ingress to, or egress from property by vehicles or other means, or provides travel between places by means of vehicles. "Road" includes, but is not limited to:

(a) Ways described as streets, highways, thoroughways, or alleys;

(b) Road-related structures, such as tunnels, culverts, or similar structures, that are in the right-of-way; and

(c) Structures such as bridges that provide for continuity of the right-of-way.

* * *

~~Street means a public or private way that is created to provide access to one or more lots, parcels, areas or tracts of land, excluding a private way that is created to provide access to such land in conjunction with the use of such land for forestry, mining or agricultural purposes—See road.~~

* * *

11.15.0010 Definitions

* * *

Accessway

A private street road which is not a part of a lot or parcel and which provides access to more than one lot or parcel.

* * *

Driveway

See private driveway

* * *

Private Driveway

A private street means of access to a public road or private road which is part of and provides access only to one lot or parcel ~~(See Flag Lot).~~

Private Road

A private accessway built on a separate lot from the lots it serves, connecting more than one property to the local public road system and each lot using the private road for access has an undivided interest in the private road.

Private Street

~~A street which is either a private driveway or an accessway, which is under private ownership, and which passes through or alongside the full length or width of a separate lot or parcel, either existing or proposed. See private road.~~

* * *

Public Road

A road over which the public has a right of use that is a matter of public record. County roads, city streets, state highways, federal roads and local access roads are all public roads.

* * *

Road (County Road)

Every public way, thoroughfare, road, street or easement within the County used or intended for use by the general public for vehicular travel, but excluding private driveways. A public road that is maintained by the County and has been designated as a county road under ORS 368.016.

Road

The entire right-of-way of any public or private way that provides ingress to, or egress from property by vehicles or other means, or provides travel between places by means of vehicles. "Road" includes, but is not limited to:

- (a) Ways described as streets, highways, throughways, or alleys;
- (b) Road-related structures, such as tunnels, culverts, or similar structures, that are in the right-of-way; and
- (c) Structures such as bridges that provide for continuity of the right-of-way.

* * *

Street

A public way which provides vehicular and pedestrian access to adjacent properties. It shall include the terms Street, Road, Avenue, Boulevard, Lane, Place, and other such terms. See road.

* * *

11.45.010 Definitions

As used in this Chapter, unless the context requires otherwise, the following words and their derivations shall have the meanings provided below.

A. Accessway means a private street-road which is not a part of a lot or parcel and which provides access to more than one lot or parcel.

* * *

Y. Private driveway means a private street-means of access to a public road or private road which is a part of and provides access only to one lot or parcel. [Renumbered 1994, Ord. 781 § II]

Private Road means a private accessway built on a separate lot from the lots it serves, connecting more than one property to the local public road system and each lot using the private road for access has an undivided interest in the private road.

Z. Private street means a street which is either a private driveway or an accessway, which is under private ownership and which passes through or alongside the full length or width of a separate lot or parcel, either existing or proposed—See private road. [Renumbered 1994, Ord. 781 § II]

* * *

Public Road means a road over which the public has a right of use that is a matter of public record. County roads, city streets, state highways, federal roads and local access roads are all public roads.

CC Public street means a street dedicated for public use or proposed to be dedicated for public use in a land division. See public road. [Renumbered 1994, Ord. 781 § II]

* * *

Road means the entire right-of-way of any public or private way that provides ingress to, or

egress from property by vehicles or other means, or provides travel between places by means of vehicles. "Road" includes, but is not limited to:

- (a) Ways described as streets, highways, throughways, or alleys;
- (b) Road-related structures, such as tunnels, culverts, or similar structures, that are in the right-of-way; and
- (c) Structures such as bridges that provide for continuity of the right-of-way.

* * *

~~HH Street means a public or private way that is created to provide access to one or more lots, parcels, areas or tracts of land, excluding a private way that is created to provide access to such land in conjunction with the use of such land for forestry, mining or agricultural purposes. See road.~~
~~[Renumbered 1994, Ord. 781 § II]~~

* * *

Section 3. §§ 33.7200, 34.7200, 35.7200 and 36.7200 are amended as follows:

33.7200- NONCONFORMING USES

(A) The purpose of this section is to establish standards and procedures regulating the continuation, alteration, expansion, and replacement of nonconforming uses. The intent is to allow procedures for considering changes to nonconforming uses that do not increase the level of adverse impacts on the neighborhood, or changes required for the use to comply with State or County health or safety requirements.

(B) The Planning Director must consider the purpose of the current zoning provisions that cannot be satisfied when determining whether or not the alteration, expansion, or replacement of the nonconforming use will have a greater adverse impact on the neighborhood under MCC 33.7214(C).

(C) Nonconforming uses shall be allowed to continue without additional permission, except that such uses may be replaced, altered or expanded only as provided in MCC 33.7205-7209 ~~or and~~ 33.7210-7214 after verification under MCC 33.7204.

~~(D)~~ If a nonconforming use is abandoned or discontinued for any reason for more than two years, it shall not be re-established unless the resumed use conforms with the requirements of this Zoning Code at the time of the proposed resumption.

~~(D)~~ Notwithstanding any other provisions of this Code, a surface mining use shall not be deemed to be interrupted or abandoned for any period after July 1, 1972, provided:

- (1) The owner or operator was issued and continuously renewed a state or local surface mining permit, or received and maintained a State of Oregon exemption from surface mining regulation; and
- (2) The surface mining use was not inactive for a period of 12 consecutive years or more.
- (3) For purposes of this subsection, *inactive* means no aggregate materials were excavated, crushed, removed, stockpiled or sold by the owner or operator of the surface mine.

~~(EF)~~ A nonconforming use may be maintained with ordinary care.

~~(FG)~~ A change in ownership or occupancy of a nonconforming use is permitted.

(H) No application under this section is required for the alteration, expansion, or replacement of a lawfully established habitable dwelling when a governing zoning district regulates such alteration, expansion, or replacement and the proposed alteration, expansion, or replacement satisfies the dimensional requirements of the district.

34.7200- NONCONFORMING USES

(A) The purpose of this section is to establish standards and procedures regulating the continuation, alteration, expansion, and replacement of nonconforming uses. The intent is to allow procedures for considering changes to nonconforming uses that do not increase the level of adverse impacts on the neighborhood, or changes required for the use to comply with State or County health or safety requirements.

(B) The Planning Director must consider the purpose of the current zoning provisions that cannot be satisfied when determining whether or not the alteration, expansion, or replacement of the nonconforming use will have a greater adverse impact on the neighborhood under MCC 34.7214(C).

(C) Nonconforming uses shall be allowed to continue without additional permission, except that such uses may be replaced, altered or expanded only as provided in MCC 34.7205-7209 or and 34.7210-7214 after verification under MCC 34.7204.

~~(ED)~~ If a nonconforming use is abandoned or discontinued for any reason for more than two years, it shall not be re-established unless the resumed use conforms with the requirements of this Zoning Code at the time of the proposed resumption.

~~(DE)~~ Notwithstanding any other provisions of this Code, a surface mining use shall not be deemed to be interrupted or abandoned for any period after July 1, 1972, provided:

(1) The owner or operator was issued and continuously renewed a state or local surface mining permit, or received and maintained a State of Oregon exemption from surface mining regulation; and

(2) The surface mining use was not inactive for a period of 12 consecutive years or more.

(3) For purposes of this subsection, *inactive* means no aggregate materials were excavated, crushed, removed, stockpiled or sold by the owner or operator of the surface mine.

~~(EF)~~ A nonconforming use may be maintained with ordinary care.

~~(FG)~~ A change in ownership or occupancy of a nonconforming use is permitted.

(H) No application under this section is required for the alteration, expansion, or replacement of a lawfully established habitable dwelling when a governing zoning district regulates such alteration,

expansion, or replacement and the proposed alteration, expansion, or replacement satisfies the dimensional requirements of the district.

35.7200- NONCONFORMING USES

(A) The purpose of this section is to establish standards and procedures regulating the continuation, alteration, expansion, and replacement of nonconforming uses. The intent is to allow procedures for considering changes to nonconforming uses that do not increase the level of adverse impacts on the neighborhood, or changes required for the use to comply with State or County health or safety requirements.

(B) The Planning Director must consider the purpose of the current zoning provisions that cannot be satisfied when determining whether or not the alteration, expansion, or replacement of the nonconforming use will have a greater adverse impact on the neighborhood under MCC 35.7214(C).

(C) Nonconforming uses shall be allowed to continue without additional permission, except that such uses may be replaced, altered or expanded only as provided in MCC 35.7205-7209 ~~or~~ and 35.7210-7214 after verification under MCC 35.7204.

(D) If a nonconforming use is abandoned or discontinued for any reason for more than two years, it shall not be re-established unless the resumed use conforms with the requirements of this Zoning Code at the time of the proposed resumption.

(E) Notwithstanding any other provisions of this Code, a surface mining use shall not be deemed to be interrupted or abandoned for any period after July 1, 1972, provided:

(1) The owner or operator was issued and continuously renewed a state or local surface mining permit, or received and maintained a State of Oregon exemption from surface mining regulation; and

(2) The surface mining use was not inactive for a period of 12 consecutive years or more.

(3) For purposes of this subsection, *inactive* means no aggregate materials were excavated, crushed, removed, stockpiled or sold by the owner or operator of the surface mine.

(F) A nonconforming use may be maintained with ordinary care.

(G) A change in ownership or occupancy of a nonconforming use is permitted.

(H) No application under this section is required for the alteration, expansion, or replacement of a lawfully established habitable dwelling when a governing zoning district regulates such alteration, expansion, or replacement and the proposed alteration, expansion, or replacement satisfies the dimensional requirements of the district.

36.7200- NONCONFORMING USES.

(A) The purpose of this section is to establish standards and procedures regulating the continuation, alteration, expansion, and replacement of nonconforming uses. The intent is to allow procedures for considering changes to nonconforming uses that do not increase the level of adverse impacts on the neighborhood, or changes required for the use to comply with State or County health or safety requirements.

(B) The Planning Director must consider the purpose of the current zoning provisions that cannot be satisfied when determining whether or not the alteration, expansion, or replacement of the nonconforming use will have a greater adverse impact on the neighborhood under MCC 36.7214(C).

(C) Nonconforming uses shall be allowed to continue without additional permission, except that such uses may be replaced, altered or expanded only as provided in MCC 36.7205-7209 and 36.7210-7214 after verification under MCC 36.7204.

(D) If a nonconforming use is abandoned or discontinued for any reason for more than two years, it shall not be re-established unless the resumed use conforms with the requirements of this Zoning Code at the time of the proposed resumption.

(E) Notwithstanding any other provisions of this Code, a surface mining use shall not be deemed to be interrupted or abandoned for any period after July 1, 1972, provided:

(1) The owner or operator was issued and continuously renewed a state or local surface mining permit, or received and maintained a State of Oregon exemption from surface mining regulation; and

(2) The surface mining use was not inactive for a period of 12 consecutive years or more.

(3) For purposes of this subsection, inactive means no aggregate materials were excavated, crushed, removed, stockpiled or sold by the owner or operator of the surface mine.

(F) A nonconforming use may be maintained with ordinary care.

(G) A change in ownership or occupancy of a nonconforming use is permitted.

(H) No application under this section is required for the alteration, expansion, or replacement of a lawfully established habitable dwelling when a governing zoning district regulates such alteration, expansion, or replacement and the proposed alteration, expansion, or replacement satisfies the dimensional requirements of the district.

Section 4. § § 33.7215, 34.7215, 35.7215 and 36.7215 are renumbered and amended as follows and references in §§34.5710, 35.5710 and 36.5710 will be corrected:

33.7215-7204 Verification of Nonconforming Use Status

(A) The Planning Director shall verify the status of a nonconforming use upon application for a determination by an owner on application for any land use or other permit for the site, or on finding there is a need for a determination (e.g., on learning of a possible Code violation). The determination shall be based on findings that the use:

(1) Was legally established and operating at the time of enactment or amendment of this Zoning Code, and

(2) Has not been abandoned or interrupted for a continuous two year period.

(B) The Planning Director shall verify the status of a nonconforming use as being the nature and extent of the use at the time of adoption or amendment of the Zoning Code provision disallowing the use. When determining the nature and extent of a nonconforming use, the Planning Director shall consider:

(1) Description of the use;

(2) The types and quantities of goods or services provided and activities conducted;

(3) The scope of the use (volume, intensity, frequency, etc.), including fluctuations in the level of activity;

(4) The number, location and size of physical improvements associated with the use;

(5) The amount of land devoted to the use; and

(6) Other factors the Planning Director may determine appropriate to identify the nature and extent of the particular use.

(7) A reduction of scope or intensity of any part of the use as determined under ~~MCC 33.7215~~this subsection (B) for a period of two years or more creates a presumption that there is no right to resume the use above the reduced level. Nonconforming use status is limited to the greatest level of use that has been consistently maintained since the use became nonconforming. The presumption may be rebutted by substantial evidentiary proof that the long-term fluctuations are inherent in the type of use being considered.

(C) In determining the status of a nonconforming use, the Planning Director shall determine that, at the time of enactment or amendment of the Zoning Code provision disallowing the use, the nature, scope and intensity of the use, as determined above, was established in compliance with all land use procedures, standards and criteria applicable at that time. A final and effective County decision allowing the use shall be accepted as a rebuttable presumption of such compliance.

(D) Except for nonconforming uses considered under ~~MCC 33.7210~~7214 (B), the Planning Director may impose conditions to any verification of nonconforming use status to insure compliance with said verification.

~~(E) Any decision on verification of nonconforming use status shall be processed as a Type II permit as described in MCC Chapter 37.~~

~~(FE)~~ An applicant may prove the ~~existence~~, continuity, nature and extent of the nonconforming use only for the 10-year period immediately preceding the date of application. Evidence proving the ~~existence~~, continuity, nature and extent of the use for the 10-year period preceding application creates a rebuttable presumption that the use, as proven, ~~lawfully~~ existed at the time the applicable zoning ordinance or regulation was adopted and has continued uninterrupted until the date of application.==

Evidence proving the continuity, nature and extent of the use for the 10-year period preceding application does not create a rebuttable presumption that the use lawfully existed at the time the applicable zoning ordinance or regulation was adopted.

(G) For purposes of verifying a nonconforming use, the Planning Director shall not require an applicant for verification to prove the ~~existence~~, continuity, nature and extent of the use for a period exceeding 20 years immediately preceding the date of application. Evidence proving the continuity, nature and extent of the use for the 20-year period preceding application does not create a rebuttable presumption that the use lawfully existed at the time the applicable zoning ordinance or regulation was adopted.

34.7215-7204 Verification of Nonconforming Use Status

(A) The Planning Director shall verify the status of a nonconforming use upon application for a determination by an owner on application for any land use or other permit for the site, or on finding there is a need for a determination (e.g., on learning of a possible Code violation). The determination shall be based on findings that the use:

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- (2) Has not been abandoned or interrupted for a continuous two year period.

(B) The Planning Director shall verify the status of a nonconforming use as being the nature and extent of the use at the time of adoption or amendment of the Zoning Code provision disallowing the use. When determining the nature and extent of a nonconforming use, the Planning Director shall consider:

- (1) Description of the use;
- (2) The types and quantities of goods or services provided and activities conducted;
- (3) The scope of the use (volume, intensity, frequency, etc.), including fluctuations in the level of activity;
- (4) The number, location and size of physical improvements associated with the use;
- (5) The amount of land devoted to the use; and
- (6) Other factors the Planning Director may determine appropriate to identify the nature and extent of the particular use.
- (7) A reduction of scope or intensity of any part of the use as determined under MCC 34.7215 this subsection (B) for a period of two years or more creates a presumption that there is no right to resume the use above the reduced level. Nonconforming use status is limited to the greatest level of use that has been consistently maintained since the use became nonconforming. The presumption may be rebutted by substantial evidentiary proof that the long-term fluctuations are inherent in the type of use being considered.

(C) In determining the status of a nonconforming use, the Planning Director shall determine that, at the time of enactment or amendment of the Zoning Code provision disallowing the use, the nature, scope and intensity of the use, as determined above, was established in compliance with all land use procedures, standards and criteria applicable at that time. A final and effective County decision allowing the use shall be accepted as a rebuttable presumption of such compliance.

(D) Except for nonconforming uses considered under MCC 34.7210-7214 (B), the Planning Director may impose conditions to any verification of nonconforming use status to insure compliance with said verification.

~~(E) Any decision on verification of nonconforming use status shall be processed as a Type II permit as described in MCC Chapter 37.~~

~~(FE) An applicant may prove the existence, continuity, nature and extent of the nonconforming use only for the 10-year period immediately preceding the date of application. Evidence proving the existence, continuity, nature and extent of the use for the 10-year period preceding application creates a rebuttable presumption that the use, as proven, lawfully existed at the time the applicable zoning ordinance or regulation was adopted and has continued uninterrupted until the date of application. Evidence proving the continuity, nature and extent of the use for the 10-year period preceding application does not create a rebuttable presumption that the use lawfully existed at the time the applicable zoning ordinance or regulation was adopted.~~

~~(GE) For purposes of verifying a nonconforming use, the Planning Director shall not require an applicant for verification to prove the existence, continuity, nature and extent of the use for a period exceeding 20 years immediately preceding the date of application. Evidence proving the continuity, nature and extent of the use for the 20-year period preceding application does not create a rebuttable presumption that the use lawfully existed at the time the applicable zoning ordinance or regulation was adopted.~~

35.7215-7204 Verification of Nonconforming Use Status

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(1) Was legally established and operating at the time of enactment or amendment of this Zoning Code, and

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(B) The Planning Director shall verify the status of a nonconforming use as being the nature and extent of the use at the time of adoption or amendment of the Zoning Code provision disallowing the use. When determining the nature and extent of a nonconforming use, the Planning Director shall consider:

(1) Description of the use;

- (2) The types and quantities of goods or services provided and activities conducted;
- (3) The scope of the use (volume, intensity, frequency, etc.), including fluctuations in the level of activity;
- (4) The number, location and size of physical improvements associated with the use;
- (5) The amount of land devoted to the use; and
- (6) Other factors the Planning Director may determine appropriate to identify the nature and extent of the particular use.
- (7) A reduction of scope or intensity of any part of the use as determined under MCC 35.7215 ~~this subsection~~ (B) for a period of two years or more creates a presumption that there is no right to resume the use above the reduced level. Nonconforming use status is limited to the greatest level of use that has been consistently maintained since the use became nonconforming. The presumption may be rebutted by substantial evidentiary proof that the long-term fluctuations are inherent in the type of use being considered.

(C) In determining the status of a nonconforming use, the Planning Director shall determine that, at the time of enactment or amendment of the Zoning Code provision disallowing the use, the nature, scope and intensity of the use, as determined above, was established in compliance with all land use procedures, standards and criteria applicable at that time. A final and effective County decision allowing the use shall be accepted as a rebuttable presumption of such compliance.

(D) Except for nonconforming uses considered under MCC 35.7210-7214 (B), the Planning Director may impose conditions to any verification of nonconforming use status to insure compliance with said verification.

~~(E) Any decision on verification of nonconforming use status shall be processed as a Type II permit as described in MCC Chapter 37.~~

~~(FE)~~ An applicant may prove the ~~existence~~, continuity, nature and extent of the nonconforming use only for the 10-year period immediately preceding the date of application. Evidence proving the ~~existence~~, continuity, nature and extent of the use for the 10-year period preceding application creates a rebuttable presumption that the use, as proven, lawfully existed at the time the applicable zoning ordinance or regulation was adopted and has continued uninterrupted until the date of application. Evidence proving the continuity, nature and extent of the use for the 10-year period preceding application does not create a rebuttable presumption that the use lawfully existed at the time the applicable zoning ordinance or regulation was adopted.

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36.7215-7204 Verification of Nonconforming Use Status.

(A) The Planning Director shall verify the status of a nonconforming use upon application for a determination by an owner on application for any land use or other permit for the site, or on finding there is a need for a determination (e.g., on learning of a possible Code violation). The determination shall be based on findings that the use:

(1) Was legally established and operating at the time of enactment or amendment of this Zoning Code, and

(2) Has not been abandoned or interrupted for a continuous two year period.

(B) The Planning Director shall verify the status of a nonconforming use as being the nature and extent of the use at the time of adoption or amendment of the Zoning Code provision disallowing the use. When determining the nature and extent of a nonconforming use, the Planning Director shall consider:

(1) Description of the use;

(2) The types and quantities of goods or services provided and activities conducted;

(3) The scope of the use (volume, intensity, frequency, etc.), including fluctuations in the level of activity;

(4) The number, location and size of physical improvements associated with the use;

(5) The amount of land devoted to the use; and

(6) Other factors the Planning Director may determine appropriate to identify the nature and extent of the particular use.

(7) A reduction of scope or intensity of any part of the use as determined under ~~MCC 36.7215~~this subsection (B) for a period of two years or more creates a presumption that there is no right to resume the use above the reduced level. Nonconforming use status is limited to the greatest level of use that has been consistently maintained since the use became nonconforming. The presumption may be rebutted by substantial evidentiary proof that the long-term fluctuations are inherent in the type of use being considered.

(C) In determining the status of a nonconforming use, the Planning Director shall determine that, at the time of enactment or amendment of the Zoning Code provision disallowing the use, the nature, scope and intensity of the use, as determined above, was established in compliance with all land use procedures, standards and criteria applicable at that time. A final and effective County decision allowing the use shall be accepted as a rebuttable presumption of such compliance.

(D) Except for nonconforming uses considered under ~~MCC 36.7210-7214~~ (B), the Planning Director may impose conditions to any verification of nonconforming use status to insure compliance with said verification.

~~(E) Any decision on verification of nonconforming use status shall be processed as a Type II permit as described in MCC Chapter 37.~~

~~(FE) An applicant may prove the existence, continuity, nature and extent of the nonconforming use only for the 10-year period immediately preceding the date of application. Evidence proving the existence, continuity, nature and extent of the use for the 10-year period preceding application creates a rebuttable presumption that the use, as proven, lawfully existed at the time the applicable zoning ordinance or regulation was adopted and has continued uninterrupted until the date of application. Evidence proving the continuity, nature and extent of the use for the 10-year period preceding application does not create a rebuttable presumption that the use lawfully existed at the time the applicable zoning ordinance or regulation was adopted.~~

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33.5710 Exemptions

(A) The following activities are exempt from the requirements of MCC 33.5700 through 33.5745 and 33.6500 through 33.6535. Operators or land owners have the burden of qualifying for any exemption.

(1) Mining on forest lands auxiliary to forestry operations occurring in compliance with the Forest Practices Act as administered by the Oregon Department of Forestry.

(2) Lawful mining operating under a DOGAMI "Grant of Total Exemption" on December 3, 1994 on property owned or controlled by the operator. Abandonment, restoration, or alteration of this use shall be in compliance with the non-conforming use provisions of MCC 33.7200 through 33.7215~~7214~~.

* * *

34.5710 Exemptions

(A) The following activities are exempt from the requirements of MCC 34.5700 through 34.5745 and 34.6500 through 34.6534. Operators or land owners have the burden of qualifying for any exemption.

(1) Mining on forest lands auxiliary to forestry operations occurring in compliance with the Forest Practices Act as administered by the Oregon Department of Forestry.

(2) Lawful mining operating under a DOGAMI "Grant of Total Exemption" on December 3, 1994 on property owned or controlled by the operator. Abandonment, restoration, or alteration of this use shall be in compliance with the non-conforming use provisions of MCC 34.7200 through 34.7215~~7214~~.

* * *

35.5710 Exemptions

(A) The following activities are exempt from the requirements of MCC 35.5700 through 35.5745 and 35.6500 through 35.6535. Operators or land owners have the burden of qualifying for any exemption.

(1) Mining on forest lands auxiliary to forestry operations occurring in compliance with the Forest Practices Act as administered by the Oregon Department of Forestry.

(2) Lawful mining operating under a DOGAMI "Grant of Total Exemption" on December 3, 1994 on property owned or controlled by the operator. Abandonment, restoration, or alteration of this use shall be in compliance with the non-conforming use provisions of MCC 35.7200 through ~~35.7215~~35.7214.

* * *

36.5710 Exemptions.

(A) The following activities are exempt from the requirements of MCC 36.5700 through 36.5745 and 36.6500 through 36.6536. Operators or land owners have the burden of qualifying for any exemption.

(1) Mining on forest lands auxiliary to forestry operations occurring in compliance with the Forest Practices Act as administered by the Oregon Department of Forestry.

(2) Lawful mining operating under a DOGAMI "Grant of Total Exemption" on December 3, 1994 on property owned or controlled by the operator. Abandonment, restoration, or alteration of this use shall be in compliance with the non-conforming use provisions of MCC 36.7200 through ~~36.7215~~36.7214.

* * *

Section 5. § § 33.7205, 34.7205, 35.7205 and 36.7205 are renumbered and amended as follows:

33.7205-7209 Restoration or Replacement Due to Fire, other Casualty or Natural Disaster

(A) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC ~~33.7215~~7204, the Planning Director may authorize restoration or replacement of that nonconforming use based on findings that:

(~~1A~~) The restoration or replacement is made necessary by fire, other casualty or natural disaster, and

(~~2B~~) The application for restoration or replacement must be ~~commenced~~ submitted within one year from the date of occurrence of the fire, casualty or natural disaster.

~~(B) Any decision on restoration or replacement of a nonconforming use due to fire, other casualty or natural disaster shall be processed as a Type II permit as described in MCC Chapter 37.~~

34.7205-7209 Restoration or Replacement Due to Fire, other Casualty or Natural Disaster

~~(A)~~ After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 34.72157204, the Planning Director may authorize restoration or replacement of that nonconforming use based on findings that:

~~(1A)~~ The restoration or replacement is made necessary by fire, other casualty or natural disaster, and

~~(2B)~~ The application for restoration or replacement must be ~~commenced~~ submitted within one year from the date of occurrence of the fire, casualty or natural disaster.

~~(B) Any decision on restoration or replacement of a nonconforming use due to fire, other casualty or natural disaster shall be processed as a Type II permit as described in MCC Chapter 37.~~

35.7205-7209 Restoration or Replacement Due to Fire, other Casualty or Natural Disaster

~~(A)~~ After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 35.72157204, the Planning Director may authorize restoration or replacement of that nonconforming use based on findings that:

~~(1A)~~ The restoration or replacement is made necessary by fire, other casualty or natural disaster, and

~~(2B)~~ The application for restoration or replacement must be ~~commenced~~ submitted within one year from the date of occurrence of the fire, casualty or natural disaster.

~~(B) Any decision on restoration or replacement of a nonconforming use due to fire, other casualty or natural disaster shall be processed as a Type II permit as described in MCC Chapter 37.~~

36.7205-7209 Restoration or Replacement Due to Fire, other Casualty or Natural Disaster.

~~(A)~~ After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 36.72157204, the Planning Director may authorize restoration or replacement of that nonconforming use based on findings that:

~~(1A)~~ The restoration or replacement is made necessary by fire, other casualty or natural disaster, and

~~(2B)~~ The application for restoration or replacement must be ~~commenced~~ submitted within one year from the date of occurrence of the fire, casualty or natural disaster.

~~(B) Any decision on restoration or replacement of a nonconforming use due to fire, other casualty or natural disaster shall be processed as a Type II permit as described in MCC Chapter 37.~~

Section 6. § § 33.7210, 34.7210, 35.7210 and 36.7210 are renumbered and amended as follows:

33.7210-7214 Alteration, Expansion or Replacement of Nonconforming Uses

(A) Alteration, expansion or replacement of a nonconforming use includes a change in the use, structure, or physical improvement of no greater adverse impact on the neighborhood, or alterations, expansions or replacements required for the use to comply with State or County health or safety requirements.

(B) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 33.72157204, the Planning Director shall authorize alteration of a nonconforming use when it is demonstrated that:

(1) The alteration, expansion or replacement is necessary to comply with state or local health or safety requirements, or

(2) The alteration is necessary to maintain in good repair the existing structures associated with the nonconformity.

(C) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 33.72157204, the Planning Director may authorize alteration, expansion or replacement of any nonconforming use when it is found that such alteration, expansion or replacement will not result in a greater adverse impact on the neighborhood. In making this finding, the Planning Director shall consider ~~all of the criteria factors~~ listed below. Adverse impacts to one of the ~~criterion factors~~ may, but shall not automatically, constitute greater adverse impact on the neighborhood.

* * *

34.7210-7214 Alteration, Expansion or Replacement of Nonconforming Uses

(A) Alteration, expansion or replacement of a nonconforming use includes a change in the use, structure, or physical improvement of no greater adverse impact on the neighborhood, or alterations, expansions or replacements required for the use to comply with State or County health or safety requirements.

(B) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 34.72157204, the Planning Director shall authorize alteration of a nonconforming use when it is demonstrated that:

(1) The alteration, expansion or replacement is necessary to comply with state or local health or safety requirements, or

(2) The alteration is necessary to maintain in good repair the existing structures associated with the nonconformity.

(C) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 34.72157204, the Planning Director may authorize alteration, expansion or replacement of any nonconforming use when it is found that such alteration, expansion or replacement will not result in a greater adverse impact on the neighborhood. In making this finding, the Planning Director shall

consider ~~all of the criteria factors~~ listed below. Adverse impacts to one of the ~~criterion factors~~ may, but shall not automatically, constitute greater adverse impact on the neighborhood.

* * *

35.7210-7214 Alteration, Expansion or Replacement of Nonconforming Uses

(A) Alteration, expansion or replacement of a nonconforming use includes a change in the use, structure, or physical improvement of no greater adverse impact on the neighborhood, or alterations, expansions or replacements required for the use to comply with State or County health or safety requirements.

(B) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 35.72157204, the Planning Director shall authorize alteration of a nonconforming use when it is demonstrated that:

- (1) The alteration, expansion or replacement is necessary to comply with state or local health or safety requirements, or
- (2) The alteration is necessary to maintain in good repair the existing structures associated with the nonconformity.

(C) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 35.72157204, the Planning Director may authorize alteration, expansion or replacement of any nonconforming use when it is found that such alteration, expansion or replacement will not result in a greater adverse impact on the neighborhood. In making this finding, the Planning Director shall consider ~~all of the criteria factors~~ listed below. Adverse impacts to one of the ~~criterion factors~~ may, but shall not automatically, constitute greater adverse impact on the neighborhood.

* * *

36.7210-7214 Alteration, Expansion or Replacement of Nonconforming Uses.

(A) Alteration, expansion or replacement of a nonconforming use includes a change in the use, structure, or physical improvement of no greater adverse impact on the neighborhood, or alterations, expansions or replacements required for the use to comply with State or County health or safety requirements.

(B) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 36.72157204, the Planning Director shall authorize alteration of a nonconforming use when it is demonstrated that:

- (1) The alteration, expansion or replacement is necessary to comply with state or local health or safety requirements, or
- (2) The alteration is necessary to maintain in good repair the existing structures associated with the nonconformity.

(C) After verification of the status of a nonconforming use pursuant to the applicable provisions of MCC 36.72157204, the Planning Director may authorize alteration, expansion or replacement of any nonconforming use when it is found that such alteration, expansion or replacement will not result in a greater adverse impact on the neighborhood. In making this finding, the Planning Director shall consider all of the criteria-factors listed below. Adverse impacts to one of the criterion-factors may, but shall not automatically, constitute greater adverse impact on the neighborhood.

* * *

Section 7. § § 33.4105, 34.4105, 35.4105 and 36.4105, General Provisions, are amended as follows:

In the event of the erection of a new building or an addition to an existing building, or any change in the use of an existing building, structure or land which results in an intensified use by customers, occupants, employees or other persons, off-street parking and loading shall be provided according to the requirements of this Section. For nonconforming uses, the objectives of this section shall be evaluated under the criteria for the Alteration, Modification, and Expansion of Nonconforming Uses.

Section 8. §§ 33.2630, 35.2630 and 36.2630 are amended as follows:

33.2630 Conditional Uses

The following uses may be permitted when approved by the Hearings Officer pursuant to the provisions of MCC 33.6300 to 33.6335:

(A) Commercial activities that are in conjunction with a farm use, except for facilities for processing crops that meet the standards for crop source, building size, and other applicable siting standards pursuant to 33.2625(NM).

* * *

(P) Construction of additional passing and travel lanes requiring the acquisition of right of way but not resulting in the creation of new land parcels.

(Q) Park and ride lots.

(R) Realignment of roads, subject to the following limitations and the approval criteria in MCC 33.6315 and MCC 33.6340:

(1) "Realignment" means rebuilding an existing roadway on a new alignment where the new centerline shifts outside the existing right of way, and where the existing road surface is either removed, maintained as an access road or maintained as a connection between the realigned roadway and a road that intersects the original alignment.

(2) The realignment shall maintain the function of the existing road segment being re-aligned as specified in the acknowledged comprehensive plan.

(S) New access roads and collectors where the function of the road is to reduce local access to or local traffic on a state highway, subject to the following limitations and the approval criteria in MCC 33.6315 and MCC 33.6340:

(1) The roads shall be limited to two travel lanes.

(2) Private access and intersections shall be limited to rural needs or to provide adequate emergency access.

(T) Transportation facilities, services and improvements that serve local travel needs, and which:

(1) Are not otherwise listed as a use in this EFU district or in OAR 660-012-0065 "Transportation Improvements on Rural Lands;" and

(2) Satisfy the approval criteria in MCC 33.6315 and MCC 33.6340:

35.2630 Conditional Uses

The following uses may be permitted when approved by the Hearings Officer pursuant to the provisions of MCC 35.6300 to 35.6335:

(A) Commercial activities that are in conjunction with a farm use, except for facilities for processing crops that meet the standards for crop source, building size, and other applicable siting standards pursuant to 35.2625(ON).

* * *

(P) Construction of additional passing and travel lanes requiring the acquisition of right of way but not resulting in the creation of new land parcels.

(Q) Park and ride lots.

(R) Realignment of roads, subject to the following limitations and the approval criteria in MCC 35.6315 and MCC 35.6340:

(1) "Realignment" means rebuilding an existing roadway on a new alignment where the new centerline shifts outside the existing right of way, and where the existing road surface is either removed, maintained as an access road or maintained as a connection between the realigned roadway and a road that intersects the original alignment.

(2) The realignment shall maintain the function of the existing road segment being re-aligned as specified in the acknowledged comprehensive plan.

(S) New access roads and collectors where the function of the road is to reduce local access to or local traffic on a state highway, subject to the following limitations and the approval criteria in MCC 35.6315 and MCC 35.6340:

(1) The roads shall be limited to two travel lanes.

(2) Private access and intersections shall be limited to rural needs or to provide adequate

emergency access.

(T) Transportation facilities, services and improvements that serve local travel needs, and which:

(1) Are not otherwise listed as a use in this EFU district or in OAR 660-012-0065 "Transportation Improvements on Rural Lands;" and

(2) Satisfy the approval criteria in MCC 35.6315 and MCC 35.6340:

36.2630 Conditional Uses

The following uses may be permitted when found by the approval authority to satisfy the applicable provisions in MCC 36.6300 to 36.6335 or the criteria listed for the use:

(A) Commercial activities that are in conjunction with a farm use, except for facilities for processing crops that meet the standards for crop source, building size, and other applicable siting standards pursuant to 36.2625(NM) above. Uses under this provision shall be subject to the approval criteria in MCC 36.6315(1) through (7).

* * *

(L) Construction of additional passing and travel lanes requiring the acquisition of right of way but not resulting in the creation of new land parcels.

(M) Park and ride lots.

(N) Realignment of roads, subject to the following limitations and the approval criteria in MCC 36.6315 and MCC 36.6340:

(1) "Realignment" means rebuilding an existing roadway on a new alignment where the new centerline shifts outside the existing right of way, and where the existing road surface is either removed, maintained as an access road or maintained as a connection between the realigned roadway and a road that intersects the original alignment.

(2) The realignment shall maintain the function of the existing road segment being re-aligned as specified in the acknowledged comprehensive plan.

(O) New access roads and collectors where the function of the road is to reduce local access to or local traffic on a state highway, subject to the following limitations and the approval criteria in MCC 36.6315 and MCC 36.6340:

(1) The roads shall be limited to two travel lanes.

(2) Private access and intersections shall be limited to rural needs or to provide adequate emergency access.

(P) Transportation facilities, services and improvements that serve local travel needs, and which:

(1) Are not otherwise listed as a use in this EFU district or in OAR 660-012-0065 "Transportation Improvements on Rural Lands;" and

(2) Satisfy the approval criteria in MCC 36.6315 and MCC 36.6340:

Section 9. §§ 33.6340, 35.6340 and 36.6340 are added as follows:

33.6340 Additional Approval Criteria For Certain Transportation Uses In The Exclusive Farm Use Zoning District

For the transportation uses listed in MCC 33.2630(R), (S), and (T), the Hearing Authority shall find that Multnomah County has:

(A) Identified reasonable build alternatives, such as alternative alignments, that are safe and can be constructed at a reasonable cost, not considering raw land costs, with available technology. The County need not consider alternatives that are inconsistent with applicable standards or not approved by a registered professional engineer.

(B) Assessed the effects of the identified alternatives on farm and forest practices, considering impacts to farm and forest lands, structures and facilities, considering the effects of traffic on the movement of farm and forest vehicles and equipment and considering the effects of access to parcels created on farm and forest lands.

(C) Selected from the identified alternatives, the one, or combination of identified alternatives that has the least impact on lands in the immediate vicinity devoted to farm or forest use.

35.6340 Additional Approval Criteria For Certain Transportation Uses In The Exclusive Farm Use Zoning District

For the transportation uses listed in MCC 35.2630(R), (S), and (T), the Hearing Authority shall find that Multnomah County has:

(A) Identified reasonable build alternatives, such as alternative alignments, that are safe and can be constructed at a reasonable cost, not considering raw land costs, with available technology. The County need not consider alternatives that are inconsistent with applicable standards or not approved by a registered professional engineer.

(B) Assessed the effects of the identified alternatives on farm and forest practices, considering impacts to farm and forest lands, structures and facilities, considering the effects of traffic on the movement of farm and forest vehicles and equipment and considering the effects of access to parcels created on farm and forest lands.

(C) Selected from the identified alternatives, the one, or combination of identified alternatives that has the least impact on lands in the immediate vicinity devoted to farm or forest use.

36.6340 Additional Approval Criteria For Certain Transportation Uses In The Exclusive Farm Use Zoning District

For the transportation uses listed in MCC 36.2630(N), (O), and (P), the Hearing Authority shall find that Multnomah County has:

(A) Identified reasonable build alternatives, such as alternative alignments, that are safe and can be constructed at a reasonable cost, not considering raw land costs, with available technology. The County need not consider alternatives that are inconsistent with applicable standards or not approved by a registered professional engineer.

(B) Assessed the effects of the identified alternatives on farm and forest practices, considering impacts to farm and forest lands, structures and facilities, considering the effects of traffic on the movement of farm and forest vehicles and equipment and considering the effects of access to parcels created on farm and forest lands.

(C) Selected from the identified alternatives, the one, or combination of identified alternatives that has the least impact on lands in the immediate vicinity devoted to farm or forest use.

PART II – SIGNS

Section 10. §§ 33.2825, 33.2025, 33.2225, 33.2425, 33.2625, 33.3125, 33.3325, 34.2625, 34.2825, 34.3125, 34.3525, 35.2025, 35.2225, 35.2625, 35.2825, 35.3125, 35.3325, 36.2025, 36.2625, 36.2825, 36.3125, 36.3325 and 36.3425 are amended as follows and references to those sections in §§ 33.2630, 34.2630, 35.2045, 35.2630 and 36.2630 will be corrected:

33.2825 Review Uses

* * *

~~(D) Signs, pursuant to the provisions of MCC 33.7400 through 33.7505.~~

~~(ED) Off-street parking and loading.~~

~~(FE) Property Line Adjustment pursuant to the provisions of MCC 33.2860.~~

~~(GE) Placement of structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.~~

~~(HG) Lots of Exception pursuant to the provisions of MCC 33.2860.~~

(~~H~~) Wireless communication facilities that employ concealment technology or co-location as described in MCC 33.6177(B) pursuant to the applicable approval criteria of MCC 33.6175 through 33.6188.

(~~J~~) Consolidation of Parcels and Lots pursuant to MCC 33.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 33.7797.

(~~K~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 33.2820 Allowed Uses.

33.2025 Review Uses

* * *

(~~F~~) Signs, pursuant to the provisions of MCC 33.7400 through 33.7505.

(~~G~~) Off-street parking and loading as required by MCC 33.4100 through 33.4220.

(~~H~~) Lot Line Adjustment pursuant to all applicable approval criteria, including but not limited to the provisions of MCC 33.2070.

(~~H~~) Placement of structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~J~~) Wireless communications facilities that employ concealment technology or co-location as described in MCC 33.6177(B) pursuant to the applicable approval criteria of MCC 33.6175 through 33.6188.

(~~K~~) Lots of Exception pursuant to all applicable approval criteria, including but not limited to MCC 33.2065, 33.2073 and 33.7700 et seq.

(~~L~~) Consolidation of Parcels and Lots pursuant to MCC 33.7794.

(~~M~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 33.2020 Allowed Uses.

33.2225 Review Uses

* * *

(~~F~~) Signs, pursuant to the provisions of MCC 33.7400 through 33.7505.

(~~G~~) Off-street parking and loading as required by MCC 33.4100 through 33.4220.

(~~H~~G) Lot Line Adjustment pursuant to all applicable approval criteria, including but not limited to the provisions of MCC 33.2270.

(~~H~~I) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~J~~I) Wireless communications facilities that employ concealment technology or co-location as described in MCC 33.6177(B) pursuant to the applicable approval criteria of MCC 33.6175 through 33.6188.

(~~K~~J) Lots of Exception pursuant to all applicable approval criteria, including but not limited to MCC 33.2265, 33.2273 and 33.7700 et seq.

(~~L~~K) Consolidation of Parcels and Lots pursuant to MCC 33.7794.

(~~M~~L) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 33.2220 Allowed Uses.

33.2425 Review Uses

* * *

(~~F~~) Signs, pursuant to the provisions of MCC 33.7400 through 33.7505.

(~~G~~F) Off-street parking and loading as required by MCC 33.4100 through 33.4220.

(~~H~~G) Lot Line Adjustment pursuant to all applicable approval criteria, including but not limited to the provisions of MCC 33.2470.

(~~H~~I) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~J~~I) Wireless communications facilities that employ concealment technology or co-location as described in MCC 33.6177(B) pursuant to the applicable approval criteria of MCC 33.6175 through 33.6188.

(~~K~~J) Lots of Exception pursuant to all applicable approval criteria, including but not limited to MCC 33.2465, 33.2473 and 33.7700 et seq.

~~(L)~~ Consolidation of Parcels and Lots pursuant to MCC 33.7794.

~~(M)~~ Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 33.2420 Allowed Uses.

33.2625 Review Uses

* * *

~~(J)~~ Signs, pursuant to the provisions of MCC 33.7400 through 33.7505.

~~(K)~~ Off-street parking and loading pursuant to MCC 33.4100 through 33.4215.

~~(L)~~ Lot Line Adjustment pursuant to the provisions of MCC 33.2670.

~~(M)~~ Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

~~(N)~~ A facility for the processing of farm crops, or the production of biofuel as defined in ORS 215, that is located on a farm operation that provides at least one-quarter of the farm crops processed at the facility. The building established for the processing facility shall not exceed 10,000 square feet of floor area exclusive of the floor area designated for preparation, storage or other farm use or devote more than 10,000 square feet to the processing activities within another building supporting farm uses. A processing facility shall comply with the requirements of MCC 33.4100 through MCC 33.4215 (off-street parking), MCC 33.2660(C), (D) & (E) (yards), and MCC 33.7450 (signs).

~~(O)~~ Parking of no more than seven log trucks shall be allowed in an exclusive farm use zone notwithstanding any other provision of law except for health and safety provisions, unless the log truck parking will:

(1) Force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; or

(2) Significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use.

~~(P)~~ Consolidation of Parcels and Lots pursuant to MCC 33.7794.

~~(Q)~~ Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 33.2620, Allowed Uses.

33.3125 Review Uses

* * *

~~(D) Signs, pursuant to the provisions of MCC 33.7400 through 33.7505.~~

~~(ED)~~ Off-street parking and loading.

~~(FE)~~ Property Line Adjustment pursuant to the provisions of MCC 33.3160.

~~(GF)~~ Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

~~(HG)~~ Lots of Exception pursuant to the provisions of MCC 33.3160.

~~(IH)~~ Wireless communication facilities that employ concealment technology or co-location as described in MCC 33.6177(B) pursuant to the applicable approval criteria of MCC 33.6175 through 33.6188.

~~(JI)~~ Consolidation of Parcels and Lots pursuant to MCC 33.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 33.7797.

~~(KJ)~~ Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 33.3120 Allowed Uses.

33.3325 Review Uses

* * *

~~(D) Signs pursuant to the provisions of MCC 33.7400 through 33.7505;~~

~~(ED)~~ Off-street parking and loading;

~~(FE)~~ Property Line Adjustment pursuant to the provisions of MCC 33.3360.

~~(GF)~~ Placement of structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

~~(HG)~~ Lots of Exception pursuant to the provisions of MCC 33.3360.

(~~H~~) Wireless communication facilities that employ concealment technology or co-location as described in MCC 33.6177(B) pursuant to the applicable approval criteria of MCC 33.6175 through 33.6188.

(~~J~~) Consolidation of Parcels and Lots pursuant to MCC 33.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 33.7797.

(~~K~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 33.3320 Allowed Uses.

34.2625 Review Uses

* * *

(~~J~~) ~~Signs, pursuant to the provisions of MCC 34.7400 through 34.7505.~~

(~~K~~) Off-street parking and loading pursuant to MCC 34.4100 through 34.4215.

(~~L~~) Lot Line Adjustment pursuant to the provisions of MCC 34.2670.

(~~M~~) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~N~~) A facility for the processing of farm crops, or the production of biofuel as defined in ORS 215, that is located on a farm operation that provides at least one-quarter of the farm crops processed at the facility. The building established for the processing facility shall not exceed 10,000 square feet of floor area exclusive of the floor area designated for preparation, storage or other farm use or devote more than 10,000 square feet to the processing activities within another building supporting farm uses. A processing facility shall comply with the requirements of MCC 34.4100 through MCC 34.4215 (off-street parking), MCC 34.2660(C), (D) & (E) (yards), and MCC 34.7450 (signs).

(~~O~~) Parking of no more than seven log trucks shall be allowed in an exclusive farm use zone notwithstanding any other provision of law except for health and safety provisions, unless the log truck parking will:

(1) Force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; or

(2) Significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use.

(~~P~~) Consolidation of Parcels and Lots pursuant to MCC 34.7794.

(QP) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 34.2620, Allowed Uses.

34.2825 Review Uses

* * *

~~(D) Signs, pursuant to the provisions of MCC 34.7400 through 34.7505.~~

(ED) Off-street parking and loading.

(FE) Property Line Adjustment pursuant to the provisions of MCC 34.2860.

(GE) Placement of structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(HG) Lots of Exception pursuant to the provisions of MCC 34.2860.

(IH) Wireless communication facilities that employ concealment technology or co-location as described in MCC 34.6177(B) pursuant to the applicable approval criteria of MCC 34.6175 through 34.6188.

(JI) Consolidation of Parcels and Lots pursuant to MCC 34.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 34.7797.

(KJ) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 34.2820 Allowed Uses.

34.3125 Review Uses

* * *

~~(D) Signs, pursuant to the provisions of MCC 34.7400 through 34.7505.~~

(ED) Off-street parking and loading.

(FE) Property Line Adjustment pursuant to the provisions of MCC 34.3160.

(GE) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be

submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~HG~~) Lots of Exception pursuant to the provisions of MCC 34.3160.

(~~IH~~) Wireless communication facilities that employ concealment technology or co-location as described in MCC 34.6177(B) pursuant to the applicable approval criteria of MCC 34.6175 through 34.6188.

(~~JI~~) Consolidation of Parcels and Lots pursuant to MCC 34.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 34.7797.

(~~KJ~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 34.3120 Allowed Uses.

34.3325 Review Uses

* * *

(~~D~~) Signs pursuant to the provisions of MCC 34.7400 through 34.7505;

(~~ED~~) Off-street parking and loading;

(~~FE~~) Property Line Adjustment pursuant to the provisions of MCC 34.3360.

(~~GE~~) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~HG~~) Lots of Exception pursuant to the provisions of MCC 34.3360.

(~~IH~~) Wireless communication facilities that employ concealment technology or co-location as described in MCC 34.6177(B) pursuant to the applicable approval criteria of MCC 34.6175 through 34.6188.

(~~JI~~) Consolidation of Parcels and Lots pursuant to MCC 34.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 34.7797.

(~~KJ~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 34.3320 Allowed Uses.

35.2025 Review Uses

* * *

~~(F) Signs, pursuant to the provisions of MCC 35.7400 through 35.7505.~~

~~(FE)~~ Off-street parking and loading as required by MCC 35.4100 through 35.4220.

~~(GF)~~ Lot Line Adjustment pursuant to all applicable approval criteria, including but not limited to the provisions of MCC 35.2070.

~~(HG)~~ Placement of structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

~~(IH)~~ Wireless communications facilities that employ concealment technology or co-location as described in MCC 35.6177(B) pursuant to the applicable approval criteria of MCC 35.6175 through 35.6188.

~~(JI)~~ Consolidation of Parcels and Lots pursuant to MCC 35.7794.

~~(KJ)~~ Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 35.2020 Allowed Uses.

35.2225 Review Uses

* * *

~~(F) Signs, pursuant to the provisions of MCC 35.7400 through 35.7505.~~

~~(GE)~~ Off-street parking and loading as required by MCC 35.4100 through 35.4220.

~~(HG)~~ Lot Line Adjustment pursuant to all applicable approval criteria, including but not limited to the provisions of MCC 35.2270.

~~(IH)~~ Placement of structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

~~(JI)~~ Wireless communications facilities that employ concealment technology or co-location as described in MCC 35.6177(B) pursuant to the applicable approval criteria of MCC 35.6175 through 35.6188.

~~(KJ)~~ Lots of Exception pursuant to all applicable approval criteria, including but not limited to MCC 35.2265, 35.2273 and 35.7700 et seq.

~~(LK)~~ Consolidation of Parcels and Lots pursuant to MCC 35.7794.

~~(ML)~~ Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 35.2220 Allowed Uses.

35.2625 Review Uses

* * *

~~(J)~~ Signs, pursuant to the provisions of MCC 35.7400 through 35.7505.

~~(KJ)~~ Off-street parking and loading pursuant to MCC 35.4100 through 35.4215.

~~(LK)~~ Lot Line Adjustment pursuant to the provisions of MCC 35.2670.

~~(ML)~~ Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

~~(NM)~~ A facility for the processing of farm crops, or the production of biofuel as defined in ORS 215, that is located on a farm operation that provides at least one-quarter of the farm crops processed at the facility. The building established for the processing facility shall not exceed 10,000 square feet of floor area exclusive of the floor area designated for preparation, storage or other farm use or devote more than 10,000 square feet to the processing activities within another building supporting farm uses. A processing facility shall comply with the requirements of MCC 35.4100 through MCC 35.4215 (off-street parking), MCC 35.2660(C), (D) & (E) (yards), and MCC 35.7450 (signs).

~~(ON)~~ Parking of no more than seven log trucks shall be allowed in an exclusive farm use zone notwithstanding any other provision of law except for health and safety provisions, unless the log truck parking will:

(1) Force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; or

(2) Significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use.

~~(PO)~~ Consolidation of Parcels and Lots pursuant to MCC 35.7794.

~~(QP)~~ Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 35.2620, Allowed Uses.

35.2825 Review Uses

* * *

~~(D) Signs, pursuant to the provisions of MCC 35.7400 through 35.7505.~~

~~(ED) Off-street parking and loading.~~

~~(FE) Property Line Adjustment pursuant to the provisions of MCC 35.2860.~~

~~(GF) Placement of structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.~~

~~(HG) Lots of Exception pursuant to the provisions of MCC 35.2860.~~

~~(IH) Wireless communication facilities that employ concealment technology or co-location as described in MCC 35.6177(B) pursuant to the applicable approval criteria of MCC 35.6175 through 35.6188.~~

~~(JI) Consolidation of Parcels and Lots pursuant to MCC 35.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 35.7797.~~

~~(KJ) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 35.2820 Allowed Uses.~~

35.3125 Review Uses

* * *

~~(D) Signs, pursuant to the provisions of MCC 35.7400 through 35.7505.~~

~~(ED) Off-street parking and loading.~~

~~(FE) Property Line Adjustment pursuant to the provisions of MCC 35.3160.~~

~~(GF) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.~~

~~(HG) Lots of Exception pursuant to the provisions of MCC 35.3160.~~

(~~H~~) Wireless communication facilities that employ concealment technology or co-location as described in MCC 35.6177(B) pursuant to the applicable approval criteria of MCC 35.6175 through 35.6188.

(~~J~~) Consolidation of Parcels and Lots pursuant to MCC 35.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 35.7797.

(~~K~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 35.3120 Allowed Uses.

35.3325 Review Uses

* * *

(~~D~~) Signs pursuant to the provisions of MCC 35.7400 through 35.7505;

(~~E~~) Off-street parking and loading;

(~~F~~) Property Line Adjustment pursuant to the provisions of MCC 35.3360.

(~~G~~) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~H~~) Lots of Exception pursuant to the provisions of MCC 35.3360.

(~~I~~) Wireless communication facilities that employ concealment technology or co-location as described in MCC 35.6177(B) pursuant to the applicable approval criteria of MCC 35.6175 through 35.6188.

(~~J~~) Consolidation of Parcels and Lots pursuant to MCC 35.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 35.7797.

(~~K~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 35.3320 Allowed Uses.

36.2025 Review Uses.

* * *

(~~F~~) Signs, pursuant to the provisions of MCC 36.7400 through 36.7505.

(~~G~~) Off-street parking and loading as required by MCC 36.4100 through 36.4215.

~~(HG)~~ Lot Line Adjustment pursuant to all applicable approval criteria, including but not limited to the provisions of MCC 36.2070.

~~(HI)~~ Placement of structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

~~(JI)~~ Wireless communications facilities that employ concealment technology or co-location as described in MCC 35.6177(B) pursuant to the applicable approval criteria of MCC 36.6175 through 36.6188.

~~(KJ)~~ Lots of Exception pursuant to all applicable approval criteria, including but not limited to MCC 36.2065, 36.2073 and 36.7700 et seq.

~~(LK)~~ Consolidation of Parcels and Lots pursuant to MCC 36.7794.

~~(ML)~~ Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 36.2020 Allowed Uses.

36.2625 Review Uses.

* * *

~~(J)~~ Signs, pursuant to the provisions of MCC 36.7400 through 36.7505.

~~(KJ)~~ Off-street parking and loading pursuant to MCC 36.4100 through 36.4215.

~~(LK)~~ Lot Line Adjustment pursuant to the provisions of MCC 36.2670.

~~(ML)~~ Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

~~(NM)~~ A facility for the processing of farm crops, or the production of biofuel as defined in ORS 215, that is located on a farm operation that provides at least one-quarter of the farm crops processed at the facility. The building established for the processing facility shall not exceed 10,000 square feet of floor area exclusive of the floor area designated for preparation, storage or other farm use or devote more than 10,000 square feet to the processing activities within another building supporting farm uses. A processing facility shall comply with all applicable siting standards but the standards shall not be applied in a manner that prohibits the siting of the processing facility. The siting standards are

the requirements of MCC 36.4100 through MCC 36.4215 (off-street parking), MCC 36.2660(C), (D) & (E) (yards), and MCC 36.7450 (signs).

(~~ON~~) One manufactured dwelling in conjunction with an existing dwelling as a temporary use for the term of a hardship suffered by the existing resident or a relative of the resident. A manufactured dwelling allowed under this provision is a temporary use for the term of the hardship suffered by the existing resident or relative as defined in ORS Chapter 215. The manufactured dwelling shall use the same subsurface sewage disposal system used by the existing dwelling, if that disposal system is adequate to accommodate the additional dwelling. If the manufactured home will use a public sanitary sewer system, such condition will not be required. The Planning Director shall review the permit authorizing such manufactured homes every two years. Within three months of the end of the hardship, the Planning Director shall require the removal of such manufactured homes. A temporary residence approved under this section is not eligible for replacement under MCC 36.2620(J), (L), and (M). Oregon Department of Environmental Quality review and removal requirements also apply. As used in this subsection "hardship" means a medical hardship or hardship for the care of an aged or infirm person or persons.

(1) The health hardship will not:

- (a) Force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; or
- (b) Significantly increase the cost of accepted farm or forest practices on lands devoted to farm or forest use.

(~~PO~~) Parking of no more than seven log trucks shall be allowed in an exclusive farm use zone notwithstanding any other provision of law except for health and safety provisions, unless the log truck parking will:

- (1) Force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest; or
- (2) Significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use.

(~~QP~~) State or regional trail for which a master plan that is consistent with OAR Division 34 State and Local Park Planning has been adopted into the comprehensive plan. Development of the trail and accessory facilities shall be subject to the provisions for Design Review in 36.7000 through 36.7060, and any other applicable zoning code requirements; and

- (1) Accessory facilities including but not limited to parking areas, may only be allowed in the EFU zone if there is no alternative location in another zone and;
- (2) Accessory facilities which must be located in the EFU zone, shall be of a size and scale that is consistent with the rural character of the area.

(~~RQ~~) Consolidation of Parcels and Lots pursuant to MCC 36.7794.

(~~SR~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 36.2620, Allowed Uses.

36.2825 Review Uses.

* * *

(~~C~~) Signs, pursuant to the provisions of MCC 36.7400 through 36.7505.

(~~D~~) Property Line Adjustment pursuant to the provisions of MCC 36.2860.

(~~E~~) Placement of structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~FE~~) Wireless communications facilities that employ concealment technology or co-location as described in MCC 36.6177(B) pursuant to the applicable approval criteria of MCC 36.6175 through 36.6188.

(~~GE~~) State or regional trail for which a master plan that is consistent with OAR Division 34 State and Local Park Planning has been adopted into the comprehensive plan. Development of the trail and accessory facilities shall be subject to the provisions for Design Review in 36.7000 through 36.7060, and any other applicable zoning code requirements. Accessory facilities shall be of a size and scale that is consistent with the rural character of the area.

(~~HG~~) Lots of Exception pursuant to the provisions of MCC 36.2860.

(~~IH~~) Consolidation of Parcels and Lots pursuant to MCC 36.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 36.7797.

(~~J~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 36.2820 Allowed Uses.

36.3125 Review Uses.

* * *

(~~C~~) Signs, pursuant to the provisions of MCC 36.7400 through 36.7505.

(~~D~~) Property Line Adjustment pursuant to the provisions of MCC 36.3160.

(~~E~~) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent

structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~FE~~) Wireless communications facilities that employ concealment technology or co-location as described in MCC 36.6177(B) pursuant to the applicable approval criteria of MCC 36.6175 through 36.6188.

(~~GE~~) State or regional trail for which a master plan that is consistent with OAR Division 34 State and Local Park Planning has been adopted into the comprehensive plan. Development of the trail and accessory facilities shall be subject to the provisions for Design Review in 36.7000 through 36.7060, and any other applicable zoning code requirements. Accessory facilities shall be of a size and scale that is consistent with the rural character of the area.

(~~HG~~) Lots of Exception pursuant to the provisions of MCC 36.3160.

(~~IH~~) Consolidation of Parcels and Lots pursuant to MCC 36.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 36.7797.

(~~J~~) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the "accessory structures" standard in MCC 36.3120 Allowed Uses.

36.3325 Review Uses.

* * *

(~~D~~) ~~Signs pursuant to the provisions of MCC 36.7400 through 36.7505;~~

(~~ED~~) Off-street parking and loading;

(~~FE~~) Property Line Adjustment pursuant to the provisions of MCC 36.3360.

(~~GE~~) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~HG~~) Lots of Exception pursuant to the provisions of MCC 36.3360.

(~~IH~~) Wireless communications facilities that employ concealment technology or co-location as described in MCC 36.6177(B) pursuant to the applicable approval criteria of MCC 36.6175 through 36.6188.

(~~J~~) Consolidation of Parcels and Lots pursuant to MCC 36.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 36.7797.

(~~K~~J) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 36.2820 Allowed Uses.

36.3425 Review Uses.

* * *

(~~B~~) Signs pursuant to the provisions of MCC 36.7400 through 36.7505;

(~~C~~B) Property Line Adjustment pursuant to the provisions of MCC 36.3460.

(~~D~~C) Placement of Structures necessary for continued public safety, or the protection of essential public services or protection of private or public existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements damaged during an emergency/disaster event. This includes replacement of temporary structures erected during such events with permanent structures performing an identical or related function. Land use proposals for such structures shall be submitted within 12 months following an emergency/disaster event. Applicants are responsible for all other applicable local, state and federal permitting requirements.

(~~E~~D) Type B home occupation as provided for in MCC 36.6650 through 36.6660.

(~~F~~E) Wireless communications facilities that employ concealment technology or co-location as described in MCC 36.6177(B) pursuant to the applicable approval criteria of MCC 36.6175 through 36.6188.

(~~G~~F) Temporary uses when approved pursuant to MCC 36.0510 and 36.0515.

(~~H~~G) Lots of Exception pursuant to the provisions of MCC 36.3460.

(~~I~~H) Consolidation of Parcels and Lots pursuant to MCC 36.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 36.7797.

(~~J~~I) Structures or uses customarily accessory or incidental to any use permitted or approved in this district, which do not meet the “accessory structures” standard in MCC 36.3420 Allowed Uses.

34.2630 Conditional Uses

The following uses may be permitted when approved by the Hearings Officer pursuant to the provisions of MCC 34.6300 to 34.6335:

(A) Commercial activities that are in conjunction with a farm use, except for facilities for processing crops that meet the standards for crop source, building size, and other applicable siting standards pursuant to 34.2625(~~N~~M).

* * *

35.2045 Use Compatibility Standards

Specified uses of MCC 35.2025 (C), and (D) and (E) and MCC 35.2030 (A), (B) and (C) may be allowed upon a finding that:

* * *

Section 11. §§ 33.2820, 33.2020, 33.2220, 33.2420, 33.2620, 33.3120, 33.3320, 34.2620, 34.2820, 34.3120, 34.3320, 35.2020, 35.2220, 35.2620, 35.2820, 35.3120, 35.3320, 36.2020, 36.2620, 36.2820, 36.3120, 36.3320, 36.3420, 36.3520 and 36.7450 are amended as follows:

33.2820 Allowed Uses

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

33.2020 Allowed Uses

* * *

(V) Signs, as provided in this chapter.

33.2220 Allowed Uses

* * *

(V) Signs, as provided in this chapter.

33.2420 Allowed Uses

* * *

(V) Signs, as provided in this chapter.

33.2620 Allowed Uses

* * *

(AA) Signs, as provided in this chapter.

33.3120 Allowed Uses

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

33.3320 Allowed Uses

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

34.2620 Allowed Uses

* * *

(AA) Signs, as provided in this chapter.

34.2820 Allowed Uses

* * *

(I) Transportation facilities and improvements that serve local ~~and farm to market travel~~ needs or are part of the adopted Multnomah County Functional Classification of Trafficways ~~map and~~ plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

(J) Signs, as provided in this chapter.

34.3120 Allowed Uses

* * *

(I) Transportation facilities and improvements that serve local ~~and farm to market travel~~ needs or are part of the adopted Multnomah County Functional Classification of Trafficways ~~map and~~ plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

(J) Signs, as provided in this chapter.

34.3320 Allowed Uses

* * *

(J) Signs, as provided in this chapter.

35.2020 Allowed Uses

* * *

(V) Signs, as provided in this chapter.

35.2220 Allowed Uses

* * *

(V) Signs, as provided in this chapter.

35.2620 Allowed Uses

* * *

(AA) Signs, as provided in this chapter.

35.2820 Allowed Uses

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

35.3120 Allowed Uses

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

35.3320 Allowed Uses

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

36.2020 Allowed Uses.

* * *

(W) Signs, as provided in this chapter.

36.2620 Allowed Uses.

* * *

(AA) Signs, as provided in this chapter.

36.2820 Allowed Uses.

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

36.3120 Allowed Uses.

* * *

(I) Signs, as provided in this chapter.

(K) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

36.3320 Allowed Uses

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

36.3420 Allowed Uses.

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

36.3520 Allowed Uses.

* * *

(I) Signs, as provided in this chapter.

(J) Transportation facilities and improvements that serve local needs or are part of the adopted Multnomah County Functional Classification of Trafficways plan, except that transit stations and park and ride lots shall be subject to the provisions of Community Service Uses.

36.7450 Signs Generally in the EFU, CFU, MUA-20, RR, PH-RC, OCL, and OR Zones.

For all uses and sites in the above listed zones, the following types, numbers, sizes and features of signs are allowed. All allowed signs must also be in conformance with the sign development regulations of MCC 36.7460 through 36.7500.

Section 12. The amendments to Chapter 38 Columbia River Gorge National Scenic Area shall be effective upon notification of approval by the Columbia River Gorge Commission and, if necessary, concurrence by the Secretary of Agriculture.

FIRST READING:

January 22, 2009

SECOND READING AND ADOPTION:

January 29, 2009



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandra N. Duffy, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Department of Community Services



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 01/29/09
Agenda Item #: R-2
Est. Start Time: 9:31 AM
Date Submitted: 01/20/09

Agenda Title: **First Reading of a Proposed Special ORDINANCE Designating Disposition of Tax Foreclosed Property and Declaring an Emergency**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: January 29, 2009 Amount of Time Needed: 5 minutes
Department: Non-Departmental Division: County Attorney
Contact(s): Gary Thomas, Tax Title Section
Phone: 503-988-3590 Ext. 22591 I/O Address: 503/1/Tax Title
Presenter(s): Matthew O. Ryan, Assistant County Attorney

General Information

1. What action are you requesting from the Board?

The Tax Title Section is requesting the Board to adopt this Special Ordinance to authorize the sale of certain tax foreclosed property to the sole surviving heir of the former owner of the property.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

On October 13th, 2003 judgment was entered in Multnomah County Circuit Court foreclosing the property tax liens against certain real property described as: N 60' OF LOT 1 BLOCK 18 WILSHIRE (the Property). On October 17, 2005 the County Tax Collector deeded all right, title and interest in the Property to Multnomah County as authorized under ORS 312.200.

On November 5th, 2005, the County's Tax Title Division sent a letter to the former owner of record, Charles V. Jacobson, advising him of his rights to repurchase the tax foreclosed property under Multnomah County Code (MCC) Chapter 7. The letter stated that he must repurchase or vacate the property by December 5th, 2005.

Charles V. Jacobson died in 1997 although the estate of Charles V. Jacobson has not been probated. However, Victor G. Jacobson, the son of Charles; has executed a sworn affidavit affirming he was

the sole heir and only child at the time of his father's death. Victor Jacobson has occupied the property since the death of his father.

Victor Jacobson made some efforts to timely repurchase but did not successfully complete those efforts. However since November 2008, with assistance of his lawyer, Victor Jacobson has managed to obtain financing to pay the minimum price to repurchase as well as to satisfy a prior IRS lien that was imposed against the property.

Under ORS 275.180, the minimum price for which the County can sell the property back to the former owner is not less than the amount of taxes and interest accrued and charged against the property. The County has previously allowed under ORS 275.180 authority; for the sale of tax foreclosed property to the estate or legal heirs of deceased former owners on the premise that the rights of the deceased former owner vest in the decedent's estate.

Although the timeline for repurchase, as provided under MCC 7.402 has passed; Tax Title recommends the Board approve this Special Ordinance allowing the repurchase because the public interest is best served by allowing Victor Jacobson to repurchase the property as opposed to the County taking on the obligations and the oversight and ultimate disposition of this property.

ORS 307.100 requires the payment of all local assessments and liens prior to repurchasing tax foreclosed real property from the County. In the interest of fairness and to prevent potential challenges to the disposition of the property, the Board believes it to be in the best interests of the County to approve this Special Ordinance and remove this property from consideration for alternative disposition under MCC Chapter 7 and authorize the repurchase of the property by Victor G. Jacobson.

This action affects our Vibrant Communities Program Offer by placing a tax foreclosed property back onto the tax roll.

3. Explain the fiscal impact (current year and ongoing).

The repurchase will allow for the recovery of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll (see Exhibit B).

4. Explain any legal and/or policy issues involved.

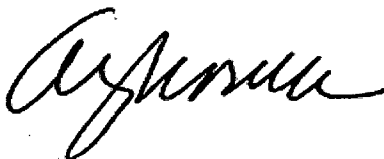
Multnomah County Code Section 7.402 provides for 30 days notice to the former owner of record to repurchase a property foreclosed on for delinquent property taxes. However if the timeline expires without the former owner repurchasing the property and it has not been otherwise disposed of, there is nothing in the Code that precludes the County from selling the property to the former owner.

5. Explain any citizen and/or other government participation that has or will take place.

No citizen or government participation is anticipated.

Required Signature

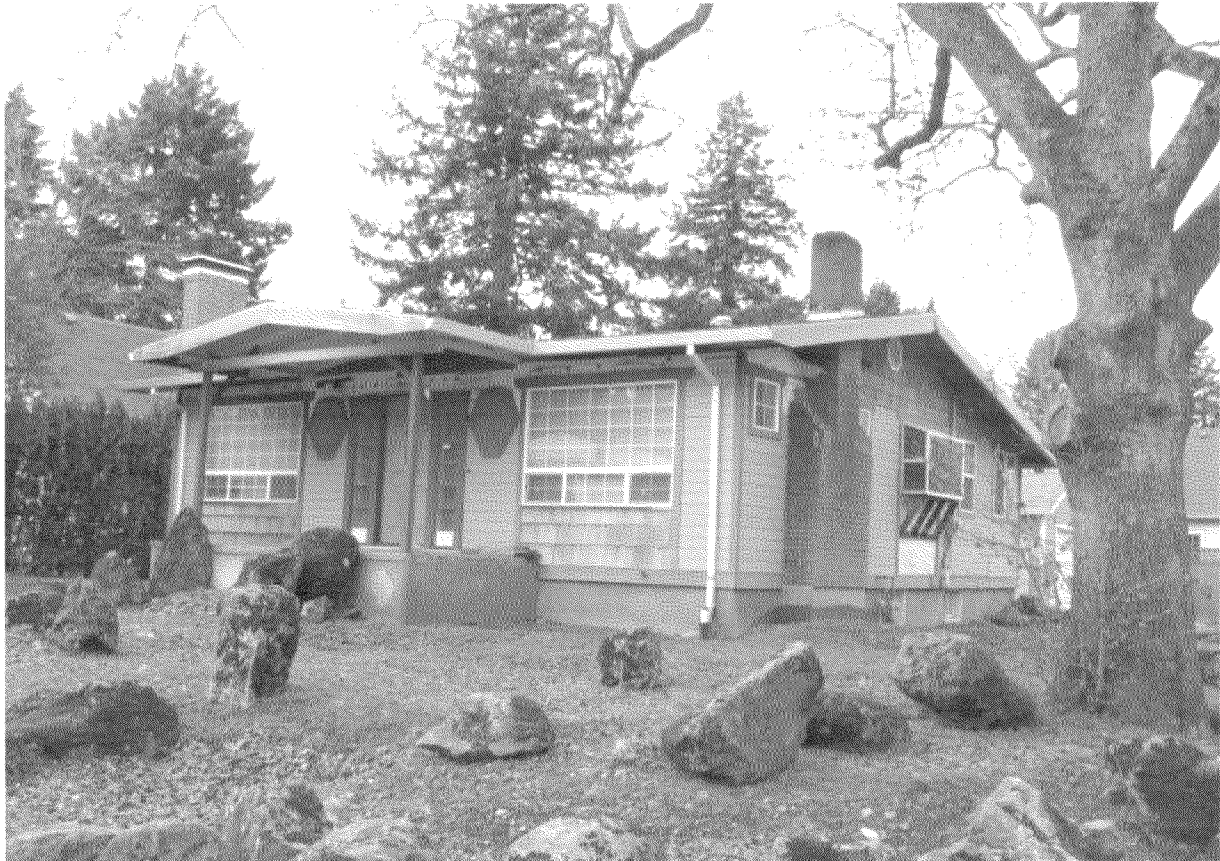
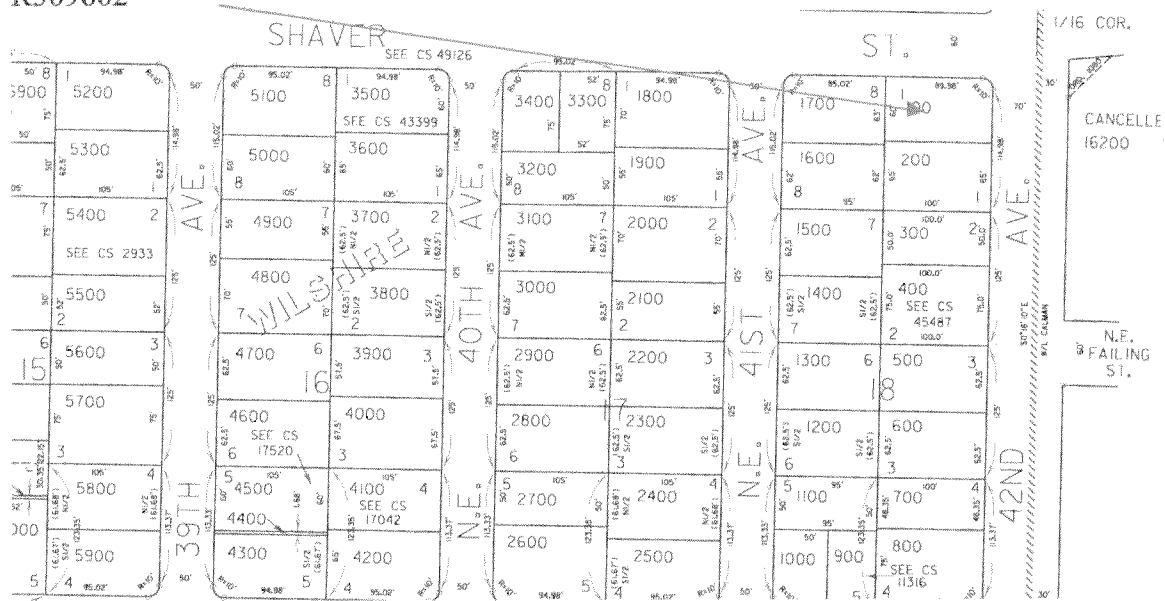
Elected Official or
Department/
Agency Director:



Date: 1-20-2009

EXHIBIT A

R309602



**EXHIBIT B
PROPOSED PROPERTY LISTED FOR REPURCHASE
FISCAL YEAR 2009**

LEGAL DESCRIPTION: R309602

N 60' OF LOT 1 BLOCK 18 WILSHIRE

PROPERTY ADDRESS: 3995 NE 42nd Ave

TAX ACCOUNT NUMBER: R309602

GREENSPACE DESIGNATION: No designation

SIZE OF PARCEL: 6,000 SF

ASSESSED VALUE: \$330,140

TOTAL PRICE OF ITEMIZED EXPENSES FOR REPURCHASE OF BOTH PROPERTIES

BACK TAXES & INTEREST:

\$38,340.49

TAX TITLE MAINTENANCE COST & EXPENSES:

\$1033.50

PENALTY & FEE:

\$787.74

CITY LIENS

\$0

MINIMUM PRICE REQUEST FOR REPURCHASE

\$40,161.83

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Special Ordinance Designating Disposition of Tax Foreclosed Property and Declaring an
Emergency

The Multnomah County Board of Commissioners Finds:

- a. On October 13th, 2003 judgment was entered in Multnomah County Circuit Court foreclosing the property tax liens against certain real property described as:

N 60' OF LOT 1 BLOCK 18 WILSHIRE

(the Property). On October 17, 2005 the County Tax Collector deeded all right, title and interest in the Property to Multnomah County as authorized under ORS 312.200.

- b. On November 5th, 2005 County's Tax Title Division sent a letter to the former owner of record, Charles V. Jacobson, advising him of his rights to repurchase the tax foreclosed property under Multnomah County Code (MCC) Chapter 7. The letter stated that he must repurchase or vacate the property by December 5th, 2005.
- c. Charles V. Jacobson died in 1997; although the estate of Charles V. Jacobson has not been probated. However, Victor G. Jacobson, the son of Charles; has executed a sworn affidavit affirming he was the sole heir and only child at the time of his father's death. Victor Jacobson has occupied the property since the death of his father.
- d. Victor Jacobson made some efforts to timely repurchase but did not successfully complete those efforts. However since November 2008, with assistance of his lawyer, Victor Jacobson has managed to obtain financing to pay the minimum price to repurchase as well as to satisfy a prior IRS lien that was imposed against the property.
- e. Under ORS 275.180, the minimum price for which the County can sell the property back to the former owner is not less than the amount of taxes and interest accrued and charged against the property. The County has previously allowed under ORS 275.180 authority; for the sale of tax foreclosed property to the estate or legal heirs of deceased former owners on the premise that the rights of the deceased former owner vest in the decedent's estate.
- f. Although the timeline for repurchase, as provided under MCC 7.402 has passed; Tax Title recommends the Board approve this Special Ordinance allowing the repurchase because the public interest is best served by allowing Victor Jacobson to repurchase the property as opposed to the County taking on the obligations and the oversight and ultimate disposition of this property.
- g. ORS 307.100 requires the payment of all local assessments and liens prior to repurchasing tax foreclosed real property from the County.

- h. In the interest of fairness and to prevent potential challenges to the disposition of the property, the Board believes it to be in the best interests of the County to approve this Special Ordinance and remove this property from consideration for alternative disposition under MCC Chapter 7 and authorize the repurchase of the property by Victor G. Jacobson.

Multnomah County Ordains as follows:

Section 1. Notwithstanding MCC 7.402; Multnomah County is authorized to sell to Victor G. Jacobson the real property described above in compliance with the requirements of ORS 275.180.

Section 2. The County Chair is authorized to execute a Deed in substantial compliance with the attached deed identified as Exhibit A.; conveying the real property described above to Victor G. Jacobson.

Section 3. This ordinance, being necessary for the health, safety, and general welfare of the people of Multnomah County, an emergency is declared and the ordinance takes effect upon its signature by the County Chair.

FIRST READING:

January 29, 2009

SECOND READING AND ADOPTION:

February 5, 2009

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:
M. Cecilia Johnson, Director, Dept. of Community Services

Until a change is requested, all tax statements
Shall be sent to the following address:
VICTOR G. JACOBSON
3995 NE 42nd AVE
PORTLAND or 97213-1009

Exhibit A

After recording return to:
Multnomah County Tax Title 503/4

Deed D092181 for R309602

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, conveys to Victor G. Jacobson, **Grantee**, the following described real property located in Multnomah County, Oregon:

N 60' OF LOT 1 BLOCK 18 WILSHIRE

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

The true consideration paid for this transfer is \$40,161.83.

IN WITNESS WHEREOF, The Multnomah County Board of Commissioners by authority of a Resolution of the Board, entered of record: has caused this deed to be executed by the chair of the County Board.

Dated this 5th day of February 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 5th day of February, 2009, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/09



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 01-29-09
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 01/29/09
Agenda Item #: R-3
Est. Start Time: 9:35 AM
Date Submitted: 01/20/09

Agenda Title: **NOTICE OF INTENT to Apply for the Juvenile Justice Advisory Committee Formula Grant in the Amount of \$100,000**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: January 29, 2009 **Amount of Time Needed:** 3 minutes
Department: Dept. of Community Justice **Division:** Juvenile Services Division
Contact(s): Thach Nguyen
Phone: 503-988-5635 **Ext.** 85635 **I/O Address:** 311 / 1
Presenter(s): Thach Nguyen, Jan Bishop, & Scott Williams

General Information

1. What action are you requesting from the Board?

The Department of Community Justice (DCJ) requests approval to apply for the Juvenile Justice Advisory Committee (JJAC) formula grant in the amount of \$100,000 for a one year period. This is a Federal Grant from the U.S. Department of Justice (USDOJ) which is administered and distributed by the State of Oregon Commission on Children and Families (OCCF).

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

In 2008 the JJAC members determined their number one priority to be addressing the disproportionate minority contact (DMC). The extent of the DMC varies by jurisdiction, racial/ethnic group, and the points of contact within the juvenile justice system.

The percentage of African Americans supervised by our Department is higher than the percentages of these groups in Multnomah County. We refer to this as "minority overrepresentation", "disproportionate minority contact" or "racial and ethnic disparity."

The criminal referral rate for African American youth compared to their numbers in the population

is four times higher than that of white youth. African American youth are more likely to be committed to a youth correctional facility than white youth (source: DCJ Juvenile Minority Overrepresentation Reports). In 2007 African American youth comprised 10 % of the population in Multnomah County, but 43% of the youth in detention on the average day.

DCJ was asked to apply for this grant by OCCF to reduce disproportionate minority contact and overrepresentation of African American youth in the juvenile justice system.

DCJ has been implementing many best practices to reduce disproportionate minority contact and overrepresentation of African American youth in the juvenile justice system. However, there are several areas that we need to be continuously improving practices. If this grant is awarded DCJ plans to use the funds to create a mentoring program which addresses the minority overrepresentation of African American youth in the Multnomah County juvenile justice system. OJDDP acknowledges that mentoring is an effective way to prevent at-risk youth from becoming involved in delinquency and also to help already delinquent youth change their lives for the better. The \$100,000 would be used for a new 1.00 FTE Juvenile Court Counselor (JCC) and pro-social activities for youth. The JCC would be responsible for recruiting and training professionals in the African-American community to volunteer as mentors and to coordinate the pro-social activities for the youth.

This grant enhances FY-2010 program offer: 50013 - Juvenile Gang Resource Intervention Team (GRIT).

3. Explain the fiscal impact (current year and ongoing).

DCJ is requesting \$100,000 to be spent from July 1, 2009 to June 30, 2010. This includes \$91,458 in Direct expenses and \$8,542 in Central and Departmental Indirect expenses.

4. Explain any legal and/or policy issues involved.

The grantee (DCJ) shall meet the following requirements:

Formula grant recipients and their subrecipients must comply with the provisions in the federal Financial Guide, found at www.ojp.usdoj.gov/FinGuide.

5. Explain any citizen and/or other government participation that has or will take place.

DCJ will recruit and train professionals in the African-American community to volunteer as mentors to the youth.

ATTACHMENT A

Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**

This is a Federal Grant from the U.S. Department of Justice (USDOJ) which is administered and distributed by the State of Oregon Commission on Children and Families (OCCF).

- **Specify grant (matching, reporting and other) requirements and goals.**

The goal of this grant is to reduce disproportionate minority contact and overrepresentation of African American youth in the juvenile justice system. DCJ is proposing to use these funds to provide mentoring services in order to reduce overrepresentation.

Grant recipients are required to provide quarterly progress reports and submit quarterly requests for reimbursement.

A 25% in-kind match is required. A portion of an existing DCJ Community Justice Manager position will be used to meet this match requirement in the amount of \$25,000.

- **Explain grant funding detail – is this a one time only or long term commitment?**

The grant funding is one time only with the possibility to reapply the following year if funding is made available.

- **What are the estimated filing timelines?**

The filing deadline is February 6, 2009.

- **If a grant, what period does the grant cover?**

July 1, 2009 through June 30, 2010

- **When the grant expires, what are funding plans?**

There is the possibility for the grant to continue in subsequent years based on funding availability, as well as grantee's performance and compliance with the prior year's award conditions. If funding is not available and no alternative funding can be found the program will be scaled back to its original size.

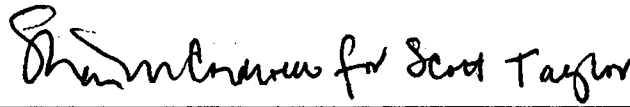
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

This grant provides for Central Indirect and Department Indirect costs at a maximum of 10%.

ATTACHMENT B

Required Signatures

Elected Official or
Department/
Agency Director:

for Scott Taylor

Date: 01/20/09

Budget Analyst:



Date: 01/20/09



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 01-29-09
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 01/29/09
Agenda Item #: R-4
Est. Start Time: 9:38 AM
Date Submitted: 01/20/09

Agenda Title: NOTICE OF INTENT to Submit a Grant Application to the Northwest Health Foundation "Health Reform Advocacy Small Grant Program"

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: January 29, 2009 Amount of Time Needed: 5 minutes
Department: Health Division: Community Health Services
Contact(s): Tricia Tillman, Nicole Hermanns
Phone: 503-988-3663 Ext. 26314 I/O Address: 160/9
Presenter(s): Tricia Tillman, Program Manager, Health Equity Initiative

General Information

1. What action are you requesting from the Board?

Authorize the Director of the Health Department to apply for up to \$10,000 in grant funding through the Northwest Health Foundation "Health Reform Advocacy Small Grant Program" to support the ongoing development and implementation of the Health Equity Initiative.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The state of the health care system in the United States is in crisis, with 47 million people without insurance and many more underinsured. In addition, there are increasing disparities and health inequities between different demographic and socioeconomic groups in our society.

Health care providers of all types, including doctors, nurses, community health workers, support staff, and allied health professionals, play an important role in society. They hold a position of respect, and often have power to enact change. Often times, health care providers focus their energy on patient care, research, and teaching. Even those interested in public health and larger social justice issues tend to direct their energy towards individual patient care in medical clinics for the underserved, such as the Multnomah County Health Department Clinics. The time has come to

engage health care providers to use their education and societal influence to engage in provider activism to help make social change.

This grant will provide funding for one year to support the education and engagement of health care professionals in health advocacy to support systemic changes to improve the health of our communities.

3. Explain the fiscal impact (current year and ongoing).

The Health Department will request up to \$10,000 through the NWHF Health Reform Advocacy Small Grant Program. Funds will be used to support a health advocacy campaign through the Health Equity Initiative.

4. Explain any legal and/or policy issues involved.

The project will focus on legislative issues such as Universal Health Care and the recommendations put forth by the Oregon Health Fund Board.

5. Explain any citizen and/or other government participation that has or will take place.

Health care providers in our community will engage in advocacy activities to support policies that will improve our health care system and the health of our communities.

ATTACHMENT A

Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**

The Northwest Health Foundation (NWHF).

- **Specify grant (matching, reporting and other) requirements and goals.**

There is no match required for this grant. Applicants must attend a health advocacy reform training on January 20th, 2009. Funded agencies are required to submit regular progress reports. The goal of the grant program is to engage "organizations that serve Oregon's medically and economically vulnerable populations in health reform activity".

- **Explain grant funding detail – is this a one time only or long term commitment?**

The NWHF will make up to 15 awards of \$5,000-\$10,000 for a one year project period. This is a one-time grant that will support the ongoing work of the Health Equity Initiative.

- **What are the estimated filing timelines?**

Grant applications are due on February 4, 2009.

- **If a grant, what period does the grant cover?**

Funds will be awarded by the end of February, 2009 for a one year project period.

- **When the grant expires, what are funding plans?**

When the grant expires, the project will be over. MCHD grant writers will continue to look for additional funding to support health advocacy and the work of the Health Equity Initiative.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

These costs will be covered through the grant. This grant will not involve the hiring of any new staff and will not incur any facilities charges that are not currently budgeted for.

ATTACHMENT B

Required Signatures

Elected Official or
Department/
Agency Director:

Lillian Shirley

Date: 1/20/2009

Budget Analyst:

Angela Burdine

Date: 01/21/09



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 01/29/09
Agenda Item #: R-5
Est. Start Time: 9:40 AM
Date Submitted: 01/21/09

Agenda Title: **RESOLUTION Approving a Real Property Lease with Osbeck Properties LLC, for the New North Portland Library Branch, Located at 8226 North Denver Avenue in Portland, Oregon**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: January 29, 2009 Amount of Time Needed: 10 minutes
Department: Non-Departmental Division: District 2
Contact(s): Mike Sublett, Facilities and Property Management Division (FPM)
Phone: (503) 988-4149 Ext. 84149 I/O Address: 274
Karol Collymore, District 2; Molly Raphael, Library; and, Mike Sublett, Facilities and Property Management Division
Presenter(s): Property Management Division

General Information

1. What action are you requesting from the Board?

Approve a Real Property Lease with Osbeck Properties LLC, for the New North Portland Library Branch, Located at 8226 North Denver Avenue and 2020 North McClellan Street in Portland, Oregon

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Planning for new libraries in North Portland and Troutdale began in 1999, although new branches were not specified in the 1997 or 2002 levy language. The County's previous siting process in both areas ended in 2003, due to County budget cuts. Measure No. 26-81, passed by voters in 2006, specifically calls for new libraries in North Portland and Troutdale. The Library's budget includes funding for siting a leased space for a library, constructing tenant improvements, purchasing computers and peripherals, and building the opening day collection. Funding for operations beginning mid-year 2009 is included in the 2006 levy rate. Resolution 08-095, adopted June 26, 2008, directed the Multnomah County Library ("Library") and Facilities and Property Management Division ("Facilities") to commence exclusive lease negotiations with Craig Osbeck, ("Landlord")

owner of the property at 8226 North Denver Avenue in Portland, Oregon ("Property"), for the site of the new North Portland Library Branch. The Library and Facilities were directed to submit to the Board for consideration a draft lease for the Property as soon as practicable. After extensive due diligence, lease negotiations, and preliminary design, for the past six months, the Library and Facilities have negotiated the attached Lease with the Landlord and his representatives for the Property. It is substantially in conformance with the Landlord's response to the Lease Terms Solicitation issued in 2008. It is recommended that it is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached Lease.

3. Explain the fiscal impact (current year and ongoing).

The annual net base rent for the lease will be \$102,000, to be paid out of existing Library budget. The capital improvements will be subject to a separate action under the FAC1 Administrative procedure.

4. Explain any legal and/or policy issues involved.

none

5. Explain any citizen and/or other government participation that has or will take place.

none

Required Signature

Elected Official or
Department/
Agency Director:

Carol M. Ford

Date: 01/21/09

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving a Real Property Lease with Osbeck Properties LLC, for the New North Portland Library Branch, Located at 8226 North Denver Avenue in Portland, Oregon

The Multnomah County Board of Commissioners Finds:

- a. Measure No. 26-81, "Renew Five-Year Local Option Levy to Continue Library Services", approved in November 2006, included a specific requirement for new library branches in North Portland and East County. Funding for operations beginning in 2009 is included in the 2006 levy rate. There are separate program offers for siting leased library premises, constructing tenant improvements, purchasing computers and peripherals, and building the opening day collection.
- b. Resolution 08-095, adopted June 26, 2008, directed the Multnomah County Library ("Library") and Facilities and Property Management Division ("Facilities") to commence exclusive lease negotiations with Craig Osbeck, ("Landlord") owner of the property at 8226 North Denver Avenue in Portland, Oregon ("Property"), for the site of the new North Portland Library Branch. The Library and Facilities were directed to submit to the Board for consideration a draft lease for the Property as soon as practicable.
- c. After extensive due diligence, lease negotiations, and preliminary design, the Library and Facilities have negotiated the attached Lease with the Landlord and his representatives for the Property.
- d. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached Lease.

The Multnomah County Board of Commissioners Resolves:

1. The County Chair is authorized to execute a Lease substantially in conformance with the Lease attached to this Resolution.
2. The Library and Facilities are directed to prepare and to submit to the Board as soon as practicable, the capital planning requirements for the North Portland branch library approved in this Resolution under Multnomah County Administrative Procedure FAC-1.

ADOPTED this 29th day of January 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John S. Thomas, Deputy County Attorney

SUBMITTED BY:
Carol M. Ford, Director, Dept. of County Management

SINGLE-TENANT NET LEASE
(OREGON)

SECTION 1. LEASE TERMS.

1.1 Date of Lease _____

1.2 Tenant: Multnomah County, Oregon
Trade Name: Multnomah County Library
Premises Address: 8226 North Denver Avenue
Portland, OR 97217

Notice Address: 401 North Dixon
Portland, OR 97227
Phone: 503-988-3322

1.3 Landlord: Osbeck Properties LLC
Notice Address: PO Box 17458
Portland, OR 97217

Address For Payment of Rent: Osbeck Properties LLC
PO Box 17458
Portland, OR 97217

1.4 Premises: That certain real property, the building thereon (the "Building"), and the adjacent parking lot and improvements ("Parking Lot") with street addresses of 8226 North Denver Avenue and 1910 N. McClellan in Portland, Oregon, as described on Exhibit A.

1.5 Building Area: Approximately 5,000 square feet on the Lease Commencement Date with an addition of approximately 1000 square feet to be added by Tenant all as described on Exhibit B.

1.6 Permitted Use of Premises:
A branch public library and ancillary uses.

1.7 Term of Lease:

Lease Commencement Date: Upon Execution
Lease Expiration Date: December 31, 2019
Rent Commencement Date: January 1, 2010

1.8 Base Rent: \$ 8,500/per Month

1.9 Adjustment of Base Rent:

Months	New Base Rent/Month
<u>1-12</u>	<u>\$8,500</u>
<u>13-24</u>	<u>\$8,755</u>
<u>25-36</u>	<u>\$9,018</u>
<u>37-48</u>	<u>\$9,289</u>
<u>49-60</u>	<u>\$9,568</u>
<u>61-72</u>	<u>\$9,855</u>
<u>73-84</u>	<u>\$10,151</u>
<u>85-96</u>	<u>\$10,456</u>
<u>97-108</u>	<u>\$10,770</u>
<u>109-120</u>	<u>\$11,093</u>

1.10 Prepaid Rent: N/A

1.11 Security Deposit: \$ N/A

1.12 Broker(s): Landlord's Agent: GVA Kidder Mathews
Tenant's Agent: N/A

1.13 Guarantors: N/A

1.14 Exhibits:

The following Exhibits are attached hereto and incorporated as a part of this Lease:

Exhibit "A" - Legal Description of the Premises

Exhibit "B" - Site Plan of the Premises

Exhibit "C" - Tenant Improvements

Exhibit "D" - Right of First Negotiation

Exhibit "E" - Option to Extend

THIS SINGLE-TENANT COMMERCIAL LEASE is made and entered into between Landlord and Tenant on the Date of Lease set forth in Section 1.1. The defined terms used in this Lease ("Lease Terms") shall have the meanings and definitions given them in Section 1. The Lease Terms, the Exhibits, the Addendum or Addenda described in the Lease Terms, and this Lease agreement are and shall be construed as a single instrument and are hereinafter referred to as the "Lease."

Now, therefore, for valuable consideration, Landlord and Tenant covenant and agree as follows:

SECTION 2. LEASE OF PREMISES.

2.1 Lease. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises.

2.2 Term. The Lease Term shall be for the period commencing on the Lease Commencement Date and expiring on the Lease Expiration Date.

2.3 Delivery of Possession. Delivery of possession of the Premises (the "Possession Date") will occur not later than 10 days after the Lease Commencement Date.

The Lease Commencement Date shall be the same as the "Possession Date" as defined above. Rent shall commence January 1, 2010.

2.4 Expiration Date. The Expiration Date of this Lease shall be the date stated in Section 1.7.

SECTION 3. RENT PAYMENT.

3.1 Rent. Tenant shall pay to Landlord all Rent for the Premises without demand, deduction or offset. The term "Rent" as used in this Lease shall include Base Rent, Additional Rent (as hereinafter defined) and all other sums due under the Lease. Rent is payable by Tenant in advance on the first day of each month commencing on the Rent Commencement Date. Rent for any partial calendar month shall be prorated based on a thirty (30)-day month for the number of days during that partial month the Premises are occupied by Tenant. The parties agree that the Rent has been established to reflect below market rent resulting from the fact that Tenant is exempt from paying real property taxes.

3.2 Additional Rent. The term "Additional Rent" means amounts set forth under Section 5 and any other sums payable by Tenant to Landlord under this Lease.

3.3 Lease Year. The term "Lease Year" shall mean each calendar year of the Term. In the event the Lease Commencement Date or the Expiration Date occurs on any date other than the first day of the calendar year, the calculations, costs and payments referred to herein shall be prorated for such calendar year.

3.4 Late Charge; Interest. Landlord may impose a late charge of five percent (5%) of Rent then due of Rent paid more than ten (10) days after rent is due. Tenant agrees that late payment by Tenant to Landlord of any Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Landlord of any other remedies available for Tenant's default of this Lease. In addition to the Late Charge, Tenant shall pay Landlord an additional charge of \$75 for any checks returned due to insufficient funds.

3.5 Disputes. If Tenant disputes any charge for Additional Rent or any Rent adjustment under this Section 3, Tenant shall give notice to Landlord not later than thirty (30) days after receipt of the notice from Landlord describing the charge or adjustment in question, and in no event later than ninety (90) days after expiration or earlier termination of this Lease. If Tenant fails to give such notice to Landlord, the charge or adjustment by Landlord shall be conclusive and binding on Tenant. If Tenant delivers timely notice, the challenged charge or adjustment shall be conclusively resolved by an independent certified public accountant selected by the parties. Each party shall pay one-half (1/2) of the fee charged by the accountant selected to decide the matter, except that if the adjustment in favor of Tenant does not exceed five percent (5%) of the challenged amounts, Tenant shall pay (a) the entire cost of the accountant's fee; and (b) all reasonable out-of-pocket costs and expenses incurred by Landlord in responding to the challenge. In the alternative, if the adjustment in favor of Tenant is equal to or exceeds five percent (5%) of the challenged amounts, Landlord shall pay (i) the entire cost of the accountant's fee, and (ii) all reasonable out-of-pocket costs and expenses incurred by Tenant in challenging such charge or adjustment. Nothing herein shall be deemed to alter any other obligations of Tenant or Landlord as required by this Lease.

SECTION 4. USE OF PREMISES.

4.1 Permitted Use. Tenant may use the Premises for Tenant's Permitted Use and for no other purpose without Landlord's written consent. Tenant shall not cause any nuisance nor permit any objectionable fumes,

1 electromagnetic waves, vibration, noise, light, or radiation to be emitted from the Premises. Tenant shall not engage
2 in any activities that will in any manner degrade or damage the reputation of the Premises or increase Landlord's
3 insurance rates for any portion of the Premises.

4
5 4.2 Equipment. Tenant shall only install such equipment in the Premises as is customary for the
6 Permitted Use and shall not overload the floors or electrical circuits of the Premises or change the wiring or plumbing
7 of the Premises. Tenant shall obtain Landlord's prior written consent to the location of and manner of installing any
8 plumbing, wiring or electrical, heating, heat-generating or communication equipment or unusually heavy articles. Any
9 equipment, cables, wiring, conduit, additional dedicated circuits and any additional air conditioning required because
10 of any such equipment installed by Tenant shall be installed, maintained and operated at Tenant's sole expense and
11 in accordance with Landlord's requirements. Tenant shall not install any equipment on or through the roof of the
12 Building without first having obtained the prior written consent of Landlord, which consent Landlord shall not
13 unreasonably withhold.

14
15 4.3 Compliance with Laws. Landlord warrants that as of the Lease Commencement Date, the
16 Premises will comply with all applicable laws, statutes, ordinances, rules and regulations of any public authority for
17 the uses permitted under this Lease. (the "Laws").

18
19 4.4 Acceptance of Premises. Tenant accepts the premises "As Is" provided that, if Tenant shall be
20 unable, in spite of Tenant's best efforts, to obtain a conditional use permit, Design Review approval, and related
21 regulatory approvals for the Tenant's intended use of the Premises as a branch library and ancillary uses, Tenant
22 shall be entitled to terminate this lease upon written notice to Landlord. Upon such termination, neither party shall
23 have any liability to the other by reason of this Lease.

24 25 SECTION 5. TAXES AND INSURANCE

26
27 5.1 Taxes. The term "Taxes" shall include (i) all real and personal property taxes, charges, rates,
28 duties and assessments (including local improvement district assessments) levied or imposed by any governmental
29 authority with respect to the Premises and Building and any improvements, fixtures and equipment located therein or
30 thereon, and with respect to all other property of Landlord, real or personal, located in or on the Premises and
31 Building, and used in connection with the operation of the Building; (ii) any tax in lieu of or in addition to, or
32 substitution of a real property tax; and (iii) any tax or excise levied or assessed by any governmental authority on the
33 Rent payable under this Lease or Rent accruing from the use of the Premises and Building, provided that this shall
34 not include federal or state, corporate or personal income taxes. If Landlord receives a refund of Taxes, then
35 Landlord shall credit such refund, net of any professional fees and costs incurred by Landlord to obtain the same,
36 against the Taxes for the Lease Year (as defined below) to which the refund is applicable or the current Lease Year,
37 at Landlord's option. Notwithstanding the foregoing, Tenant shall pay before delinquency all taxes, assessments,
38 licenses, fees and charges assessed, imposed or levied on (a) Tenant's business operations, (b) all trade fixtures, (c)
39 leasehold improvements, (d) merchandise and (e) other personal property on the Premises.

40
41 Notwithstanding the above, Tenant intends to seek exemption from such real property taxes
42 pursuant to ORS 307.112. To the extent Tenant obtains such an exemption, Tenant shall not be required to pay an
43 additional sum to Landlord for such Taxes, but shall remain liable for all Taxes for which it does not receive an
44 exemption. Such Taxes (non-exempt) and insurance for the year in which the Lease commences and terminates will
45 be prorated and adjusted for any partial year. Tenant will pay such charges within five (5) days after notice from
46 Landlord of the amount due, or, in the case of personal property taxes, within five (5) days after receipt of notice from
47 the taxing authority of the amount due.

48
49 5.2 Tenant's Insurance. Tenant shall obtain comprehensive general liability insurance applying to the
50 use and occupancy of the Premises with limits of not less than Three Million Dollars (\$3,000,000) combined single
51 limit bodily injury and property damage. Such liability insurance shall include an endorsement naming Landlord, any
52 lender and Landlord's managing agent, if any, as additional insureds, shall insure the liability of Tenant under Section
53 10.1 of this Lease, and be in form and with companies reasonably approved by Landlord. Prior to possession or any
54 work by performed by Tenant, Tenant shall deliver to Landlord a certificate evidencing such insurance that shall

1 require no less than thirty (30) days' prior written notice to Landlord prior to any cancellation or material change. No
2 later than thirty (30) days' prior to expiration of any policy, Tenant shall deliver a renewal certificate to Landlord for
3 such insurance policy.
4

5 Tenant shall, at Tenant's expense, obtain and keep in force during the Lease Term an "all risk" insurance
6 policy with a sprinkler damage endorsement covering Tenant's personal property, inventory, alterations, fixtures,
7 equipment, plate glass and leasehold improvements located on or in the Premises, in an amount not less than one
8 hundred percent (100%) of their actual replacement value, providing coverage for risk of direct physical loss or
9 damage including sprinkler leakage, vandalism and malicious mischief. During the Lease Term, the proceeds of such
10 insurance coverage shall be used to repair or replace the personal property, inventory, alterations, fixtures, equipment
11 and leasehold improvements so insured, if the Premises are rebuilt following the casualty, and Landlord shall have no
12 claim to such proceeds.
13

14 At all times during the Lease Term and any extensions or renewals, Tenant agrees to keep and maintain,
15 and cause Tenant's agents, contractors, or subcontractors to keep and maintain, workmen's compensation insurance
16 and other forms of insurance as may from time to time be required by law or may otherwise be necessary to protect
17 Landlord and the Premises from claims of any person who may at any time work on the Premises, whether as a
18 servant, agent, or employee of Tenant or otherwise. This insurance shall be maintained at the expense of Tenant or
19 Tenant's agents, contractors, or subcontractors and not at the expense of Landlord.
20

21 Tenant is self-insured for the risks for which insurance is required under Section 5.2. So long as Tenant
22 remains self-insured, Tenant shall not be required to provide the insurance required by this paragraph. If requested,
23 Tenant shall provide to Landlord a certificate of self-insurance.
24

25 5.3 Landlord's Insurance; Types of Coverage. During the Lease Term, Landlord shall maintain in full
26 force and effect a policy or policies of insurance covering the Premises, which shall provide coverage against such
27 risks as are commonly covered under a "special form/all-risk" policy (including earthquake and/or flood coverage, at
28 Landlord's election), together with loss of rents and secondary liability insurance. Such insurance shall contain such
29 policy limits and deductibles, shall be competitively obtained through such insurance company or companies, and
30 shall be in such form as Landlord deems appropriate and is commercially reasonable, and shall provide coverage for
31 one hundred percent (100%) of the replacement value of the Building. All insurance proceeds payable under
32 Landlord's casualty insurance carried hereunder shall be payable solely to Landlord, and Tenant shall have no
33 interest therein.
34

35 5.4 Written Statement of Estimate. Prior to the Lease Commencement Date, Landlord shall furnish
36 Tenant with a written statement setting forth Landlord's estimate of the cost of Insurance for the first Lease Year.
37 Thereafter, prior to the commencement of each Lease Year after the first Lease Year, Landlord shall furnish Tenant
38 with a written statement setting forth the estimated cost of Insurance for the next Lease Year. Tenant shall pay to
39 Landlord as Additional Rent commencing on the Lease Commencement Date, and thereafter on the first day of each
40 calendar month, an amount equal to one-twelfth (1/12th) of the amount of the estimated cost of Insurance, as shown
41 in Landlord's written statement for that Lease Year. In the event Landlord fails to deliver said written estimate, Tenant
42 shall continue to pay to Landlord an amount equal to one-twelfth (1/12th) of the estimated cost of Insurance for the
43 immediately preceding Lease Year until Landlord does furnish the written estimate. Upon receipt of such written
44 estimate, Tenant shall pay an amount equal to the difference between the estimated cost of Insurance for the expired
45 portion of the current Lease Year and the Tenant's actual payments during such time, and any payments by Tenant in
46 excess of the estimated cost of Insurance shall be credited to the next due payment of Rent from Tenant. Landlord
47 reserves the right, from time to time, to adjust the estimated cost of Insurance, and Tenant shall commence payment
48 of one-twelfth (1/12th) of such revised estimate on the first day of the month following receipt of the revised estimate.
49

50 5.5 Final Written Statement. Within one hundred twenty (120) days after the close of each Lease Year
51 during the Term, Landlord shall deliver to Tenant a written statement (the "Operating Statement") setting forth the
52 actual cost of Insurance for the Property for the preceding Lease Year for each such item. In the event the actual
53 cost of Insurance for the preceding Lease Year is greater than the amount paid by Tenant for such Insurance,
54 Tenant shall pay the amount due to Landlord as Additional Rent within thirty (30) days after receipt by Tenant of such

statement. In the event the actual cost of Insurance for the preceding Lease Year is less than the amount paid by Tenant for such Insurance, then Landlord shall, at Landlord's election, either (i) pay the amount of Tenant's overpayment to Tenant within thirty (30) days following the date of such statement or (ii) apply such overpayment to Tenant's next Rent payment, reimbursing only the excess over such next Rent payment, if any. If a Lease Year ends after the expiration or termination of this Lease, any Additional Rent in respect thereof that is payable under this Section shall be paid by Tenant within ten (10) days of its receipt of the Operating Statement for such Lease Year, and any Additional Rent paid by Tenant in excess of the amount due under this Lease for the portion of the Lease Year after expiration or termination of this Lease shall be refunded by Landlord to Tenant within ten (10) days of the expiration of that Lease Year. The late delivery of any written statement by Landlord shall not constitute a waiver of Tenant's obligation to pay Insurance, but Landlord shall use reasonable efforts to deliver such written statements as soon as reasonably possible after the commencement of each Lease Year.

5.6 Tenant Examination. The Operating Statement referred to herein need not be audited but shall contain sufficient detail to enable Tenant to verify the calculation of Insurance for the Premises. In addition, Tenant, upon at least five (5) days' advance written notice to Landlord and during business hours, may examine any records used to support the figures shown on the Operating Statement, provided however, that Tenant shall only be entitled to make such an examination twice in each Lease Year, and the examination shall not be conducted by anyone who is engaged on a contingent fee basis to represent Tenant. Tenant and any person conducting the examination on behalf of Tenant shall enter into a confidentiality agreement reasonably satisfactory to Landlord and Tenant.

SECTION 6. MAINTENANCE AND REPAIR.

6.1 Landlord Repairs. Landlord shall repair, maintain and/or replace, where necessary, the foundations, exterior walls, Parking Lot, including seal coating and striping, roof structure, downspouts and gutters serving the Premises (excluding therefrom the interior doors and windows, plate glass and except for reasonable wear and tear, any damage thereto caused by any act, negligence or omission of Tenant or its employees, agents, invitees, licensees, contractors or subtenants, damage or destruction caused by any casualty not required to be repaired under Section 12 and any condemnation or taking of the Building or any portion of or interest therein governed by Section 11), ("Landlord Repairs"). Landlord shall not be responsible for any such Landlord Repairs to the extent that Landlord establishes that such repairs are necessary because of design or construction defects in work done as part of Tenant's Improvements described in Exhibit C or any other work done by Tenant under this Lease. Tenant expressly waives the benefits of any statute now or later in effect that would otherwise give Tenant the right to make repairs at Landlord's expense and deduct that cost from Rent owing to Landlord.

6.2 Tenant's Repairs. Except for Landlord Repairs set forth in Section 6.1 above, Tenant shall:

- (a) maintain all portions of the Building and fixtures situated within the Building in good order and repair;
- (b) maintain, repair and replace, if necessary, all special equipment, and decorative treatments installed by or at Tenant's request and that serve the interior of the Building;
- (c) make all necessary repairs and replacements to all portions of the interior of the Building;
- (d) maintain the HVAC system
- (e) maintain all other improvements not specifically required to be maintained by Landlord, and
- (f) not commit waste to the Premises or any part thereof. If Tenant fails to perform Tenant's obligations under this Section or under any other Section of this Lease, after ten (10) business days' prior written notice to Tenant, except in an emergency when no notice shall be required, Landlord may enter upon the Premises, perform the obligations on Tenant's behalf, and recover the cost of performance, together with interest at the rate of

twelve percent (12%) per year, as Additional Rent payable by Tenant with the next installment of Rent, provided that such rate shall not exceed the maximum rate then allowed by law.

6.3 Liability. Landlord shall not be liable for any failure to maintain and repair the Premises as required under Section 6.1 unless Tenant delivers written notice of such failure to Landlord and Landlord fails to perform such maintenance or repair in a reasonable time and manner. Landlord may erect scaffolding and other apparatus necessary to make repairs or alterations to the Premises. So long as Landlord uses commercially reasonable efforts to minimize interference with Tenant's business and pursue diligent completion, Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy because of repairs or maintenance performed by Landlord to the Premises.

6.4 Negligent Damage. Tenant shall reimburse Landlord upon demand for the cost of repair incurred by Landlord for damage caused by the negligent or intentional acts or any breach of this Lease by Tenant, its employees, contractors, agents or invitees.

SECTION 7. ALTERATIONS.

7.1 Alterations by Tenant. Tenant shall not make any alterations, additions, or improvements to the Premises (i) for which any governmental permit is required; or (ii) that modify any structural, mechanical, electrical or plumbing component of the Building or (iii) that cost more than \$25,000, without first having obtained Landlord's prior written consent, which consent shall not be unreasonably withheld. If Landlord consents in writing to any proposed alteration of the Premises, Tenant shall (A) obtain all necessary governmental permits and approvals and deliver copies thereof to Landlord, and (C) cause all alterations to be completed promptly in compliance with Landlord-approved plans and specifications with all due diligence in a good and workmanlike manner. Except for removable machinery, bookcases, media racks, circulation desk, and unattached movable trade fixtures, all improvements, alterations, wiring, cables or conduit installed by Tenant shall immediately become part of the Premises, with title vested in Landlord. Landlord may require that Tenant remove any such improvements, alterations, (excluding in slab wiring, cables or conduit) installed by or for Tenant and restore the Premises to good condition and repair upon expiration or earlier termination of this Lease, customary wear and tear excepted. Any contractor used by Tenant for any work in the Premises shall be subject to review by Landlord, and Landlord may post notices of nonresponsibility in connection with any work being performed in the Premises by or at the request of Tenant. All work in the Premises by or at Tenant's request must comply with all applicable Laws. Tenant shall not permit any liens to attach to the Building or Tenant's interest in the Premises as a result of any work performed by or at Tenant's request. Landlord approves the alterations described in Exhibit C.

7.2 Landlord's Contribution. Landlord shall pay to Tenant the sum of \$250,000 toward the improvements described in Exhibit C, payable as follows:

\$41,000 per month for five months commencing July 1, 2009 on the first of each month thereafter
\$45,000 on December 1, 2009

Landlord may prepay any such amounts. Amounts not received on the due date shall bear interest at 9% per annum.

SECTION 8. UTILITIES AND SERVICES.

8.1 General. Tenant shall pay all charges for electricity, water, gas, telephone and other utility services furnished to the Premises during the Lease Term and for all inspections, governmental fees and other like charges associated therewith. Landlord makes no representation or warranty whatsoever as to the types, quantities, availability or costs of any and all utility services for the Building.

Tenant shall comply with all Laws concerning the use or reduction of use of utilities in the Premises. Unless caused by the sole, active negligence of Landlord, interruption of any service or utility shall not render Landlord liable to Tenant for damages, relieve Tenant from performance of Tenant's obligations under this Lease or be deemed an eviction or disturbance of Tenant's use and possession of the Premises. Tenant shall install surge protection systems

1 for power provided to the Premises, and Tenant releases Landlord from all liability for any damage caused by any
2 electrical surge.

3 4 **SECTION 9. SIGNS AND OTHER INSTALLATIONS.**

5
6 So long as Tenant first obtains all governmental permits required therefore, Tenant may install such signs as
7 deemed appropriate by Tenant on or attached to the Premises. All signs installed by Tenant shall comply with all
8 applicable governmental requirements. All signs and sign hardware shall be removed by Tenant, at Tenant's sole
9 cost and expense, upon termination of this Lease with the sign location restored to its former state unless Landlord
10 elects to retain all or any portion thereof. Tenant may not install any alarm boxes, foil protection tape or other security
11 equipment on the Premises without Landlord's prior written consent, which consent shall not be unreasonably
12 withheld.

13 14 **SECTION 10. TENANT INDEMNITY.**

15
16 10.1 By Tenant. Tenant shall indemnify, defend, and hold harmless Landlord and its managing agents
17 and employees from any claim, liability, damage, or loss, or any cost or expense in connection therewith (including
18 reasonable attorney fees), arising out of (a) any damage to any person or property occurring in, on or about the
19 Premises, as the result of the negligence or willful misconduct of Tenant, its employees, contractors, agents or
20 invitees, (b) use by Tenant or its agents, invitees or contractors of the Premises, and/or (c) Tenant's breach or
21 violation of any term of this Lease. The provisions of this Section 10 shall survive the termination or expiration of this
22 Lease.

23 10.2 By Landlord. Landlord shall indemnify, defend and hold harmless Tenant, and its employees and
24 invitees from any claim, liability, damage, or loss or any cost or expense in connection therewith (including reasonable
25 attorney fees) arising out of (a) any damage to any person or property occurring in, on or about the Premises as a
26 result of the negligence or willful misconduct of Landlord, its employees, contractors, agents or invitees and/or (b)
27 Landlord's breach or violation of any term of this Lease. The provisions of this Section 10.2 shall survive the
28 termination or expiration of this Lease.

29 30 **SECTION 11. EMINENT DOMAIN.**

31
32 If any portion of the Building or any portion of the Premises shall be permanently taken under any right of
33 eminent domain, or any transfer in lieu thereof (the "Taking") and such taking renders the Premises in the reasonable
34 opinion of Tenant unsuitable for Tenant's use, then Tenant may terminate this Lease by giving written notice to
35 Landlord, and such termination shall be effective on the date possession of the Building, Premises or portion of either
36 is delivered to the condemning authority. If this Lease is not so terminated, Landlord shall repair and restore the
37 Premises as close as practicable to its condition prior to the Taking, and this Lease shall continue, but, commencing
38 with the date on which Tenant is deprived of the use of any portion of the Premises or of any rights under this Lease,
39 Base Rent shall be proportionately abated or reduced, based on the extent to which Tenant's use of the Premises is
40 impaired. If Landlord fails to promptly commence and complete repair and restoration of the Premises, Tenant may,
41 after 10 day's written notice to Landlord, repair and restore the premises at Landlord's expense and in such event
42 shall have a claim against Landlord for the cost of such repair and restoration. Notwithstanding any provision herein
43 to the contrary, Landlord's obligation to repair or restore the premises is limited to the funds received by the
44 condemning authority. If the Landlord does not receive sufficient funds to repair and repair the portion not taken by
45 the condemning authority, the Landlord may terminate this Lease unless the Tenant provides the additional moneys
46 to repair and restore the premises so that the premises are acceptable to Tenant. If the Landlord elects to repair and
47 restore the premises after a partial taking and the Tenant qualifies for a portion of the award, the Tenant agrees to
48 pay to the Landlord so much of the Tenant's award so as to allow Landlord to restore and replace so much of the
49 premises as may be partially taken by the condemning authority should the Landlord elect to restore or repair the
50 premises to make the premises reasonably suitable for Tenant's use.

51 Any and all awards payable by the condemning authority shall be distributed between landlord and tenant in
52 accordance with their respective interests;

53 54 **SECTION 12. FIRE OR CASUALTY.**

1
2 12.1 Major Damage. In case of Major Damage to the Building, Tenant may elect to terminate this Lease
3 by notice in writing to Landlord within sixty (60) days after such date. "Major Damage" shall mean damage to the
4 Building by fire or other casualty (i) which causes any substantial portion of the Building to be unusable, or (ii) the
5 repair of which will cost more than twenty-five percent (25%) of the replacement value of the Building (iii) or which is
6 not required under this Lease to be covered by insurance. If Tenant does not terminate this Lease after any Major
7 Damage, or if damage occurs to the Building which is not Major Damage, Landlord shall promptly restore the Building
8 to the condition existing immediately prior to such damage, and this Lease shall continue in full force and effect. In
9 the event of any damage to the Building by fire or other casualty, Tenant shall promptly repair and restore all tenant
10 improvements or alterations installed or paid for by Tenant or pay the cost of such restoration to Landlord if Landlord
11 performs such restoration. In the event the Building is damaged by any casualty, Rent shall be reduced to the extent
12 that the Building and Premises are unusable from the date of damage until the date the damaged portion of the
13 Building and Premises has been restored and may be used by Tenant for the purposes permitted under this Lease.
14 If Landlord fails to promptly commence and complete repairs, Tenant may, after 10 day's written notice to Landlord,
15 make repairs at Landlord's expense and in such event shall have a claim against Landlord for the cost of such
16 repairs. Notwithstanding any provision herein to the contrary, Landlord's obligation to repair or restore the premises
17 is limited to the funds received from the insurance policy to repair and restore the premises. If the Landlord does not
18 receive sufficient funds to repair and restore the premises from the insurance policy, the Landlord may terminate this
19 Lease unless the Tenant provides additional moneys to repair and restore the premises so that the premises are
20 acceptable to Tenant.
21

22
23 12.2 Waiver of Subrogation. Landlord and Tenant each hereby releases and waives any and all rights to
24 recover from or proceed against the other party and its employees, agents and contractors, for loss or damage to any
25 property of the releasing party or any person claiming through the releasing party arising from any cause required to
26 be insured against by the releasing party under this Lease. Landlord and Tenant shall each cause their insurance
27 policies to contain a waiver of subrogation provision consistent with the foregoing.
28

29 **SECTION 13. ASSIGNMENT AND SUBLETTING.**

30
31 Tenant shall not assign or encumber its interest under this Lease or sublet all or any portion of the Premises
32 without having first provided thirty (30) days' written notice to Landlord and thereafter obtained Landlord's written
33 consent. Tenant shall deliver written notice of Tenant's desire to assign or sublet all or any portion of the Premises
34 and such notice shall include a recent audited financial statement and a statement of the intended use for such
35 proposed assignee or subtenant. So long as any proposed subtenant or assignee is (i) compatible with Landlord's
36 regular credit and use standards for the Premises and (ii) intends to use the Premises for a use permitted by current
37 zoning (A) Landlord's consent shall not be unreasonably withheld, conditioned or delayed; and (B) Landlord's consent
38 shall not be required if such assignment or subletting is in connection with an entity that is an affiliate or subsidiary of
39 Tenant or with a merger or change in control of Tenant, including, but not limited to, a library service district or similar
40 successor to the Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations
41 required by this Lease, and no consent to one assignment or subletting shall be a consent to any further assignment
42 or subletting.
43

44 If Tenant proposes a subletting or assignment for which Landlord's consent is required, and the subtenant
45 has proposed to pay rent in excess of that provided in this Lease, Landlord may terminate this Lease by written notice
46 to Tenant within thirty (30) days of receipt of Tenant's proposal, and thereafter, deal directly with the proposed
47 subtenant or assignee, or any other third party. Tenant may render void any notice of termination from Landlord by
48 written notice to Landlord, within thirty (30) days of receipt of Landlord's termination notice by agreement in writing to
49 pay to Landlord all excess rent for the term of the sublease. Tenant shall reimburse Landlord for any costs incurred in
50 connection with a proposed assignment or subletting, including reasonable attorney fees in an amount not to exceed
51 **\$ 2,500.**
52

53 **SECTION 14. DEFAULT.**

1 14.1 Events of Default. Each of the following shall be an Event of Default by Tenant under this Lease:

2
3 14.1.1 Failure by Tenant to pay Rent or any other charge due under this Lease within ten (10)
4 days after receipt of written notice from Landlord that the same is then due.

5
6 14.1.2 Failure by Tenant to comply with any other obligation of this Lease within twenty (20) days
7 following written notice from Landlord specifying the failure (except in the case of emergency, in which event Landlord
8 shall only be required to give such notice as is reasonable under the circumstances); provided, however, that if the
9 nature of Tenant's default requires more than twenty (20) days to correct, Tenant shall not be deemed in default of
10 this Lease so long as Tenant commences the cure of such failure within such twenty (20)-day period and thereafter,
11 proceeds in good faith and with all diligence to complete such cure as soon as possible.

12
13 14.1.3 Assignment or subletting by Tenant in violation of Section 13.

14
15 14.1.4 Tenant's failure to execute and deliver to Landlord the documents described in Section 18
16 or 22 within twenty (20) days of written notice from Landlord.

17
18 14.1.5 Tenant's insolvency, business failure or assignment for the benefit of its creditors.
19 Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain
20 dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a
21 receiver for all or any portion of Tenant's properties or financial records.

22
23 14.2 Remedies for Default. Upon the occurrence of an Event of Default described in Section 14.1,
24 Landlord may exercise the following remedies as well as any other remedies at law or in equity, by statute or as set
25 forth in this Lease:

26
27 14.2.1 Landlord may terminate this Lease, reserving all rights to damages resulting from Tenant's
28 breach. Whether or not Landlord terminates this Lease, Landlord may retake possession of the Premises and any
29 relet or use of the Premises by Landlord shall not be deemed a surrender or waiver of Landlord's right to damages. If
30 Landlord retakes possession of the Premises, Landlord's mitigation efforts shall be deemed sufficient if Landlord
31 follows commercially reasonable procedures and otherwise complies with Law.

32
33 14.2.2 Tenant shall be liable to Landlord for all damages caused by Tenant's default, including,
34 but not limited to, , Lease commissions incurred for this Lease, Landlord may periodically sue Tenant to recover
35 damages as they accrue, and no action therefore shall bar a later action for damages accruing thereafter. Landlord
36 may elect in any one action to recover both accrued damages as well as damages attributable to the remaining term
37 of the Lease. .

38
39 14.3 Landlord's Right To Cure Default. Landlord may, but shall not be obligated to, make any payment
40 or perform any obligation under this Lease that Tenant has failed to perform, as and when required hereunder.
41 Tenant shall pay Landlord for all expenditures and costs incurred by Landlord in performing any obligation of Tenant,
42 upon demand, with interest thereon at the rate of **Ten** percent per month (**10**%), but in no event at a rate in excess
43 of that allowed by Law. Landlord's right to cure any Tenant default is for the sole protection of Landlord and in no
44 event shall Tenant be released from any obligation to perform all of Tenant's obligations and covenants under this
45 Lease. The contents of this Section shall not be deemed a waiver by Landlord of any other right that Landlord may
46 have arising from any default of this Lease by Tenant, whether or not Landlord exercises its rights under this Section.

47
48 14.4 Landlord's Default. Landlord shall not be deemed to be in default of the performance of any
49 obligation required to be performed by it hereunder unless and until Landlord fails to perform such obligation within
50 twenty (20) days after written notice by Tenant to Landlord specifying the nature of Landlord's alleged default;
51 provided, however, that if the nature of Landlord's alleged default is such that more than twenty (20) days are
52 required for its cure, then Landlord shall not be deemed to be in default if Landlord shall commence such
53 performance within such ten (10)-day period and thereafter diligently prosecute the same to completion.

14.5 Tenant's Right To Cure Default. Tenant may, but shall not be obligated to, perform any obligation under this Lease that Landlord has failed to perform, as and when required hereunder. Tenant shall have a claim against Landlord for all expenditures and costs incurred by Tenant in performing any obligation of Tenant, upon demand, with interest thereon at the rate of Ten percent per month (10%), but in no event at a rate in excess of that allowed by Law. Tenant's right to cure any Landlord default is for the sole protection of Tenant and in no event shall Landlord be released from any obligation to perform all of Landlord's obligations and covenants under this Lease. The contents of this Section shall not be deemed a waiver by Tenant of any other right that Tenant may have arising from any default of this Lease by Landlord, whether or not Tenant exercises its rights under this Section.

SECTION 15. NOTICES.

All notices, demands, consents, approvals and other communications provided for herein shall be invalid unless set forth in a writing and delivered by facsimile transmission, overnight air courier, personal delivery or registered or certified U.S. mail with return receipt requested to the appropriate party at its address as set forth in Section 1.2 for Tenant and Section 1.3 for Landlord.

Addresses for notices may be changed from time to time by written notice to all other parties. Any communication given by facsimile transmission must be confirmed within forty-eight (48) hours by overnight air courier. If any communication is given by mail, it will be effective upon the earlier of (a) forty-eight (48) hours after deposit in the U.S. mail, with postage prepaid, or (b) actual receipt, as indicated by the return receipt; if given by facsimile, when sent; and if given by personal delivery or by overnight air courier, when delivered.

SECTION 16. LANDLORD ACCESS.

After reasonable notice to Tenant, Landlord may enter upon the Premises with its passkey or other reasonable means to assess compliance with this Lease, perform required or necessary services, maintenance, repairs, alterations or services to the Building or the Premises, show the Premises to potential buyers of the Building and post appropriate notices, and during the last three months of the Lease Term, show the Premises to any potential future tenant. Except in case of emergency, all entry to the Premises shall be at times and in a manner so as to minimize interference with Tenant's use of the Premises.

SECTION 17. CONVEYANCE BY LANDLORD

If the Premises is sold or otherwise conveyed by Landlord or any successor, so long as Tenant is not in default beyond any applicable cure period, Landlord shall cause such successor to recognize Tenant's rights hereunder, and Tenant shall attorn to the buyer or transferee and recognize that party as the landlord under this Lease. If the buyer or transferee assumes all obligations of Landlord under this Lease accruing thereafter, Landlord shall be deemed released of all further liability to Tenant under this Lease.

SECTION 18. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE.

Without further documentation, this Lease shall be subject and subordinate to any deeds of trust, mortgages, ground lease, master lease or land sale contracts and any amendment or modification thereof, now existing or hereafter recorded against the Premises (collectively, the "Encumbrances"). Tenant shall execute all documents reasonably requested by Landlord or the holder of an Encumbrance to confirm such subordination; provided, however, that this Lease shall only be subordinate to any future Encumbrance, or modification thereof, if the holder of that Encumbrance executes a non-disturbance agreement reasonably satisfactory to Tenant by which the holder of such Encumbrance recognizes Tenant's rights under this Lease unless Tenant is in default beyond any applicable cure period. If any Encumbrance is foreclosed, so long as the buyer at the foreclosure sale delivers to Tenant a written agreement recognizing Tenant's interest in this Lease, Tenant shall attorn to such buyer, and this Lease shall continue in full force and effect.

1
2
3 **SECTION 19. SURRENDER; HOLDOVER.**

4 Upon expiration or earlier termination of this Lease, Tenant shall surrender the Premises and the Building
5 swept and free of debris, with carpeted areas vacuumed and in good condition, subject to ordinary wear and tear.
6 Tenant shall remove all of its personal property and any conduits, wiring and cables (except conduit, wiring and
7 cables installed in or under concrete floors) or alterations installed by Tenant and shall repair all damage to the
8 Premises and the Building resulting from that removal. If Tenant fails to remove any such personal property or
9 alterations, those items shall be deemed abandoned, and Landlord may remove or dispose of such items without
10 liability to Tenant or others, and Tenant shall reimburse Landlord for the cost of such removal upon demand.

11 If Tenant fails to surrender the Premises and remove all its personal property as set forth herein, Landlord
12 may either: (i) recognize Tenant as a month-to-month tenant at sufferance and such tenancy shall be subject to all
13 terms of this Lease, except that Rent shall be one hundred fifty percent (150%) of the total Rent for the last month
14 being charged and all options or other rights regarding extension of the term or expansion of the Premises shall
15 automatically terminate; or (ii) evict Tenant from the Premises and recover all damages resulting from Tenant's
16 wrongful holdover.

17
18 **SECTION 20. HAZARDOUS MATERIALS.**
19

20 Neither Tenant nor Tenant's agents or employees shall cause or permit any Hazardous Material, as
21 hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in,
22 under, or about the Premises and Building, except reasonable quantities of cleaning supplies and office supplies
23 necessary to or required as part of Tenant's business that are generated, used, kept, stored, or disposed of in a
24 manner that complies with all laws regulating any such Hazardous Materials and with good business practices.
25 Tenant covenants to remove from the Premises and the Building, upon the expiration or sooner termination of this
26 Lease and at Tenant's sole cost and expense, any and all Hazardous Materials brought upon, stored, used,
27 generated, or released into the environment by Tenant, its agents, employees or invitees during the term of this
28 Lease. To the fullest extent permitted by law, Tenant hereby agrees to indemnify, defend, protect, and hold harmless
29 Landlord, Landlord's managing agent and their respective agents and employees, and their respective successors
30 and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise
31 during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous
32 Materials by Tenant, its agents, employees or invitees on, in, or about the Premises and the Building which occurs
33 during the term of this Lease. To the fullest extent permitted by law, Landlord hereby agrees to indemnify, defend,
34 protect and hold harmless Tenant, and its agents and employees and its respective successors and assigns, from
35 any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses that arise during or after the
36 term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials by Landlord, its
37 agents, employees, or contractors on, in or about the Premises and the Building. Tenant shall promptly notify
38 Landlord of any release of Hazardous Materials in, on, or about the Premises or the Building that Tenant, or Tenant's
39 agents or employees, becomes aware of during the Term of this Lease, whether caused by Tenant, Tenant's agents
40 or employees, or any other persons or entities.

41
42 As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste
43 which is or becomes regulated by any local governmental authority, the state of Oregon or the United States
44 government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined
45 as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance,"
46 "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) asbestos. The provisions
47 of this Section 20, including, without limitation, the indemnification provisions set forth herein, shall survive any
48 termination of this Lease.
49

50
51 **SECTION 21. ESTOPPEL.**
52

53 At any time and from time to time upon not less than twenty (20) day' prior notice from either party, the other
54 party will execute, acknowledge and deliver to the requesting party a certificate certifying whether or not this Lease is

1 in full force and effect and unmodified, if there are any modifications, that the Lease is in full force and effect as
2 modified; that Tenant is in possession of the Premises; the dates to which Rent has been paid in advance and the
3 amount of any Security Deposit or prepaid Rent; and such other matters as may be reasonably requested. If either
4 party fails to deliver a requested certificate within the specified time, such failure shall conclusively establish that the
5 party from whom the certificate was requested confirms that the Lease is in full force and effect, without modification
6 except as may be represented by the requesting party. The parties agree that any such certificate may be relied
7 upon by any existing or prospective holder of an Encumbrance or any prospective transferee of this Lease or the
8 Premises.
9

10 **SECTION 22. QUIET ENJOYMENT.**

11
12 Landlord warrants that so long as Tenant complies with all terms of this Lease, that Tenant shall have quiet
13 and peaceful possession of the Premises free of disturbance by Landlord or others claiming by or through Landlord.
14

15 **SECTION 23. FORCE MAJEURE.**

16
17 If the performance by either party of any provision of this Lease is prevented or delayed by any strikes,
18 lockouts, labor disputes, acts of God, government actions, civil commotions, fire or other casualty, or other causes
19 beyond the reasonable control of the party from whom performance is required, such party shall be excused from
20 such performance for the period of time equal to the time of that prevention or delay.
21

22 **SECTION 24. BROKERS.**

23
24 Each party represents that except for the broker(s) identified above, neither party has had any dealings with
25 any real estate broker, finder or other person with respect to this Lease. Landlord shall pay a leasing commission to
26 the party(s) identified in Section 1.12 in accordance with a separate agreement by and between Landlord and the
27 specified broker(s). Landlord and Tenant each agrees to indemnify and hold the other party harmless from and
28 against any and all costs, expenses or liability for commissions or other compensation or charges claimed by or
29 awarded to any broker or agent resulting from a breach of the representation set forth above in this Section 24.
30
31

32 **SECTION 25. GOVERNING LAW.**

33
34 This Lease shall be construed and interpreted and the rights of the parties determined in
35 accordance with the laws of the state of Oregon.
36

37 **SECTION 26. NONWAIVER.**

38
39 No delay by either party in promptly enforcing any right or remedy set forth in this Lease shall be deemed a
40 waiver thereof, and that right or remedy may be asserted at any time after the delaying party becomes entitled to the
41 benefit of such right or remedy notwithstanding such delay.
42

43 **SECTION 27. CAPTIONS.**

44
45 The Section headings of this Lease are for descriptive purposes only and in no way define, limit or describe
46 the scope, intent or meaning of this Lease.
47

48 **SECTION 28. CONSENT.**

49
50 Except where otherwise specifically provided in this Lease to the contrary, whenever a party's consent is
51 required under this Lease, such party shall not unreasonably withhold its consent.
52
53

54 **SECTION 29. TIME OF THE ESSENCE AND HOLIDAYS.**

1
2 Time is of the essence of each and every provision hereof. If the final date of any period of time set forth
3 herein occurs on a Saturday, Sunday or legal holiday, then in such event, the expiration of such period of time shall
4 be postponed to the next day which is not a Saturday, Sunday or legal holiday.
5

6 **SECTION 30. COMPLETE AGREEMENT; NO IMPLIED COVENANTS.**
7

8 This Lease and the attached Exhibits and schedules, if any, contain the entire agreement of the Landlord
9 and Tenant concerning the Premises, Building and Common Areas, and all prior written and oral agreements and
10 representations between the parties are void. Landlord and Tenant agree that there are no implied covenants or
11 other agreements between the parties except as expressly set forth in this Lease. Neither Landlord nor Tenant is
12 relying on any representations of the other party except those expressly set forth herein.
13

14 **SECTION 31. SUCCESSORS.**
15

16 This Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and permitted
17 assigns. IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Lease:
18

19 LANDLORD: _____

TENANT: _____

20 By: _____

By: _____

21 Title: _____

Title: _____

22 Date: _____

Date: _____

Exhibit A
Legal Description of the Premises

Kenton; Lots 3, 4, 5, and 6 Block 3 Map 2228

**Exhibit B
Site Plan**

To be prepared

This plan is to be used for illustrative purposes to show the existing building and location of 1,000 SF addition. This plan does not reflect Multnomah County's space plan or improvements provided by the Landlord.

Exhibit C
Tenant Improvements

To be prepared

Exhibit D
Right of First Negotiation

So long as Tenant has not defaulted under this Lease, Tenant, including any successor organization operating the public library system within Multnomah County (but not any other assignee or sublessee) shall have a right of first negotiation with respect to the acquisition of the Premises or Building. If Landlord determines that Landlord desires to market the Premises or Building for sale, Landlord shall notify Tenant. If within ninety (90) days after Landlord's notice Landlord has not executed a Purchase and Sale Agreement on such terms and conditions as have been mutually agreed by Landlord and Tenant (with time being of the essence with respect to this provision of this Lease), Landlord shall have the right to sell the Premises or Building to any person or entity upon terms and conditions superior to those proposed by Tenant, free and clear of any obligations to Tenant under this Exhibit. Tenant shall have no rights hereunder with respect to any transfers to any person or entity related to Landlord or in which Craig or Kim Osbeck have any ownership interest provided that the rights of Tenant set forth in this Exhibit D shall survive such transfer

Exhibit E
Option to Extend

A. Right to Extend So long as this Lease remains free from default, and so long as Tenant does not assign the Lease or sublet any portion of the Premises, Tenant shall have the option to extend the term of this Lease for **Two (2)** successive term(s) of **Five (5)** years each, on the terms and conditions contained herein, except for Base Rent which shall be determined as hereinafter provided. Other than as set forth herein, Tenant shall have no further option to extend this Lease. Exercise of each extension option shall be by written notice given to Landlord at least 180 and not more than 360 days prior to expiration of the Lease Term, or the preceding Extension Term, if any.

B. Commencement The Extension Terms shall commence on the day following expiration of the Lease Term or the first Extension Term, as the case may be.

C. Terms and Conditions The terms and conditions of the lease for each Extension Term shall be identical with the Lease Term or prior Extension Term, as the case may be, except for the applicable Base Rent and except that the Tenant will no longer have the option(s) to extend this lease which has been exercised. Base Rent shall be adjusted as provided below.

D. Determination of Rent Base Rent for each year of the Extension Term shall be determined on or about the first day of such Lease Year, namely the anniversary of the Rent Commencement Date ("Anniversary"), by the following method of computation:

Compute the percentage increase, if any, of the Consumer Price Index published by the United States Department of Labor for the Portland, Oregon metropolitan area for All Urban Consumers or the nearest comparable data on changes in the cost of living for the Portland metropolitan area mutually selected by Landlord and Tenant if such index is no longer published ("CPI"), between that most recently published as of the current Anniversary and that most recently published as of the immediately preceding Anniversary;

Multiply the Base Rent for the immediately preceding Lease Year by said percentage; and

Add the product so obtained to the Base Rent for the immediately preceding year with the sum so obtained to be the Base Rent for the current Lease Year.

THIS DOCUMENT AND ANY ATTACHMENTS HERETO HAVE BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY COMMERCIAL ASSOCIATION OF REALTORS® OR BY THE REAL ESTATE LICENSEES INVOLVED WITH THIS DOCUMENT AND ANY ATTACHMENTS HERETO AS TO LEGAL SUFFICIENCY OR TAX CONSEQUENCES. THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, EXHIBITS OR ADDENDA.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 09-014

Approving a Real Property Lease with Osbeck Properties LLC, for the New North Portland Library Branch, Located at 8226 North Denver Avenue in Portland, Oregon

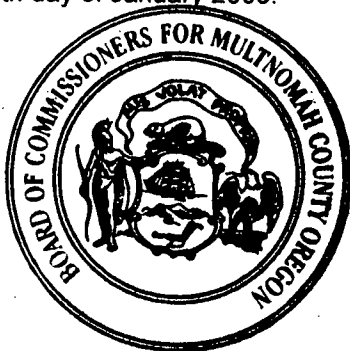
The Multnomah County Board of Commissioners Finds:

- a. Measure No. 26-81, "Renew Five-Year Local Option Levy to Continue Library Services", approved in November 2006, included a specific requirement for new library branches in North Portland and East County. Funding for operations beginning in 2009 is included in the 2006 levy rate. There are separate program offers for siting leased library premises, constructing tenant improvements, purchasing computers and peripherals, and building the opening day collection.
- b. Resolution 08-095, adopted June 26, 2008, directed the Multnomah County Library ("Library") and Facilities and Property Management Division ("Facilities") to commence exclusive lease negotiations with Craig Osbeck, ("Landlord") owner of the property at 8226 North Denver Avenue in Portland, Oregon ("Property"), for the site of the new North Portland Library Branch. The Library and Facilities were directed to submit to the Board for consideration a draft lease for the Property as soon as practicable.
- c. After extensive due diligence, lease negotiations, and preliminary design, the Library and Facilities have negotiated the attached Lease with the Landlord and his representatives for the Property.
- d. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached Lease.


The Multnomah County Board of Commissioners Resolves:

1. The County Chair is authorized to execute a Lease substantially in conformance with the Lease attached to this Resolution.
2. The Library and Facilities are directed to prepare and to submit to the Board as soon as practicable, the capital planning requirements for the North Portland branch library approved in this Resolution under Multnomah County Administrative Procedure FAC-1.

ADOPTED this 29th day of January 2009.



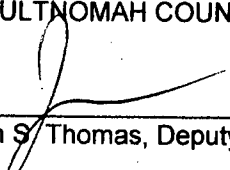
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

John S. Thomas, Deputy County Attorney

SUBMITTED BY:
Carol M. Ford, Director, Dept. of County Management

SINGLE-TENANT NET LEASE
(OREGON)

SECTION 1. LEASE TERMS.

1.1 Date of Lease

1.2 Tenant:

Trade Name:

Premises Address:

Multnomah County, Oregon

Multnomah County Library

8226 North Denver Avenue

Portland, OR 97217

Notice Address:

401 North Dixon

Portland, OR 97227

Phone: 503-988-3322

1.3 Landlord:

Notice Address:

Osbeck Properties LLC

PO Box 17458

Portland, OR 97217

Address For Payment of Rent:

Osbeck Properties LLC

PO Box 17458

Portland, OR 97217

1.4 Premises: That certain real property, the building thereon (the "Building"), and the adjacent parking lot and improvements ("Parking Lot") with street addresses of 8226 North Denver Avenue and 1910 N. McClellan in Portland, Oregon, as described on Exhibit A.

1.5 Building Area: Approximately 5,000 square feet on the Lease Commencement Date with an addition of approximately 1000 square feet to be added by Tenant all as described on Exhibit B.

1.6 Permitted Use of Premises:

A branch public library and ancillary uses.

1.7 Term of Lease:

Lease Commencement Date:

Upon Execution

Lease Expiration Date:

December 31, 2019

Rent Commencement Date:

January 1, 2010

1.8 Base Rent:

\$ 8,500/per Month

1.9 Adjustment of Base Rent:

Months	New Base Rent/Month
<u>1-12</u>	<u>\$8,500</u>
<u>13-24</u>	<u>\$8,755</u>
<u>25-36</u>	<u>\$9,018</u>
<u>37-48</u>	<u>\$9,289</u>
<u>49-60</u>	<u>\$9,568</u>
<u>61-72</u>	<u>\$9,855</u>
<u>73-84</u>	<u>\$10,151</u>
<u>85-96</u>	<u>\$10,456</u>
<u>97-108</u>	<u>\$10,770</u>
<u>109-120</u>	<u>\$11,093</u>

1.10 Prepaid Rent: N/A

1.11 Security Deposit: \$ N/A

1.12 Broker(s): Landlord's Agent: GVA Kidder Mathews
Tenant's Agent: N/A

1.13 Guarantors: N/A

1.14 Exhibits:

The following Exhibits are attached hereto and incorporated as a part of this Lease:

Exhibit "A" - Legal Description of the Premises
Exhibit "B" - Site Plan of the Premises
Exhibit "C" - Tenant Improvements
Exhibit "D" - Right of First Negotiation
Exhibit "E" - Option to Extend

THIS SINGLE-TENANT COMMERCIAL LEASE is made and entered into between Landlord and Tenant on the Date of Lease set forth in Section 1.1. The defined terms used in this Lease ("Lease Terms") shall have the meanings and definitions given them in Section 1. The Lease Terms, the Exhibits, the Addendum or Addenda described in the Lease Terms, and this Lease agreement are and shall be construed as a single instrument and are hereinafter referred to as the "Lease."

Now, therefore, for valuable consideration, Landlord and Tenant covenant and agree as follows:

SECTION 2. LEASE OF PREMISES.

2.1 Lease. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises.

2.2 Term. The Lease Term shall be for the period commencing on the Lease Commencement Date and expiring on the Lease Expiration Date.

2.3 Delivery of Possession. Delivery of possession of the Premises (the "Possession Date") will occur not later than 10 days after the Lease Commencement Date.

The Lease Commencement Date shall be the same as the "Possession Date" as defined above. Rent shall commence January 1, 2010.

2.4 Expiration Date. The Expiration Date of this Lease shall be the date stated in Section 1.7.

SECTION 3. RENT PAYMENT.

3.1 Rent. Tenant shall pay to Landlord all Rent for the Premises without demand, deduction or offset. The term "Rent" as used in this Lease shall include Base Rent, Additional Rent (as hereinafter defined) and all other sums due under the Lease. Rent is payable by Tenant in advance on the first day of each month commencing on the Rent Commencement Date. Rent for any partial calendar month shall be prorated based on a thirty (30)-day month for the number of days during that partial month the Premises are occupied by Tenant. The parties agree that the Rent has been established to reflect below market rent resulting from the fact that Tenant is exempt from paying real property taxes.

3.2 Additional Rent. The term "Additional Rent" means amounts set forth under Section 5 and any other sums payable by Tenant to Landlord under this Lease.

3.3 Lease Year. The term "Lease Year" shall mean each calendar year of the Term. In the event the Lease Commencement Date or the Expiration Date occurs on any date other than the first day of the calendar year, the calculations, costs and payments referred to herein shall be prorated for such calendar year.

3.4 Late Charge; Interest. Landlord may impose a late charge of five percent (5%) of Rent then due of Rent paid more than ten (10) days after rent is due. Tenant agrees that late payment by Tenant to Landlord of any Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Landlord of any other remedies available for Tenant's default of this Lease. In addition to the Late Charge, Tenant shall pay Landlord an additional charge of \$75 for any checks returned due to insufficient funds.

3.5 Disputes. If Tenant disputes any charge for Additional Rent or any Rent adjustment under this Section 3, Tenant shall give notice to Landlord not later than thirty (30) days after receipt of the notice from Landlord describing the charge or adjustment in question, and in no event later than ninety (90) days after expiration or earlier termination of this Lease. If Tenant fails to give such notice to Landlord, the charge or adjustment by Landlord shall be conclusive and binding on Tenant. If Tenant delivers timely notice, the challenged charge or adjustment shall be conclusively resolved by an independent certified public accountant selected by the parties. Each party shall pay one-half (1/2) of the fee charged by the accountant selected to decide the matter, except that if the adjustment in favor of Tenant does not exceed five percent (5%) of the challenged amounts, Tenant shall pay (a) the entire cost of the accountant's fee; and (b) all reasonable out-of-pocket costs and expenses incurred by Landlord in responding to the challenge. In the alternative, if the adjustment in favor of Tenant is equal to or exceeds five percent (5%) of the challenged amounts, Landlord shall pay (i) the entire cost of the accountant's fee, and (ii) all reasonable out-of-pocket costs and expenses incurred by Tenant in challenging such charge or adjustment. Nothing herein shall be deemed to alter any other obligations of Tenant or Landlord as required by this Lease.

SECTION 4. USE OF PREMISES.

4.1 Permitted Use. Tenant may use the Premises for Tenant's Permitted Use and for no other purpose without Landlord's written consent. Tenant shall not cause any nuisance nor permit any objectionable fumes,

1 electromagnetic waves, vibration, noise, light, or radiation to be emitted from the Premises. Tenant shall not engage
2 in any activities that will in any manner degrade or damage the reputation of the Premises or increase Landlord's
3 insurance rates for any portion of the Premises.
4

5 4.2 Equipment. Tenant shall only install such equipment in the Premises as is customary for the
6 Permitted Use and shall not overload the floors or electrical circuits of the Premises or change the wiring or plumbing
7 of the Premises. Tenant shall obtain Landlord's prior written consent to the location of and manner of installing any
8 plumbing, wiring or electrical, heating, heat-generating or communication equipment or unusually heavy articles. Any
9 equipment, cables, wiring, conduit, additional dedicated circuits and any additional air conditioning required because
10 of any such equipment installed by Tenant shall be installed, maintained and operated at Tenant's sole expense and
11 in accordance with Landlord's requirements. Tenant shall not install any equipment on or through the roof of the
12 Building without first having obtained the prior written consent of Landlord, which consent Landlord shall not
13 unreasonably withhold.
14

15 4.3 Compliance with Laws. Landlord warrants that as of the Lease Commencement Date, the
16 Premises will comply with all applicable laws, statutes, ordinances, rules and regulations of any public authority for
17 the uses permitted under this Lease. (the "Laws").
18

19 4.4 Acceptance of Premises. Tenant accepts the premises "As Is" provided that, if Tenant shall be
20 unable, in spite of Tenant's best efforts, to obtain a conditional use permit, Design Review approval, and related
21 regulatory approvals for the Tenant's intended use of the Premises as a branch library and ancillary uses, Tenant
22 shall be entitled to terminate this lease upon written notice to Landlord. Upon such termination, neither party shall
23 have any liability to the other by reason of this Lease.
24

25 SECTION 5. TAXES AND INSURANCE

26
27 5.1 Taxes. The term "Taxes" shall include (i) all real and personal property taxes, charges, rates,
28 duties and assessments (including local improvement district assessments) levied or imposed by any governmental
29 authority with respect to the Premises and Building and any improvements, fixtures and equipment located therein or
30 thereon, and with respect to all other property of Landlord, real or personal, located in or on the Premises and
31 Building, and used in connection with the operation of the Building; (ii) any tax in lieu of or in addition to, or
32 substitution of a real property tax; and (iii) any tax or excise levied or assessed by any governmental authority on the
33 Rent payable under this Lease or Rent accruing from the use of the Premises and Building, provided that this shall
34 not include federal or state, corporate or personal income taxes. If Landlord receives a refund of Taxes, then
35 Landlord shall credit such refund, net of any professional fees and costs incurred by Landlord to obtain the same,
36 against the Taxes for the Lease Year (as defined below) to which the refund is applicable or the current Lease Year,
37 at Landlord's option. Notwithstanding the foregoing, Tenant shall pay before delinquency all taxes, assessments,
38 licenses, fees and charges assessed, imposed or levied on (a) Tenant's business operations, (b) all trade fixtures, (c)
39 leasehold improvements, (d) merchandise and (e) other personal property on the Premises.
40

41 Notwithstanding the above, Tenant intends to seek exemption from such real property taxes
42 pursuant to ORS 307.112. To the extent Tenant obtains such an exemption, Tenant shall not be required to pay an
43 additional sum to Landlord for such Taxes, but shall remain liable for all Taxes for which it does not receive an
44 exemption. Such Taxes (non-exempt) and insurance for the year in which the Lease commences and terminates will
45 be prorated and adjusted for any partial year. Tenant will pay such charges within five (5) days after notice from
46 Landlord of the amount due, or, in the case of personal property taxes, within five (5) days after receipt of notice from
47 the taxing authority of the amount due.
48

49 5.2 Tenant's Insurance. Tenant shall obtain comprehensive general liability insurance applying to the
50 use and occupancy of the Premises with limits of not less than Three Million Dollars (\$3,000,000) combined single
51 limit bodily injury and property damage. Such liability insurance shall include an endorsement naming Landlord, any
52 lender and Landlord's managing agent, if any, as additional insureds, shall insure the liability of Tenant under Section
53 10.1 of this Lease, and be in form and with companies reasonably approved by Landlord. Prior to possession or any
54 work by performed by Tenant, Tenant shall deliver to Landlord a certificate evidencing such insurance that shall

1 require no less than thirty (30) days' prior written notice to Landlord prior to any cancellation or material change. No
2 later than thirty (30) days' prior to expiration of any policy, Tenant shall deliver a renewal certificate to Landlord for
3 such insurance policy.
4

5 Tenant shall, at Tenant's expense, obtain and keep in force during the Lease Term an "all risk" insurance
6 policy with a sprinkler damage endorsement covering Tenant's personal property, inventory, alterations, fixtures,
7 equipment, plate glass and leasehold improvements located on or in the Premises, in an amount not less than one
8 hundred percent (100%) of their actual replacement value, providing coverage for risk of direct physical loss or
9 damage including sprinkler leakage, vandalism and malicious mischief. During the Lease Term, the proceeds of such
10 insurance coverage shall be used to repair or replace the personal property, inventory, alterations, fixtures, equipment
11 and leasehold improvements so insured, if the Premises are rebuilt following the casualty, and Landlord shall have no
12 claim to such proceeds.
13

14 At all times during the Lease Term and any extensions or renewals, Tenant agrees to keep and maintain,
15 and cause Tenant's agents, contractors, or subcontractors to keep and maintain, workmen's compensation insurance
16 and other forms of insurance as may from time to time be required by law or may otherwise be necessary to protect
17 Landlord and the Premises from claims of any person who may at any time work on the Premises, whether as a
18 servant, agent, or employee of Tenant or otherwise. This insurance shall be maintained at the expense of Tenant or
19 Tenant's agents, contractors, or subcontractors and not at the expense of Landlord.
20

21 Tenant is self-insured for the risks for which insurance is required under Section 5.2. So long as Tenant
22 remains self-insured, Tenant shall not be required to provide the insurance required by this paragraph. If requested,
23 Tenant shall provide to Landlord a certificate of self-insurance.
24

25 5.3 Landlord's Insurance: Types of Coverage. During the Lease Term, Landlord shall maintain in full
26 force and effect a policy or policies of insurance covering the Premises, which shall provide coverage against such
27 risks as are commonly covered under a "special form/all-risk" policy (including earthquake and/or flood coverage, at
28 Landlord's election), together with loss of rents and secondary liability insurance. Such insurance shall contain such
29 policy limits and deductibles, shall be competitively obtained through such insurance company or companies, and
30 shall be in such form as Landlord deems appropriate and is commercially reasonable, and shall provide coverage for
31 one hundred percent (100%) of the replacement value of the Building. All insurance proceeds payable under
32 Landlord's casualty insurance carried hereunder shall be payable solely to Landlord, and Tenant shall have no
33 interest therein.
34

35 5.4 Written Statement of Estimate. Prior to the Lease Commencement Date, Landlord shall furnish
36 Tenant with a written statement setting forth Landlord's estimate of the cost of Insurance for the first Lease Year.
37 Thereafter, prior to the commencement of each Lease Year after the first Lease Year, Landlord shall furnish Tenant
38 with a written statement setting forth the estimated cost of Insurance for the next Lease Year. Tenant shall pay to
39 Landlord as Additional Rent commencing on the Lease Commencement Date, and thereafter on the first day of each
40 calendar month, an amount equal to one-twelfth (1/12th) of the amount of the estimated cost of Insurance, as shown
41 in Landlord's written statement for that Lease Year. In the event Landlord fails to deliver said written estimate, Tenant
42 shall continue to pay to Landlord an amount equal to one-twelfth (1/12th) of the estimated cost of Insurance for the
43 immediately preceding Lease Year until Landlord does furnish the written estimate. Upon receipt of such written
44 estimate, Tenant shall pay an amount equal to the difference between the estimated cost of Insurance for the expired
45 portion of the current Lease Year and the Tenant's actual payments during such time, and any payments by Tenant in
46 excess of the estimated cost of Insurance shall be credited to the next due payment of Rent from Tenant. Landlord
47 reserves the right, from time to time, to adjust the estimated cost of Insurance, and Tenant shall commence payment
48 of one-twelfth (1/12th) of such revised estimate on the first day of the month following receipt of the revised estimate.
49

50 5.5 Final Written Statement. Within one hundred twenty (120) days after the close of each Lease Year
51 during the Term, Landlord shall deliver to Tenant a written statement (the "Operating Statement") setting forth the
52 actual cost of Insurance for the Property for the preceding Lease Year for each such item. In the event the actual
53 cost of Insurance for the preceding Lease Year is greater than the amount paid by Tenant for such Insurance,
54 Tenant shall pay the amount due to Landlord as Additional Rent within thirty (30) days after receipt by Tenant of such

statement. In the event the actual cost of Insurance for the preceding Lease Year is less than the amount paid by Tenant for such Insurance, then Landlord shall, at Landlord's election, either (i) pay the amount of Tenant's overpayment to Tenant within thirty (30) days following the date of such statement or (ii) apply such overpayment to Tenant's next Rent payment, reimbursing only the excess over such next Rent payment, if any. If a Lease Year ends after the expiration or termination of this Lease, any Additional Rent in respect thereof that is payable under this Section shall be paid by Tenant within ten (10) days of its receipt of the Operating Statement for such Lease Year, and any Additional Rent paid by Tenant in excess of the amount due under this Lease for the portion of the Lease Year after expiration or termination of this Lease shall be refunded by Landlord to Tenant within ten (10) days of the expiration of that Lease Year. The late delivery of any written statement by Landlord shall not constitute a waiver of Tenant's obligation to pay Insurance, but Landlord shall use reasonable efforts to deliver such written statements as soon as reasonably possible after the commencement of each Lease Year.

5.6 Tenant Examination. The Operating Statement referred to herein need not be audited but shall contain sufficient detail to enable Tenant to verify the calculation of Insurance for the Premises. In addition, Tenant, upon at least five (5) days' advance written notice to Landlord and during business hours, may examine any records used to support the figures shown on the Operating Statement, provided however, that Tenant shall only be entitled to make such an examination twice in each Lease Year, and the examination shall not be conducted by anyone who is engaged on a contingent fee basis to represent Tenant. Tenant and any person conducting the examination on behalf of Tenant shall enter into a confidentiality agreement reasonably satisfactory to Landlord and Tenant.

SECTION 6. MAINTENANCE AND REPAIR.

6.1 Landlord Repairs. Landlord shall repair, maintain and/or replace, where necessary, the foundations, exterior walls, Parking Lot, including seal coating and striping, roof structure, downspouts and gutters serving the Premises (excluding therefrom the interior doors and windows, plate glass and except for reasonable wear and tear, any damage thereto caused by any act, negligence or omission of Tenant or its employees, agents, invitees, licensees, contractors or subtenants, damage or destruction caused by any casualty not required to be repaired under Section 12 and any condemnation or taking of the Building or any portion of or interest therein governed by Section 11), ("Landlord Repairs"). Landlord shall not be responsible for any such Landlord Repairs to the extent that Landlord establishes that such repairs are necessary because of design or construction defects in work done as part of Tenant's Improvements described in Exhibit C or any other work done by Tenant under this Lease. Tenant expressly waives the benefits of any statute now or later in effect that would otherwise give Tenant the right to make repairs at Landlord's expense and deduct that cost from Rent owing to Landlord.

6.2 Tenant's Repairs. Except for Landlord Repairs set forth in Section 6.1 above, Tenant shall:

(a) maintain all portions of the Building and fixtures situated within the Building in good order and repair;

(b) maintain, repair and replace, if necessary, all special equipment, and decorative treatments installed by or at Tenant's request and that serve the interior of the Building;

(c) make all necessary repairs and replacements to all portions of the interior of the Building;

(d) maintain the HVAC system

(e) maintain all other improvements not specifically required to be maintained by Landlord, and

(f) not commit waste to the Premises or any part thereof. If Tenant fails to perform Tenant's obligations under this Section or under any other Section of this Lease, after ten (10) business days' prior written notice to Tenant, except in an emergency when no notice shall be required, Landlord may enter upon the Premises, perform the obligations on Tenant's behalf, and recover the cost of performance, together with interest at the rate of

twelve percent (12%) per year, as Additional Rent payable by Tenant with the next installment of Rent, provided that such rate shall not exceed the maximum rate then allowed by law.

6.3 Liability. Landlord shall not be liable for any failure to maintain and repair the Premises as required under Section 6.1 unless Tenant delivers written notice of such failure to Landlord and Landlord fails to perform such maintenance or repair in a reasonable time and manner. Landlord may erect scaffolding and other apparatus necessary to make repairs or alterations to the Premises. So long as Landlord uses commercially reasonable efforts to minimize interference with Tenant's business and pursue diligent completion, Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy because of repairs or maintenance performed by Landlord to the Premises.

6.4 Negligent Damage. Tenant shall reimburse Landlord upon demand for the cost of repair incurred by Landlord for damage caused by the negligent or intentional acts or any breach of this Lease by Tenant, its employees, contractors, agents or invitees.

SECTION 7. ALTERATIONS.

7.1 Alterations by Tenant. Tenant shall not make any alterations, additions, or improvements to the Premises (i) for which any governmental permit is required; or (ii) that modify any structural, mechanical, electrical or plumbing component of the Building or (iii) that cost more than \$25,000, without first having obtained Landlord's prior written consent, which consent shall not be unreasonably withheld. If Landlord consents in writing to any proposed alteration of the Premises, Tenant shall (A) obtain all necessary governmental permits and approvals and deliver copies thereof to Landlord, and (C) cause all alterations to be completed promptly in compliance with Landlord-approved plans and specifications with all due diligence in a good and workmanlike manner. Except for removable machinery, bookcases, media racks, circulation desk, and unattached movable trade fixtures, all improvements, alterations, wiring, cables or conduit installed by Tenant shall immediately become part of the Premises, with title vested in Landlord. Landlord may require that Tenant remove any such improvements, alterations, (excluding in slab wiring, cables or conduit) installed by or for Tenant and restore the Premises to good condition and repair upon expiration or earlier termination of this Lease, customary wear and tear excepted. Any contractor used by Tenant for any work in the Premises shall be subject to review by Landlord, and Landlord may post notices of nonresponsibility in connection with any work being performed in the Premises by or at the request of Tenant. All work in the Premises by or at Tenant's request must comply with all applicable Laws. Tenant shall not permit any liens to attach to the Building or Tenant's interest in the Premises as a result of any work performed by or at Tenant's request. Landlord approves the alterations described in Exhibit C.

7.2 Landlord's Contribution. Landlord shall pay to Tenant the sum of \$250,000 toward the improvements described in Exhibit C, payable as follows:

\$41,000 per month for five months commencing July 1, 2009 on the first of each month thereafter
\$45,000 on December 1, 2009

Landlord may prepay any such amounts. Amounts not received on the due date shall bear interest at 9% per annum.

SECTION 8. UTILITIES AND SERVICES.

8.1 General. Tenant shall pay all charges for electricity, water, gas, telephone and other utility services furnished to the Premises during the Lease Term and for all inspections, governmental fees and other like charges associated therewith. Landlord makes no representation or warranty whatsoever as to the types, quantities, availability or costs of any and all utility services for the Building.

Tenant shall comply with all Laws concerning the use or reduction of use of utilities in the Premises. Unless caused by the sole, active negligence of Landlord, interruption of any service or utility shall not render Landlord liable to Tenant for damages, relieve Tenant from performance of Tenant's obligations under this Lease or be deemed an eviction or disturbance of Tenant's use and possession of the Premises. Tenant shall install surge protection systems

1 for power provided to the Premises, and Tenant releases Landlord from all liability for any damage caused by any
2 electrical surge.
3

4 **SECTION 9. SIGNS AND OTHER INSTALLATIONS.**

5
6 So long as Tenant first obtains all governmental permits required therefore, Tenant may install such signs as
7 deemed appropriate by Tenant on or attached to the Premises. All signs installed by Tenant shall comply with all
8 applicable governmental requirements. All signs and sign hardware shall be removed by Tenant, at Tenant's sole
9 cost and expense, upon termination of this Lease with the sign location restored to its former state unless Landlord
10 elects to retain all or any portion thereof. Tenant may not install any alarm boxes, foil protection tape or other security
11 equipment on the Premises without Landlord's prior written consent, which consent shall not be unreasonably
12 withheld.
13

14 **SECTION 10. TENANT INDEMNITY.**

15
16 10.1 By Tenant. Tenant shall indemnify, defend, and hold harmless Landlord and its managing agents
17 and employees from any claim, liability, damage, or loss, or any cost or expense in connection therewith (including
18 reasonable attorney fees), arising out of (a) any damage to any person or property occurring in, on or about the
19 Premises, as the result of the negligence or willful misconduct of Tenant, its employees, contractors, agents or
20 invitees, (b) use by Tenant or its agents, invitees or contractors of the Premises, and/or (c) Tenant's breach or
21 violation of any term of this Lease. The provisions of this Section 10 shall survive the termination or expiration of this
22 Lease.
23

24 10.2 By Landlord. Landlord shall indemnify, defend and hold harmless Tenant, and its employees and
25 invitees from any claim, liability, damage, or loss or any cost or expense in connection therewith (including reasonable
26 attorney fees) arising out of (a) any damage to any person or property occurring in, on or about the Premises as a
27 result of the negligence or willful misconduct of Landlord, its employees, contractors, agents or invitees and/or (b)
28 Landlord's breach or violation of any term of this Lease. The provisions of this Section 10.2 shall survive the
29 termination or expiration of this Lease.
30

31 **SECTION 11. EMINENT DOMAIN.**

32 If any portion of the Building or any portion of the Premises shall be permanently taken under any right of
33 eminent domain, or any transfer in lieu thereof (the "Taking") and such taking renders the Premises in the reasonable
34 opinion of Tenant unsuitable for Tenant's use, then Tenant may terminate this Lease by giving written notice to
35 Landlord, and such termination shall be effective on the date possession of the Building, Premises or portion of either
36 is delivered to the condemning authority. If this Lease is not so terminated, Landlord shall repair and restore the
37 Premises as close as practicable to its condition prior to the Taking, and this Lease shall continue, but, commencing
38 with the date on which Tenant is deprived of the use of any portion of the Premises or of any rights under this Lease,
39 Base Rent shall be proportionately abated or reduced, based on the extent to which Tenant's use of the Premises is
40 impaired. If Landlord fails to promptly commence and complete repair and restoration of the Premises, Tenant may,
41 after 10 day's written notice to Landlord, repair and restore the premises at Landlord's expense and in such event
42 shall have a claim against Landlord for the cost of such repair and restoration. Notwithstanding any provision herein
43 to the contrary, Landlord's obligation to repair or restore the premises is limited to the funds received by the
44 condemning authority. If the Landlord does not receive sufficient funds to repair and repair the portion not taken by
45 the condemning authority, the Landlord may terminate this Lease unless the Tenant provides the additional moneys
46 to repair and restore the premises so that the premises are acceptable to Tenant. If the Landlord elects to repair and
47 restore the premises after a partial taking and the Tenant qualifies for a portion of the award, the Tenant agrees to
48 pay to the Landlord so much of the Tenant's award so as to allow Landlord to restore and replace so much of the
49 premises as may be partially taken by the condemning authority should the Landlord elect to restore or repair the
50 premises to make the premises reasonably suitable for Tenant's use.
51

52 Any and all awards payable by the condemning authority shall be distributed between landlord and tenant in
53 accordance with their respective interests;
54

SECTION 12. FIRE OR CASUALTY.

1
2 12.1 Major Damage. In case of Major Damage to the Building, Tenant may elect to terminate this Lease
3 by notice in writing to Landlord within sixty (60) days after such date. "Major Damage" shall mean damage to the
4 Building by fire or other casualty (i) which causes any substantial portion of the Building to be unusable, or (ii) the
5 repair of which will cost more than twenty-five percent (25%) of the replacement value of the Building (iii) or which is
6 not required under this Lease to be covered by insurance. If Tenant does not terminate this Lease after any Major
7 Damage, or if damage occurs to the Building which is not Major Damage, Landlord shall promptly restore the Building
8 to the condition existing immediately prior to such damage, and this Lease shall continue in full force and effect. In
9 the event of any damage to the Building by fire or other casualty, Tenant shall promptly repair and restore all tenant
10 improvements or alterations installed or paid for by Tenant or pay the cost of such restoration to Landlord if Landlord
11 performs such restoration. In the event the Building is damaged by any casualty, Rent shall be reduced to the extent
12 that the Building and Premises are unusable from the date of damage until the date the damaged portion of the
13 Building and Premises has been restored and may be used by Tenant for the purposes permitted under this Lease.
14 If Landlord fails to promptly commence and complete repairs, Tenant may, after 10 day's written notice to Landlord,
15 make repairs at Landlord's expense and in such event shall have a claim against Landlord for the cost of such
16 repairs. Notwithstanding any provision herein to the contrary, Landlord's obligation to repair or restore the premises
17 is limited to the funds received from the insurance policy to repair and restore the premises. If the Landlord does not
18 receive sufficient funds to repair and restore the premises from the insurance policy, the Landlord may terminate this
19 Lease unless the Tenant provides additional moneys to repair and restore the premises so that the premises are
20 acceptable to Tenant.
21
22

23 12.2 Waiver of Subrogation. Landlord and Tenant each hereby releases and waives any and all rights to
24 recover from or proceed against the other party and its employees, agents and contractors, for loss or damage to any
25 property of the releasing party or any person claiming through the releasing party arising from any cause required to
26 be insured against by the releasing party under this Lease. Landlord and Tenant shall each cause their insurance
27 policies to contain a waiver of subrogation provision consistent with the foregoing.
28

29 **SECTION 13. ASSIGNMENT AND SUBLETTING.**

30
31 Tenant shall not assign or encumber its interest under this Lease or sublet all or any portion of the Premises
32 without having first provided thirty (30) days' written notice to Landlord and thereafter obtained Landlord's written
33 consent. Tenant shall deliver written notice of Tenant's desire to assign or sublet all or any portion of the Premises
34 and such notice shall include a recent audited financial statement and a statement of the intended use for such
35 proposed assignee or subtenant. So long as any proposed subtenant or assignee is (i) compatible with Landlord's
36 regular credit and use standards for the Premises and (ii) intends to use the Premises for a use permitted by current
37 zoning (A) Landlord's consent shall not be unreasonably withheld, conditioned or delayed; and (B) Landlord's consent
38 shall not be required if such assignment or subletting is in connection with an entity that is an affiliate or subsidiary of
39 Tenant or with a merger or change in control of Tenant, including, but not limited to, a library service district or similar
40 successor to the Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations
41 required by this Lease, and no consent to one assignment or subletting shall be a consent to any further assignment
42 or subletting.
43

44 If Tenant proposes a subletting or assignment for which Landlord's consent is required, and the subtenant
45 has proposed to pay rent in excess of that provided in this Lease, Landlord may terminate this Lease by written notice
46 to Tenant within thirty (30) days of receipt of Tenant's proposal, and thereafter, deal directly with the proposed
47 subtenant or assignee, or any other third party. Tenant may render void any notice of termination from Landlord by
48 written notice to Landlord, within thirty (30) days of receipt of Landlord's termination notice by agreement in writing to
49 pay to Landlord all excess rent for the term of the sublease. Tenant shall reimburse Landlord for any costs incurred in
50 connection with a proposed assignment or subletting, including reasonable attorney fees in an amount not to exceed
51 **\$ 2,500.**
52

53 **SECTION 14. DEFAULT.**

1 14.1 Events of Default. Each of the following shall be an Event of Default by Tenant under this Lease:

2
3 14.1.1 Failure by Tenant to pay Rent or any other charge due under this Lease within ten (10)
4 days after receipt of written notice from Landlord that the same is then due.

5
6 14.1.2 Failure by Tenant to comply with any other obligation of this Lease within twenty (20) days
7 following written notice from Landlord specifying the failure (except in the case of emergency, in which event Landlord
8 shall only be required to give such notice as is reasonable under the circumstances); provided, however, that if the
9 nature of Tenant's default requires more than twenty (20) days to correct, Tenant shall not be deemed in default of
10 this Lease so long as Tenant commences the cure of such failure within such twenty (20)-day period and thereafter,
11 proceeds in good faith and with all diligence to complete such cure as soon as possible.

12
13 14.1.3 Assignment or subletting by Tenant in violation of Section 13.

14
15 14.1.4 Tenant's failure to execute and deliver to Landlord the documents described in Section 18
16 or 22 within twenty (20) days of written notice from Landlord.

17
18 14.1.5 Tenant's insolvency, business failure or assignment for the benefit of its creditors.
19 Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain
20 dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a
21 receiver for all or any portion of Tenant's properties or financial records.

22
23 14.2 Remedies for Default. Upon the occurrence of an Event of Default described in Section 14.1,
24 Landlord may exercise the following remedies as well as any other remedies at law or in equity, by statute or as set
25 forth in this Lease:

26
27 14.2.1 Landlord may terminate this Lease, reserving all rights to damages resulting from Tenant's
28 breach. Whether or not Landlord terminates this Lease, Landlord may retake possession of the Premises and any
29 relet or use of the Premises by Landlord shall not be deemed a surrender or waiver of Landlord's right to damages. If
30 Landlord retakes possession of the Premises, Landlord's mitigation efforts shall be deemed sufficient if Landlord
31 follows commercially reasonable procedures and otherwise complies with Law.

32
33 14.2.2 Tenant shall be liable to Landlord for all damages caused by Tenant's default, including,
34 but not limited to, Lease commissions incurred for this Lease, Landlord may periodically sue Tenant to recover
35 damages as they accrue, and no action therefore shall bar a later action for damages accruing thereafter. Landlord
36 may elect in any one action to recover both accrued damages as well as damages attributable to the remaining term
37 of the Lease.

38
39 14.3 Landlord's Right To Cure Default. Landlord may, but shall not be obligated to, make any payment
40 or perform any obligation under this Lease that Tenant has failed to perform, as and when required hereunder.
41 Tenant shall pay Landlord for all expenditures and costs incurred by Landlord in performing any obligation of Tenant,
42 upon demand, with interest thereon at the rate of Ten percent per month (10%), but in no event at a rate in excess
43 of that allowed by Law. Landlord's right to cure any Tenant default is for the sole protection of Landlord and in no
44 event shall Tenant be released from any obligation to perform all of Tenant's obligations and covenants under this
45 Lease. The contents of this Section shall not be deemed a waiver by Landlord of any other right that Landlord may
46 have arising from any default of this Lease by Tenant, whether or not Landlord exercises its rights under this Section.

47
48 14.4 Landlord's Default. Landlord shall not be deemed to be in default of the performance of any
49 obligation required to be performed by it hereunder unless and until Landlord fails to perform such obligation within
50 twenty (20) days after written notice by Tenant to Landlord specifying the nature of Landlord's alleged default;
51 provided, however, that if the nature of Landlord's alleged default is such that more than twenty (20) days are
52 required for its cure, then Landlord shall not be deemed to be in default if Landlord shall commence such
53 performance within such ten (10)-day period and thereafter diligently prosecute the same to completion.

1 14.5 Tenant's Right To Cure Default. Tenant may, but shall not be obligated to, perform any obligation
2 under this Lease that Landlord has failed to perform, as and when required hereunder. Tenant shall have a claim
3 against Landlord for all expenditures and costs incurred by Tenant in performing any obligation of Tenant, upon
4 demand, with interest thereon at the rate of Ten percent per month (10%), but in no event at a rate in excess of that
5 allowed by Law. Tenant's right to cure any Landlord default is for the sole protection of Tenant and in no event shall
6 Landlord be released from any obligation to perform all of Landlord's obligations and covenants under this Lease.
7 The contents of this Section shall not be deemed a waiver by Tenant of any other right that Tenant may have arising
8 from any default of this Lease by Landlord, whether or not Tenant exercises its rights under this Section.
9

10 11 **SECTION 15. NOTICES.** 12

13 All notices, demands, consents, approvals and other communications provided for herein shall be invalid
14 unless set forth in a writing and delivered by facsimile transmission, overnight air courier, personal delivery or
15 registered or certified U.S. mail with return receipt requested to the appropriate party at its address as set forth in
16 Section 1.2 for Tenant and Section 1.3 for Landlord.
17

18 Addresses for notices may be changed from time to time by written notice to all other parties. Any
19 communication given by facsimile transmission must be confirmed within forty-eight (48) hours by overnight air
20 courier. If any communication is given by mail, it will be effective upon the earlier of (a) forty-eight (48) hours after
21 deposit in the U.S. mail, with postage prepaid, or (b) actual receipt, as indicated by the return receipt; if given by
22 facsimile, when sent; and if given by personal delivery or by overnight air courier, when delivered.
23

24 25 **SECTION 16. LANDLORD ACCESS.** 26

27 After reasonable notice to Tenant, Landlord may enter upon the Premises with its passkey or other
28 reasonable means to assess compliance with this Lease, perform required or necessary services, maintenance,
29 repairs, alterations or services to the Building or the Premises, show the Premises to potential buyers of the Building
30 and post appropriate notices, and during the last three months of the Lease Term, show the Premises to any potential
31 future tenant. Except in case of emergency, all entry to the Premises shall be at times and in a manner so as to
32 minimize interference with Tenant's use of the Premises.
33

34 35 **SECTION 17. CONVEYANCE BY LANDLORD** 36

37 If the Premises is sold or otherwise conveyed by Landlord or any successor, so long as Tenant is not in
38 default beyond any applicable cure period, Landlord shall cause such successor to recognize Tenant's rights
39 hereunder, and Tenant shall attorn to the buyer or transferee and recognize that party as the landlord under this
40 Lease. If the buyer or transferee assumes all obligations of Landlord under this Lease accruing thereafter, Landlord
41 shall be deemed released of all further liability to Tenant under this Lease.
42

43 44 **SECTION 18. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE.** 45

46 Without further documentation, this Lease shall be subject and subordinate to any deeds of trust, mortgages,
47 ground lease, master lease or land sale contracts and any amendment or modification thereof, now existing or
48 hereafter recorded against the Premises (collectively, the "Encumbrances"). Tenant shall execute all documents
49 reasonably requested by Landlord or the holder of an Encumbrance to confirm such subordination; provided,
50 however, that this Lease shall only be subordinate to any future Encumbrance, or modification thereof, if the holder of
51 that Encumbrance executes a non-disturbance agreement reasonably satisfactory to Tenant by which the holder of
52 such Encumbrance recognizes Tenant's rights under this Lease unless Tenant is in default beyond any applicable
53 cure period. If any Encumbrance is foreclosed, so long as the buyer at the foreclosure sale delivers to Tenant a
54 written agreement recognizing Tenant's interest in this Lease, Tenant shall attorn to such buyer, and this Lease shall
continue in full force and effect.

1
2
3 **SECTION 19. SURRENDER; HOLDOVER.**

4 Upon expiration or earlier termination of this Lease, Tenant shall surrender the Premises and the Building
5 swept and free of debris, with carpeted areas vacuumed and in good condition, subject to ordinary wear and tear.
6 Tenant shall remove all of its personal property and any conduits, wiring and cables (except conduit, wiring and
7 cables installed in or under concrete floors) or alterations installed by Tenant and shall repair all damage to the
8 Premises and the Building resulting from that removal. If Tenant fails to remove any such personal property or
9 alterations, those items shall be deemed abandoned, and Landlord may remove or dispose of such items without
10 liability to Tenant or others, and Tenant shall reimburse Landlord for the cost of such removal upon demand.

11 If Tenant fails to surrender the Premises and remove all its personal property as set forth herein, Landlord
12 may either: (i) recognize Tenant as a month-to-month tenant at sufferance and such tenancy shall be subject to all
13 terms of this Lease, except that Rent shall be one hundred fifty percent (150%) of the total Rent for the last month
14 being charged and all options or other rights regarding extension of the term or expansion of the Premises shall
15 automatically terminate; or (ii) evict Tenant from the Premises and recover all damages resulting from Tenant's
16 wrongful holdover.

17
18 **SECTION 20. HAZARDOUS MATERIALS.**

19
20 Neither Tenant nor Tenant's agents or employees shall cause or permit any Hazardous Material, as
21 hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in,
22 under, or about the Premises and Building, except reasonable quantities of cleaning supplies and office supplies
23 necessary to or required as part of Tenant's business that are generated, used, kept, stored, or disposed of in a
24 manner that complies with all laws regulating any such Hazardous Materials and with good business practices.
25 Tenant covenants to remove from the Premises and the Building, upon the expiration or sooner termination of this
26 Lease and at Tenant's sole cost and expense, any and all Hazardous Materials brought upon, stored, used,
27 generated, or released into the environment by Tenant, its agents, employees or invitees during the term of this
28 Lease. To the fullest extent permitted by law, Tenant hereby agrees to indemnify, defend, protect, and hold harmless
29 Landlord, Landlord's managing agent and their respective agents and employees, and their respective successors
30 and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise
31 during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous
32 Materials by Tenant, its agents, employees or invitees on, in, or about the Premises and the Building which occurs
33 during the term of this Lease. To the fullest extent permitted by law, Landlord hereby agrees to indemnify, defend,
34 protect and hold harmless Tenant, and its agents and employees and its respective successors and assigns, from
35 any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses that arise during or after the
36 term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials by Landlord, its
37 agents, employees, or contractors on, in or about the Premises and the Building. Tenant shall promptly notify
38 Landlord of any release of Hazardous Materials in, on, or about the Premises or the Building that Tenant, or Tenant's
39 agents or employees, becomes aware of during the Term of this Lease, whether caused by Tenant, Tenant's agents
40 or employees, or any other persons or entities.

41
42 As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste
43 which is or becomes regulated by any local governmental authority, the state of Oregon or the United States
44 government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined
45 as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance,"
46 "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) asbestos. The provisions
47 of this Section 20, including, without limitation, the indemnification provisions set forth herein, shall survive any
48 termination of this Lease.

49
50
51 **SECTION 21. ESTOPPEL.**

52
53 At any time and from time to time upon not less than twenty (20) day' prior notice from either party, the other
54 party will execute, acknowledge and deliver to the requesting party a certificate certifying whether or not this Lease is

1 in full force and effect and unmodified, if there are any modifications, that the Lease is in full force and effect as
2 modified; that Tenant is in possession of the Premises; the dates to which Rent has been paid in advance and the
3 amount of any Security Deposit or prepaid Rent; and such other matters as may be reasonably requested. If either
4 party fails to deliver a requested certificate within the specified time, such failure shall conclusively establish that the
5 party from whom the certificate was requested confirms that the Lease is in full force and effect, without modification
6 except as may be represented by the requesting party. The parties agree that any such certificate may be relied
7 upon by any existing or prospective holder of an Encumbrance or any prospective transferee of this Lease or the
8 Premises.
9

10 **SECTION 22. QUIET ENJOYMENT.**

11
12 Landlord warrants that so long as Tenant complies with all terms of this Lease, that Tenant shall have quiet
13 and peaceful possession of the Premises free of disturbance by Landlord or others claiming by or through Landlord.
14

15 **SECTION 23. FORCE MAJEURE.**

16
17 If the performance by either party of any provision of this Lease is prevented or delayed by any strikes,
18 lockouts, labor disputes, acts of God, government actions, civil commotions, fire or other casualty, or other causes
19 beyond the reasonable control of the party from whom performance is required, such party shall be excused from
20 such performance for the period of time equal to the time of that prevention or delay.
21

22 **SECTION 24. BROKERS.**

23
24 Each party represents that except for the broker(s) identified above, neither party has had any dealings with
25 any real estate broker, finder or other person with respect to this Lease. Landlord shall pay a leasing commission to
26 the party(s) identified in Section 1.12 in accordance with a separate agreement by and between Landlord and the
27 specified broker(s). Landlord and Tenant each agrees to indemnify and hold the other party harmless from and
28 against any and all costs, expenses or liability for commissions or other compensation or charges claimed by or
29 awarded to any broker or agent resulting from a breach of the representation set forth above in this Section 24.
30

31 **SECTION 25. GOVERNING LAW.**

32
33 This Lease shall be construed and interpreted and the rights of the parties determined in
34 accordance with the laws of the state of Oregon.
35

36 **SECTION 26. NONWAIVER.**

37
38 No delay by either party in promptly enforcing any right or remedy set forth in this Lease shall be deemed a
39 waiver thereof, and that right or remedy may be asserted at any time after the delaying party becomes entitled to the
40 benefit of such right or remedy notwithstanding such delay.
41

42 **SECTION 27. CAPTIONS.**

43
44 The Section headings of this Lease are for descriptive purposes only and in no way define, limit or describe
45 the scope, intent or meaning of this Lease.
46

47 **SECTION 28. CONSENT.**

48
49 Except where otherwise specifically provided in this Lease to the contrary, whenever a party's consent is
50 required under this Lease, such party shall not unreasonably withhold its consent.
51

52 **SECTION 29. TIME OF THE ESSENCE AND HOLIDAYS.**

1
2 Time is of the essence of each and every provision hereof. If the final date of any period of time set forth
3 herein occurs on a Saturday, Sunday or legal holiday, then in such event, the expiration of such period of time shall
4 be postponed to the next day which is not a Saturday, Sunday or legal holiday.
5

6 **SECTION 30. COMPLETE AGREEMENT; NO IMPLIED COVENANTS.**
7

8 This Lease and the attached Exhibits and schedules, if any, contain the entire agreement of the Landlord
9 and Tenant concerning the Premises, Building and Common Areas, and all prior written and oral agreements and
10 representations between the parties are void. Landlord and Tenant agree that there are no implied covenants or
11 other agreements between the parties except as expressly set forth in this Lease. Neither Landlord nor Tenant is
12 relying on any representations of the other party except those expressly set forth herein.
13

14 **SECTION 31. SUCCESSORS.**
15

16 This Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and permitted
17 assigns. IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Lease:
18

19 LANDLORD: _____

TENANT: _____

20 By: _____

By: _____

21 Title: _____

Title: _____

22 Date: _____

Date: _____

Exhibit A
Legal Description of the Premises

Kenton; Lots 3, 4, 5, and 6 Block 3 Map 2228

**Exhibit B
Site Plan**

To be prepared

This plan is to be used for illustrative purposes to show the existing building and location of 1,000 SF addition. This plan does not reflect Multnomah County's space plan or improvements provided by the Landlord.

Exhibit C
Tenant Improvements

To be prepared

Exhibit D
Right of First Negotiation

So long as Tenant has not defaulted under this Lease, Tenant, including any successor organization operating the public library system within Multnomah County (but not any other assignee or sublessee) shall have a right of first negotiation with respect to the acquisition of the Premises or Building. If Landlord determines that Landlord desires to market the Premises or Building for sale, Landlord shall notify Tenant. If within ninety (90) days after Landlord's notice Landlord has not executed a Purchase and Sale Agreement on such terms and conditions as have been mutually agreed by Landlord and Tenant (with time being of the essence with respect to this provision of this Lease), Landlord shall have the right to sell the Premises or Building to any person or entity upon terms and conditions superior to those proposed by Tenant, free and clear of any obligations to Tenant under this Exhibit. Tenant shall have no rights hereunder with respect to any transfers to any person or entity related to Landlord or in which Craig or Kim Osbeck have any ownership interest provided that the rights of Tenant set forth in this Exhibit D shall survive such transfer

Exhibit E
Option to Extend

A. Right to Extend So long as this Lease remains free from default, and so long as Tenant does not assign the Lease or sublet any portion of the Premises, Tenant shall have the option to extend the term of this Lease for **Two (2)** successive term(s) of **Five (5)** years each, on the terms and conditions contained herein, except for Base Rent which shall be determined as hereinafter provided. Other than as set forth herein, Tenant shall have no further option to extend this Lease. Exercise of each extension option shall be by written notice given to Landlord at least 180 and not more than 360 days prior to expiration of the Lease Term, or the preceding Extension Term, if any.

B. Commencement The Extension Terms shall commence on the day following expiration of the Lease Term or the first Extension Term, as the case may be.

C. Terms and Conditions The terms and conditions of the lease for each Extension Term shall be identical with the Lease Term or prior Extension Term, as the case may be, except for the applicable Base Rent and except that the Tenant will no longer have the option(s) to extend this lease which has been exercised. Base Rent shall be adjusted as provided below.

D. Determination of Rent Base Rent for each year of the Extension Term shall be determined on or about the first day of such Lease Year, namely the anniversary of the Rent Commencement Date ("Anniversary"), by the following method of computation:

Compute the percentage increase, if any, of the Consumer Price Index published by the United States Department of Labor for the Portland, Oregon metropolitan area for All Urban Consumers or the nearest comparable data on changes in the cost of living for the Portland metropolitan area mutually selected by Landlord and Tenant if such index is no longer published ("CPI"), between that most recently published as of the current Anniversary and that most recently published as of the immediately preceding Anniversary;

Multiply the Base Rent for the immediately preceding Lease Year by said percentage; and

Add the product so obtained to the Base Rent for the immediately preceding year with the sum so obtained to be the Base Rent for the current Lease Year.

THIS DOCUMENT AND ANY ATTACHMENTS HERETO HAVE BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY COMMERCIAL ASSOCIATION OF REALTORS® OR BY THE REAL ESTATE LICENSEES INVOLVED WITH THIS DOCUMENT AND ANY ATTACHMENTS HERETO AS TO LEGAL SUFFICIENCY OR TAX CONSEQUENCES. THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, EXHIBITS OR ADDENDA.



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 01/29/09
Agenda Item #: R-6
Est. Start Time: 9:50 AM
Date Submitted: 01/15/09

Agenda Title: **Briefing of the Contracts Action Team on Recommendations for a New Contract Framework for Multnomah County**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: January 29, 2009 Amount of Time Needed: 20 minutes
Department: County Management Division: Finance Risk Management
Contact(s): Mindy Harris
Phone: 503 988-3786 Ext. 83786 I/O Address: 503/531
Presenter(s): Mindy Harris, Brian Smith, Alicia Boris

General Information

1. What action are you requesting from the Board?

Board approval of the report and direction to develop an implementation plan.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

In July 2008, the Multnomah County Auditor recommended that the County's contracting system be re-examined based on problem areas identified in the Management of Large Contracts Audit. The Board of County Commissioners adopted Resolution 08-112 in late July, directing a team to recommend improvements to achieve greater accountability in the contracting processes by January 31, 2009.

3. Explain the fiscal impact (current year and ongoing).

Many of the recommendations can be implemented without a fiscal impact. However, full implementation of the framework outlined in this report will require re-alignment and of staff resources and an investment in an electronic data collection system. Specific funding amounts required will be identified during the next phase of this process.

4. Explain any legal and/or policy issues involved.

The County's contract system is governed by the Public Contract Review Board (PCRB) rules, and PUR-1 and CON-1 Administrative Procedures. These rules and procedures will need modification to fully support this framework.

5. Explain any citizen and/or other government participation that has or will take place.

As directed by Resolution 08-112, an external group of up to ten members will be appointed by the Chair to review this report and advise on contract system improvements from their unique perspectives. Additionally, this group will review and advise on a subsequently developed implementation plan.

Required Signature

**Elected Official or
Department/
Agency Director:**

Carol M. Ford

Date: 01/15/09



Department of County Management

MULTNOMAH COUNTY OREGON

Finance and Risk Management Division

501 SE Hawthorne, Suite 531

Portland, Oregon 97214

(503) 988-3312 phone

(503) 988-3292 fax

MEMORANDUM

TO: Ted Wheeler, County Chair
Deborah Kafoury, Commissioner, District 1
Jeff Cogen, Commissioner, District 2
Judy Shiprack, Commissioner, District 3
Diane McKeel, Commissioner, District 4
Lavonne Griffin-Valade, County Auditor

FROM: Mindy Harris, Chief Financial Officer

DATE: January 22, 2009

Subject: Contracts Action Team Report

I am pleased and proud to present the accompanying report regarding recommendations for improvements in the County's contracts management systems and processes. This report is the product of a multi-department team of County employees with diverse responsibilities in our current contract systems. The team was formed in response to the Board of County Commissioners' resolution recognizing the County's need to fix the present contracting system. Specifically, the current system has fragmented and inconsistent processes that do not support strong oversight of contracts or our ability to ensure accountability of contractors. It is not well-positioned to detect potential problems with contractors that could put the clients or the systems of care at risk. The Board's resolution came shortly after the County Auditor issued a report in 2008 regarding the management of large contracts (over \$1 million), which noted numerous findings about the County's lack of standards for contracts administration, evaluation, and general oversight of contractors and the services they provide.

The multi-department contracts action team (CAT) developed the attached report which describes a single model for contracting in the County, and contains a detailed series of recommendations related to contracting system improvements. The CAT framework describes contracting in three phases and identified the elements of each phase. The phases are:

- Contract Planning, including the decision to make or buy, and the development of the specifications and the procurement instrument.
- Contract Development, including the solicitation process, contract negotiations, and completion of the contractual agreement.
- Contract Administration, including vendor orientation, ongoing monitoring of the contractor's performance, evaluation of the effectiveness of the services being provided, and evaluation of the contractor's fiscal compliance and capacity.

Within each phase, specific roles and responsibilities are identified and assigned to cover every step in the contracting system. The team recommends that the roles be clearly defined and standardized in all departments and that the individuals in these roles have adequate training and support to carry out their duties effectively. They also recommend that the tools used to carry out these responsibilities be standardized and simplified. Additionally, both this and the auditor's report recognize that Contract Administration is the phase of greatest overall weakness, the area that will need the most significant investment of time and resources to improve.

This report recommends the development and implementation of a risk assessment tool that will be used to determine the appropriate level(s) of oversight to apply to a contractor. Such a tool would look at a variety of risk factors, including those associated with the services being purchased, the size and composition of the services, and issues specific to the selected vendor. The Contract Administration phase would especially benefit from a risk assessment by helping to establish the appropriate level of oversight, as well as to develop remedial actions when there has been a failure to perform. Additionally, this report recommends that the fiscal compliance review processes currently in place for subrecipients of federal funds be expanded to include all contractors, particularly those identified as high risk through the application of the risk assessment tools.

In analyzing current contracting processes and developing the recommendations contained in this report, the team also identified a number of quick fixes that could be implemented within a six month period or less, have no cost to implement, and would result in immediate time savings or process improvement. The quick fixes include: a simplification to the process used for enacting contract amendments; elimination of cover memos that duplicate information contained in the contract; increasing the threshold for direct pays, currently at \$5,000; and a variety of other rule and language modifications that have remained unchanged for decades and result in required additional work yet provide little additional value.

This report contains numerous recommendations for improving the County's contracting processes. To implement the recommendations will require some redirection of existing staff assignments and an investment in administrative infrastructure that does not exist today. In the upcoming budget development process, the Board should expect a series of program offers that will request funding for developing the infrastructure required to implement the recommendations. Specifically, there will be program offers requesting additional staff to provide fiscal monitoring beyond the current level, program and service evaluation staff to evaluate contractor performance and service effectiveness, and a project management staff that will be charged with carrying out the recommendations in the report. Requests for staffing to bolster Department capacity may be needed in the future.

I would like to close by thanking the team who worked together intensively for ten weeks to produce these recommendations. Their knowledge and contributions have been well thought out and instrumental in defining the problems and recommended solutions. They have taken a high degree of ownership in improving the current system, are eager to see their recommendations implemented and are to be commended for their work.

As you read the attached report, please contact me or Brian Smith, Acting Purchasing Manager, if you have questions.

C: Jana McLellan, Chief Operating Officer



**MULTNOMAH
COUNTY**

Contracts Action Team Report

January 29, 2009

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EXECUTIVE SUMMARY

In July 2008, the Multnomah County Auditor recommended that the County's contracting system be re-examined based on problem areas identified in the *Management of Large Contracts Audit*. The Board of County Commissioners adopted Resolution 08-112 in late July, directing a team to recommend improvements to achieve greater accountability in the contracting processes. In October 2008, a multi-departmental Contracts Action Team was formed to assess the County's current contracting process and make recommendations for an improved system. This report describes recommendations for a contracting framework designed to clarify roles, responsibilities and accountability, and standardize a risk-based approach to planning, developing and administering contracts County-wide.

Key Recommendations

The Contracts Action Team (CAT) concluded their three month review with the following recommendations. Details on all recommendations are included in the body of the report.

1. Adopt and implement a clear structure for the contract process County-wide.

The contract process framework developed by the CAT team includes three main stages: planning, development, and administration. Within each stage, specific activities are described. Accountability is addressed through standardized functional roles and clearly identified decision making authority at each step. The framework especially emphasizes contract planning and contract administration functions.

2. Assess risk for each contract to appropriately scale the contracting process.

There are many risks related to the contracting process, including the type of service or product being procured, the amount of business being contracted, and the strength of the selected vendor. A risk assessment tool should be developed to help assess risk, guide procurement decisions, and indicate appropriate monitoring levels and frequency.

While large formally-procured contracts of over \$150,000 merit a more systematic process than is often used now, a similar but less time-consuming process is appropriate for most intermediate contracts (\$5,000 to \$150,000). With increased delegation of authority, a simpler, more efficient process could be used for smaller contracts and many amendments.

3. Focus resources where they add the greatest value.

Standardization of a process can improve efficiency, but needs to be balanced with maintaining program flexibility. Consequently, the new framework relies on the expertise of programs to lead in planning and contract administration, leveraging their knowledge and relationships with both vendors and clients. The business functions of procurement, contract writing, and payment processing should be standardized for efficiency.

4. Train and support the staff responsible for contracting activities.

Central Procurement and Contract Administration (CPCA) should provide strong guidance, training and system monitoring to support the new framework, both initially and on an ongoing basis. Training should be mandatory and tied to specific roles, and periodic auditing for compliance with standards should be performed.

5. Acquire new electronic tools essential for implementing this framework.

A single electronic data system is needed for procurement and contracting activities, and must be accessible across all County offices. An electronic library of shared contract document elements would speed the writing, assembly, and review of contracts. Other tools should be created to support the new framework and help staff achieve the highest level of quality in their contract functions.

6. Implement recommended quick fixes immediately.

Eight quick fixes were identified that could be done within the next few months and result in immediate time savings or work improvement. These include eliminating memos that do not add value, and simplifying the contract amendment process for low-risk changes.

7. Make continual improvements to maintain and upgrade the adopted framework.

A County-wide multi-departmental Steering Committee, supported by CPCA, should be formed to plan and monitor implementation of adopted recommended changes to County procurement and contracting processes. As the process framework is implemented, CPCA will increase their leadership role in promoting best practices monitoring for compliance with the process.

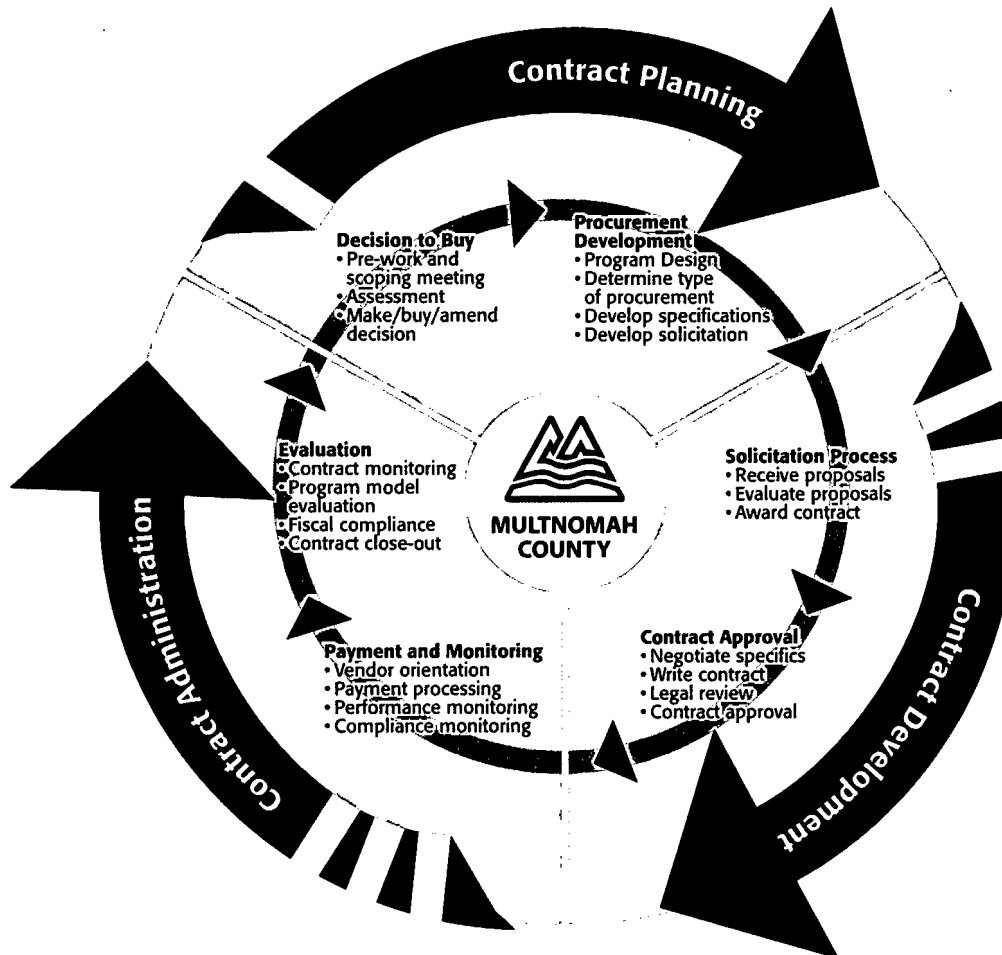
The Proposed Contracting Framework

The proposed contracting framework implements a three phase cycle. In the *contract planning* phase, the program assesses needs, decides whether and what to purchase, identifies risks, and develops specifications and performance measures for the service that will carry forward to the solicitation and contract. In an initial scoping meeting, program, procurement and contracting representatives agree on roles, responsibilities and communications.

In the *contract development* phase, procurement is completed, and the contract negotiated with the vendor. The contract document is finalized, approved, signed and executed.

Contract administration is the longest phase, especially for large multi-year contracts. A program representative monitors whether services are delivered, performance requirements met, and the terms of the contract followed. Payments are approved and issued. Fiscal compliance should be expanded to cover more contractors than now, and evaluation of program model effectiveness should be increased. A close-out process completes the loop and informs new decisions.

Proposed Contracting Framework



This proposed framework meets the Auditor's and Board's requests for improvements and greater accountability. When fully implemented, the contract framework will result in:

- Organization-wide minimum standards.
- Clear roles and responsibilities for employees.
- Staff who are trained for their contracting role, enabling accountability for performance.
- Vendors who understand the County's expectations, and receive feedback on performance.
- County-wide contracting practices raised to the best practices that are in place now.

Since this report focuses on defining a framework rather than on implementation (what is to be done, rather than how), costs have not been projected. An investment will be needed, however, to implement this framework successfully and make recommended process improvements.

1. BACKGROUND

The Multnomah County Auditor's July 2008 *Management of Large Contracts Audit Report* identified "five problem areas that will require substantial support and commitment on the part of County leadership, departments, and line staff to re-think, re-tool, and implement needed improvements." These concerns were:

1. Audit recommendations [from prior audits] remain largely unimplemented.
2. Contracting in the County is intended to be directed by central policy and approval, but operates in a largely decentralized fashion, leading to a disconnect between expectation and practice.
3. The County does not consistently apply commonly accepted contracting best practices.
4. The County does not have a systematic or comprehensive approach to managing the risks associated with contracting.
5. The County lacks contract administration procedures and controls to ensure that it is receiving the services it pays for, vendors are held accountable, and necessary information is collected for program improvement.

The Auditor suggested that it was timely to "fundamentally re-evaluate the way in which contracts are managed," which would require a "major effort to build capacity and institutionalize many of the essential elements of contract administration that are currently missing." Two major areas were recommended for action:

1. Build a contracting system that meets the County's business needs and clarifies roles, responsibilities, and accountability.
2. Increase the focus on issues of performance, both of vendors and of the contracting system overall.

The Board of County Commissioners adopted Resolution 08-112 in July 2008, requiring implementation of a risk-based fiscal compliance system for large contracts, creation of a contract compliance advisory committee to evaluate the current process and recommend improvements, and creation of a multi-department action team to oversee implementation.

A. Contracts Action Team Purpose and Roles

In October 2008, an internal multi-department Contracts Action Team (CAT) was formed to examine Multnomah County's contracting processes and develop recommendations to improve accountability and monitoring of contracted human services across the County. Comprised of contracting and program experts from various departments within the County, the Team was sponsored by the Department of County Management (DCM) and supported by Central Procurement and Contract Administration (CPCA), who together also served as the management team for the project.

Core Team members analyzed the current system, designed new functional roles, developed a suggested flowchart for the proposed framework, and made recommendations for process improvement and implementation.

Resource Team members supported the Core Team with additional expertise in carrying out the action items, and formed a larger resource pool for input and review of ideas.

Leadership Advisors brought their broad knowledge of the County's structure and mission to the Team. They consulted with the management team to help frame recommendations using a County-wide perspective, advised on how to move forward with best practices and standardized processes, and will be key in assisting departments to implement Board decisions about the contracting process.

B. Assumptions for the CAT Process

Team members developed assumptions to help frame their work:

1. Everyone involved in County contracting wants a better process.
2. The Auditor's Report and Board Resolution will guide project goals.
3. SAP will continue to be our system of record.
4. External laws and regulations (ORS, OAR, and funder's rules) will continue to apply.

5. The system must be flexible to accommodate unique requirements.
6. The likelihood of new funding for positions or processes is slim.
7. We may need to redistribute resources to strengthen weaker parts of the process.
8. Our recommendations will result in a better process.

C. Goals for an Improved Contracting Process

The new process designed by the Contracts Action Team will:

1. Be based on shared values.
2. Be implemented consistently across the County.
3. Reward the right behaviors and support accountability.
4. Consider the risk level of a contract in assigning staff resources.
5. Balance creating more standardized procedures with program-specific needs.
6. Be flexible to adapt to different circumstances and history.
7. Increase trust among departments as well as between departments and central functions so that redundancy can be reduced.
8. Reduce fragmentation to reduce the need for multiple hands on the same work.
9. Reduce re-work and multiple revisions of the contract document.
10. Build on a continuous improvement model to improve shared processes and templates.
11. Strengthen communication to promote a shared response to unexpected issues.
12. Consider needs of departments with fewer or non-human services contracts.
13. Be clear enough that people will be able to follow the process.

D. Project Scope

To keep this project manageable in the time available, and to address the Auditor's primary concerns, the Team primarily focused on:

- Human Service expenditure contracts that result from formal procurements.
- A process that could be followed at least 90% of the time, ignoring exceptions.
- The *functions* to be performed by staff rather than classifications of staff.
- There may be other types of contracts that these recommendations do not apply to; these should be addressed in the implementation phase.

E. Customer Input

Team members conducted an exploratory survey of 16 internal customers and 14 external customers (vendors), selected for their ability to provide helpful input, including ten large non-profit agencies that contracted with multiple programs. Questions were asked about what was and was not working well, and what was needed from the County's contracting system. Customers were also asked for their vision of a good contracting system. Responses were similar for both groups.

Summary of Customer Input

External Customers	Internal Customers
<p>Thoughts and Issues:</p> <ul style="list-style-type: none"> • The contractor is a partner • County staff are helpful, good to work with • Current process is cumbersome, repetitive, and ineffective • Not receiving a fully executed contract on time is a problem • Want more upfront collaboration • Want more consistency across departments • Want clear, understandable and achievable deliverables 	<p>Thoughts and Issues:</p> <ul style="list-style-type: none"> • Good cooperation internally is needed • The contracting process lacks County-wide leadership • Poor response and remedy to problems • Timeliness is an issue • The process is cumbersome, repetitive, and ineffective • Compliance and performance monitoring is inconsistent • Want clear, understandable and achievable deliverables • Want accountability from stakeholders • Want training • Want an effective contract tracking system
<p>Best Performance Looks Like:</p> <ul style="list-style-type: none"> • Upfront collaboration • Uniform process and product • One central point of contact with the County for each contract • On-line mechanism for capturing change ideas for the next contract cycle 	<p>Best Performance Looks Like:</p> <ul style="list-style-type: none"> • More upfront collaboration • Develop a uniform process and product • Provide one central point of contact for each vendor • One point of contact at CPCA for technical assistance • Provide an on-line mechanism for contract tracking and reporting

2. USING RISK TO GUIDE THE PROCESS

The type and amount of risk related to a contract should guide the contracting process, including helping to prioritize staff resources, and in decisions on mitigating risk.

Risk must be assessed at all phases of the procurement cycle. The assessment begins with considering the type of service, the manner of solicitation, how the contract is written, and the contractor that is selected. Risk assessment is cumulative, composed of:

Service risk factors: Program parameters – such as whether this is a new program, whether there will be unsupervised access to clients, whether there will be safety risks, and whether there is use of federal funding – should be assessed before the procurement is designed. Service risks may influence insurance requirements.

Contract risk factors: Considerations related to the contract – such as dollar value, use of subcontractors, or whether the contract will represent over 40% of a business line for the County – may not be known until the vendor is selected.

Contractor risk factors: Issues specific to the selected vendor – such as the vendor's experience, audit history or staff turnover rates – are known when the contractor is selected. Contractors could be asked to complete this portion of the risk assessment form in the procurement process. Prior vendor performance on County contracts should be available to inform future risk assessment and contracting with the vendor.

Key recommendations for risk assessment:

1. **Develop a risk assessment tool**, similar to the tool used by Washington State, to assess cumulative service, contract and contractor risk scores.
2. **Use risk scores to inform how the contract is administered**, not necessarily to block award of a contract.
3. **Tailor the contract administration plan to the cumulative contract risk score.** Develop a menu of suggested strategies to mitigate, reduce or manage risk, such as provision of technical assistance, increased desk monitoring of vendor data, or more frequent site visits.
4. **Monitor risk on an ongoing basis**, and communicate changes to both fiscal and program representatives.
5. **Develop a menu of suggested consequences for failure to perform**, to support programs in reducing or terminating non-functioning high-risk contracts.
6. **Expand fiscal compliance reviews to all contractors who have a high cumulative risk score.** Currently, these reviews are targeted only to federal sub recipients.

3. FUNCTIONAL ROLES RECOMMENDATIONS

Four functional roles were identified that together would conduct and coordinate most of the work for the new process and make most of the decisions. By intention, these roles relate to the work to be done, rather than to specific classifications or reporting locations, and use terms not currently in the County lexicon. The four primary roles are:

Program Management Decision Maker (PMDM): Responsible for decision making about the contract, and delegating responsibility and authority to others on the program team.

Program Representative (Program Rep): Responsible for performing or coordinating work to ensure that all program tasks are performed, and for decision making as delegated.

Procurement Representative (Procurement Rep): Responsible for determining type of procurement needed and conducting the procurement.

Contract Representative (Contract Rep): Responsible for writing and compiling the contract.

These roles may be assigned to fewer individuals, or may be transitioned between phases to different individuals. However, the proposed framework recommends using a staffing plan that minimizes handoffs, as each handoff decreases continuity and risks delays. Responsibility for decision making rests primarily with the program throughout. (Note: the term "program" means the programmatic entity involved in the contract; each department or office will develop their own delegation of authority and internal procedures for how this is structured.)

Lead Responsibility for Task Completion

Role	Contract Planning	Contract Development	Contract Administration
Program Mgmt Decision Maker	←-----→		
Program Representative	←-----→	←-----→	←-----→
Procurement Representative		←-----→	
Contract Representative		←-----→	

Key: ←→ Lead Responsibility for Completing Task ←- - - -> Has Role in Decision Making for Task

Major changes in roles:

- **Roles in the new framework are standardized** in all departments, although departments may assign these roles to different classifications or in different patterns.
- **For each contract, someone is designated for each role:** a program management decision maker, a program representative, a procurement representative and a contract representative. In some cases, two or more of these roles may be done by the same person for a given contract.

Key recommendations for functional roles:

1. Adopt uniform County-wide functional roles that are added to job descriptions.
2. Develop core competencies for each functional role and assess during personnel appraisals.
3. Departments work with their programs to develop staffing plans and procedures. Because departments are of different sizes and configurations, each might implement the proposed framework in a different way. Departments are encouraged to:
 - Increase departmental support to strengthen and standardize program roles in *contract planning* and *contract administration*.
 - Strengthen procurement and contract representative roles in the *contract planning* phase.
 - Support delegation of authority to the lowest practical responsible level, to reduce the layers of review.
 - Require everyone who will be a reviewer to be involved in the *contract planning* phase, to avoid the potential for rework and delays during the *contract development* phase.

Detailed Functional Roles Descriptions

PMDM	General Role <ul style="list-style-type: none"> ∞ Has decision authority for the contract. ∞ Makes decision whether and what to purchase. ∞ Delegates appropriate responsibility and authority to program rep and others on program team. 	Contract Planning <ul style="list-style-type: none"> ∞ Participates in or leads scoping meeting to identify overall need for service and process. ∞ Identifies contract team, i.e. which staff will fulfill which roles. ∞ Delegates appropriate responsibility and authority to program rep and others on program team. ∞ Provides input to or approves specifications. 	Contract Development <ul style="list-style-type: none"> ∞ Consults on acceptance of award recommendation. ∞ Provides input to contract. ∞ Provides input on management of risks. 	Contract Administration <ul style="list-style-type: none"> ∞ Remains aware of program rep and contractor performance. ∞ Takes action if needed to ensure program rep or contractor performance.
Program Rep	General Role <ul style="list-style-type: none"> ∞ Tends to the needs of the program. ∞ Fulfills values/ mission of program through contracting. ∞ Links to the community. ∞ Communication channel to/from contractors. ∞ Recommends or makes decisions for the program, as delegated. ∞ Performs monitoring and/or oversees contract administration roles. ∞ Shepherds and coordinates the contract for the program. 	Contract Planning <ul style="list-style-type: none"> ∞ Leads or participates in scoping meeting. ∞ Performs initial risk assessment. ∞ Develops communication plan for contract team. ∞ Coordinates and recommends assessment findings. ∞ Coordinates make/buy or amend decision process. ∞ Coordinates community participation ∞ Coordinates team design of program delivery framework. ∞ Coordinates or develops specifications. ∞ Coordinates input/buy-off from managers. ∞ Approves procurement/ contract specifications. ∞ Jointly decides on evaluation panel membership. 	Contract Development <ul style="list-style-type: none"> ∞ Participates in proposal evaluation. ∞ Decides on accepting award recommendation. ∞ Negotiates final terms with vendor(s). ∞ Coordinates program approval of final statement of work and terms. ∞ Coordinates or approves contract document. 	Contract Administration <ul style="list-style-type: none"> ∞ Provides vendor orientation. ∞ Establishes risk management measures. ∞ Verifies service received. ∞ Approves payment. ∞ Monitors contractor performance. ∞ Communicates per plan with key individuals. ∞ Arranges site visits. ∞ Enforces terms and conditions. ∞ Monitors outcomes. ∞ Evaluates contractor results. ∞ Provides input to program framework evaluation. ∞ Closes out contract at the end of performance period. ∞ Provides input to next contracting cycle.
Procurement Rep	General Role <ul style="list-style-type: none"> ∞ Tends to the needs of vendor selection process. ∞ Decision authority regarding procurement type. ∞ Prepares and issues solicitation. ∞ Conducts procurement process. ∞ Recommends vendor to the program. 	Contract Planning <ul style="list-style-type: none"> ∞ Participates in scoping meeting. ∞ Assists in developing vendor lists. ∞ Provides input and assists with development of specifications. ∞ Determines the type of procurement process needed. ∞ Prepares and issues solicitation. ∞ Conducts procurement process. ∞ Jointly decides on evaluation panel membership. ∞ Conducts vendor evaluation, selection and award process. 	Contract Development <ul style="list-style-type: none"> ∞ Decides on proposal acceptance. ∞ Conducts proposal evaluation process. ∞ Recommends award. ∞ Sends award letters. ∞ Handles appeals. ∞ May assist with negotiations. ∞ CPCA obtain signatures of Chair and vendor. ∞ CPCA execute and distribute contract. 	Contract Administration <ul style="list-style-type: none"> ∞ Consults if needed about terms or procurement and/or amendments. ∞ Monitors compliance with procurement authority.
Contract Rep	General Role <ul style="list-style-type: none"> ∞ Tends to the needs of the contract document ∞ Decision authority regarding compiling the contract document. ∞ Prepares contract document for program approval. 	Contract Planning <ul style="list-style-type: none"> ∞ Participates in scoping meeting. ∞ Provides input to specifications. ∞ Assists with developing risk mitigation measures. 	Contract Development <ul style="list-style-type: none"> ∞ May assist with negotiations. ∞ Writes statement of work ∞ Compiles all agreements into final contract. ∞ Obtains legal approval of contract. 	Contract Administration <ul style="list-style-type: none"> ∞ Consults if needed about terms or procurement and/or amendments. ∞ May assist with contract close-out

4. PROCESS RECOMMENDATIONS

A. Overall Process

The proposed contract framework is based on a cycle, which focuses on:

- Human Service expenditure contracts that result from formal solicitation.
- A process that could be followed at least 90% of the time, ignoring exceptions.
- The *functions* to be performed by staff rather than classifications of staff.

In the *contract planning* phase, the program assesses needs, decides whether and what to purchase, identifies risk, and develops specifications and performance measures for the service that will carry forward to the solicitation and contract. In an initial scoping meeting, program, procurement and contracting representatives agree on roles, responsibilities and communications.

In the *contract development* phase, procurement is completed, and the contract is negotiated with the vendor. The contract document is finalized, approved, signed and executed.

Contract administration, is the longest phase, especially for large multi-year contracts. A program representative monitors whether services are delivered, performance requirements met, and the terms of the contract followed. Payments are approved and issued. Fiscal compliance should be expanded to cover more contractors than now, and evaluation of program model effectiveness should be increased. A close-out process closes the loop and informs new decisions.

While these recommendations focus on large human service contracts, the application of these recommendations to other sizes and types of contracts was considered. Adapting these recommendations to intermediate level contracts is discussed later in this report. Adaptation to specific programmatic needs may also be considered in implementation.

Major changes in the overall process

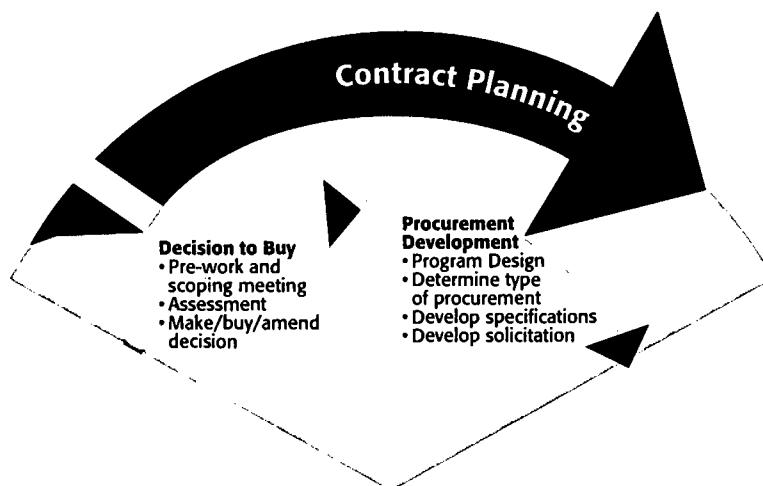
- This proposal creates a more specific, better defined framework than exists today, and covers all phases of a contract's life-cycle. The framework can be used as the basis for developing standards, guidelines, training and monitoring of work at each phase.
- Although designed for large contracts, the framework is scalable to the needs of smaller contracts; the same phases would occur, but usually in an abbreviated fashion.

Key recommendations for the overall process:

1. **Promote organizational values and mission** as critical considerations in contracting for services; use these to unite the process for all County programs.
2. **Develop clear, defined contracting roles and responsibilities** for programs, departments and central staff. Roles should be function-based, not position-based.
3. **Identify one person** when possible to serve as program representative for each contract throughout the process. Retain flexibility to organize staffing differently if needed.
4. **Develop checklists and other shared tools** to assure consistency across programs.
5. **Develop a shared risk assessment tool**, covering both programmatic and fiscal risk, to use in progressive stages throughout the life-cycle of the process.
6. **Develop a shared electronic data base** for contract planning, development, and administration documents, that will allow everyone involved with a contract to see the same information at the same time.
7. **Develop standardized training** on roles and the contracting processes for all individuals with contract responsibilities. CPCA should coordinate this training.
8. **Assure scalability**; adopt a similar but smaller cycle for contracts which are informally procured, and for most amendments.

9. **Assure that all levels of the organization** follow the same rules. Entering into contracts should be avoided unless the process has been followed, risks assessed, and staffing allocated for monitoring and risk mitigation.
10. **Increase CPCA's role in strategic framework compliance.**
CPCA is currently responsible to set up procedures for assuring compliance with County contracting standards. As the process framework in this report is implemented, CPCA will be able to increase their leadership role in promoting best practices and monitoring for compliance with the process.

B. Recommendations for Contract Planning



Major changes in contract planning

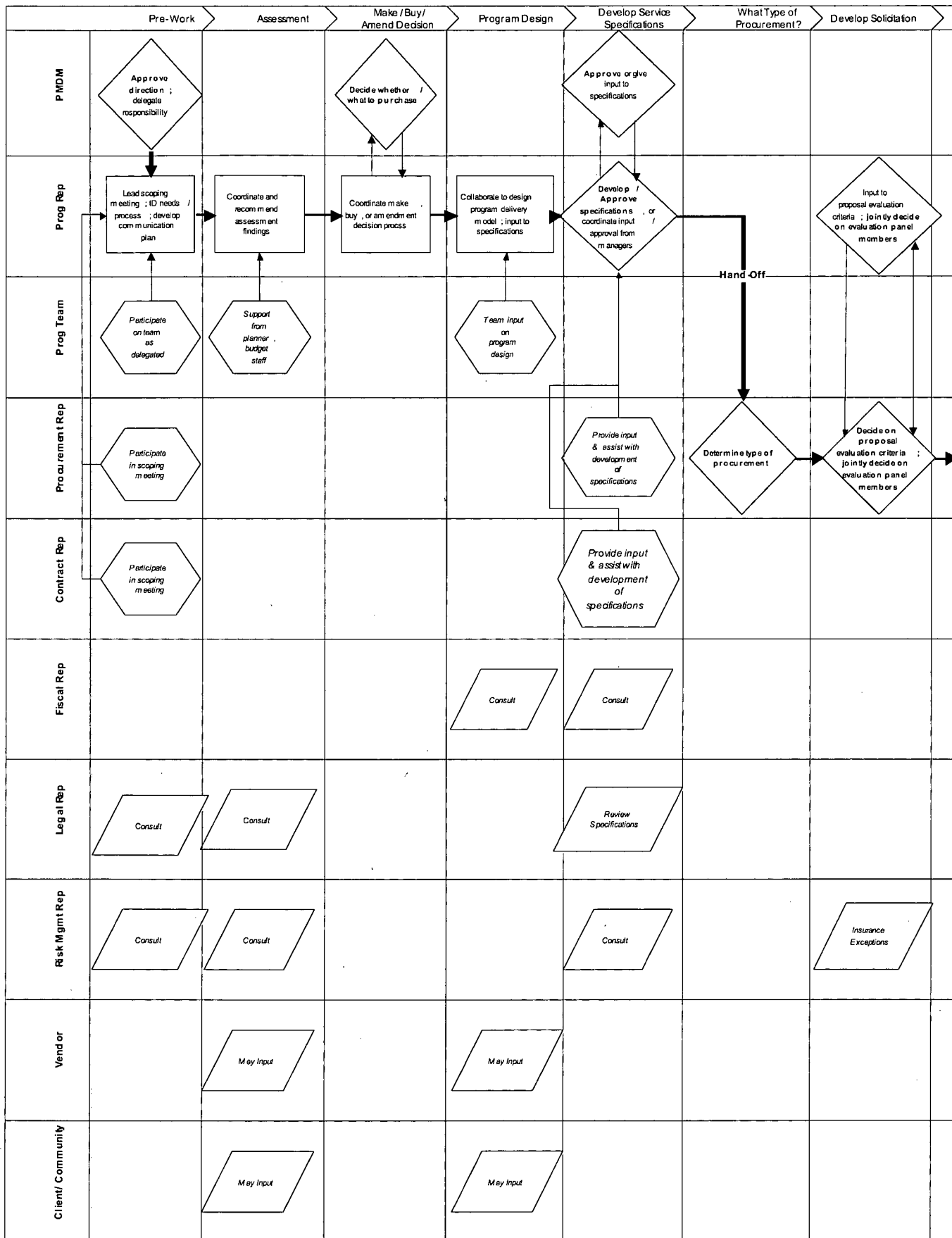
- **A scoping process is established for all major contracting initiatives.**
Project scoping is the first function in the contract planning stage. Scoping is managed by the program representative. Participants may include the program management/decision maker, subject matter experts, procurement and contract representatives, department budget/fiscal representatives, and other program support personnel. The process should conclude with clear assignments of roles, a timeline with due dates for each step, and a clear communication plan.
- **Substantially develop contract specifications in the planning phase.**
Following contract scoping, needs assessment, risk assessment, and program design, the program representative coordinates with management to develop the specifications to be addressed in the contract. The specifications are designed to clearly define the work that will be performed under the contract. Upon receiving proper approvals, the program representative works with the procurement representative to finalize the written specifications. The specifications will be used as the framework for the solicitation and the resulting statement of work in the contract development phase.

Key recommendations for contract planning:

1. **Implement a planning structure** for scoping the work, assessing needs and making a decision to buy (or amend). This step is critical to the success of the entire contracting process,
2. **Assure support** from the top to drive the process forward. Delegate authority and matching accountability as much as possible to the individuals doing the work.
3. **Hold a scoping meeting** to cover what's new, what to change, who will be involved, and a timeline for the process. Led by the program management decision maker or program representative, the meeting involves procurement and contract representatives and other team members. Representatives from the County Attorney and Risk Management may be involved as needed.

-
4. **Involve procurement and contract representatives in the planning phase** to bring their expertise to the process early on. This increases the likelihood of success later in the process if they are informed of governing rules, requirements, constraints, and decisions.
 5. **Create a responsibility chart** to delineate who is responsible for each activity for the contract.
 6. **Create a communication plan** to show how the program representative will keep the team informed.
 7. **Develop a common understanding** of the service, performance measures and desired outcomes through a program design that defines what is being purchased.
 8. **Draft specifications** based on the program design, which carry forward with few changes into the statement of work in the final contract.
 9. **Build procurement documents** based on these specifications. Attach a sample of the expected contract boilerplate to the procurement, including standard terms and conditions and insurance requirements.
 10. **Encourage planning for multi-department and multi-year contracts** (congruent with the procurement authority) whenever possible, to reduce contracting workload for both the County and vendors.

Contract Planning Flow Chart



Activity Detail: Contract Planning

Contract Planning			
Decision to Buy			
<i>Pre-Work</i>	<i>Assessment</i>	<i>Make or Buy Decision</i>	<i>Amendment Decision</i>
<p>Pre-Planning phase.</p> <p>Hold scoping meeting.</p> <p>Who needs to be involved? Identify team.</p> <p>Involve procurement rep/ contract rep in meeting.</p> <p>What are the issues and scope of service?</p> <p>Set timeline, roles, authority, and responsibilities.</p> <p>Create communication plan for all involved.</p>	<p>Information carries forward from end of monitoring.</p> <p>Need for service is identified:</p> <ul style="list-style-type: none"> - external mandate - change in priorities/best practices - socio-economic need - shift in population - funds available/budget <p>The right people are involved in the process, whole team approach.</p> <p>All the right information considered.</p> <p>Criteria for deciding what to do. Financial implications or impact; long-term vs. quick fix; sustainability; community capacity.</p> <p>Possible community-based assessment involving stakeholders and community where needed.</p> <p>Possible cost/benefit analysis.</p> <p>Look at similar services: merit in consolidating with other programs or departments?</p> <p>Assess Service Risk.</p>	<p>Do in-house or contract?</p> <ul style="list-style-type: none"> - checklist to guide decision - look at union guidelines - department values <p>Funding and other resource requirements.</p> <p>Total cost considerations.</p> <p>Schedule</p> <p>Assess internal resources (skills and capacity) vs. community capacity to deliver the service.</p> <p>Whether part of County or department core mission to deliver, or a support service?</p> <p>Assess risk factors (include Contractor Risk).</p>	<p>Historical information from contract to date.</p> <p>Funds/budget available.</p> <p>Will we want to continue the contract?</p> <p>Will we change the terms?</p> <p>Amount of dollars, % of current contract.</p> <p>Do any performance issues need to be addressed?</p> <p>Will it need a full amendment or a date and dollar amendment only?</p> <p>Re-assess</p>
Question: Who needs to be involved? What is our process?	Question: What do we want to do? (if anything)	Question: Who will do it? (Will this be done internal and/or external?)	Question: Should this contract continue? (And does anything besides \$ need to change?)
Needed Tools: Scoping meeting checklist Responsibility matrix Communication plan	Needed Tools: Risk Assessment Tool	Needed Tools: Checklist to guide Make or Buy decision Risk Assessment Tool	Needed Tools: Risk Assessment Tool

Contract Planning, continued			
Procurement Development			
<i>Program Design</i>	<i>Procurement Type</i>	<i>Develop Specifications</i>	<i>Develop Solicitation</i>
<p>Base design on community strengths and needs.</p> <p>Identify available resources</p> <p>May do literature search for best practices.</p> <p>Select "big picture" strategy and model for program delivery.</p> <p>Match program model to governing rules and regulations.</p> <p>Consider collaborative or teaming opportunities.</p> <p>May include program development.</p>	<p>Dollar value involved (department input and recommendation)</p> <p>Decide whether to do competitive or non competitive procurement, determined by rules and circumstances</p> <p>Possible vendor pool (department)</p> <p>Preferred choices – multiple or single vendors</p> <p>Checklist from CPCA on type of procurement for different needs</p> <p>CPCA decides on the method for procurement in dialogue with department</p> <p>Assess Risk related to the procurement process selected.</p>	<p>Set expectations for contracted services.</p> <p>Develop scope of work.</p> <p>Identify requirements and constraints.</p> <p>Identify what we want to achieve – project deliverables and outcomes.</p> <p>Programmatic description and required details.</p> <p>Whether to seek innovation and for what program components.</p> <p>Payment terms and methods.</p> <p>Establish key measures of success.</p> <p>How best practice is determined?</p> <p>Clear enough so responses can be evaluated.</p> <p>Clear enough to monitor performance – quality measures and criteria.</p> <p>Identify insurance requirements.</p> <p>Get stakeholder input if needed.</p> <p>Procurement request in SAP.</p>	<p>Develop solicitation, including sample contract boilerplate.</p> <p>Create description of desired purchase.</p> <p>Write procurement instrument – templates available; CPCA is responsible for final version.</p> <p>Develop solicitation evaluation criteria for vendor's proposals.</p> <p>Department reviews and signs off.</p> <p>County Attorney reviews as needed.</p> <p>Create vendor or supplier list.</p> <p>Determine where advertised.</p> <p>Determine length of time open (subject to rules)</p> <p>Anticipates contract administration.</p> <p>Documents results of planning process.</p> <p>Select proposal evaluation team.</p>
<p>Question: What should the program accomplish? What is the best strategy for getting the community need met?</p>	<p>Question: What method will we use to select a vendor(s)?</p>	<p>Question: What precisely are we buying?</p>	<p>Question: Does the solicitation document and process to procure the service or item meet County standards for procurement?</p>
<p>Needed Tools:</p> <p>Checklist of program planning and design options.</p>	<p>Needed Tools:</p> <p>Checklist on Type of Procurement</p>	<p>Needed Tools:</p> <p>Samples in Library:</p> <ul style="list-style-type: none"> - Specifications - Commonly use Statement of Work clauses - Payment Terms 	<p>Needed Tools:</p> <p>Procurement templates</p> <p>Sample contracts</p>

C. Recommendations for Contract Development

Major changes in contract development

- **Contract writing becomes a more standardized process.**

Following the solicitation, award and contract negotiations the contract representative uses the written specifications to develop the statement of work. The program representative approves or obtains management approval of the statement of work.

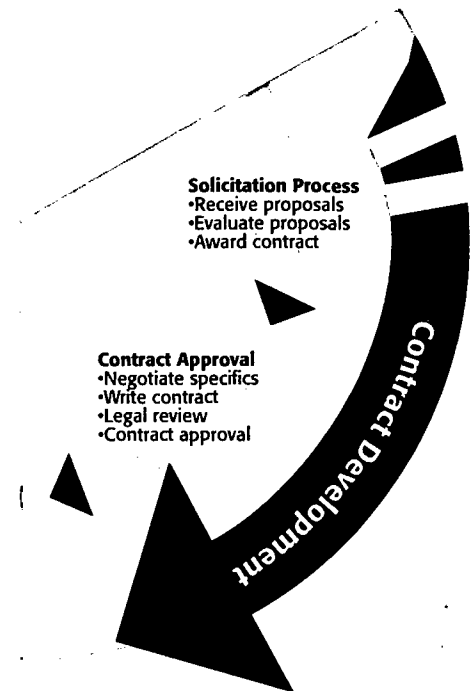
Upon receiving notification of program approval of the statement of work, the contract representative compiles appropriate additional contract materials that comprise the complete contract package from a library of County-wide, department or program specific attachments. Additional material includes standard terms and conditions, County-wide exhibits/attachments (e.g., insurance, corporate/sole source, workers' compensation and EEO information), and program specific attachments (e.g., funder requirements).

- **Signature required only from County Chair**

At this point, the program has approved the statement of work, the additional material has been pre-approved, and the contract representative has obtained legal approval of the contract. CPCA obtains the Chair's signature.

- **Vendor signature managed centrally**

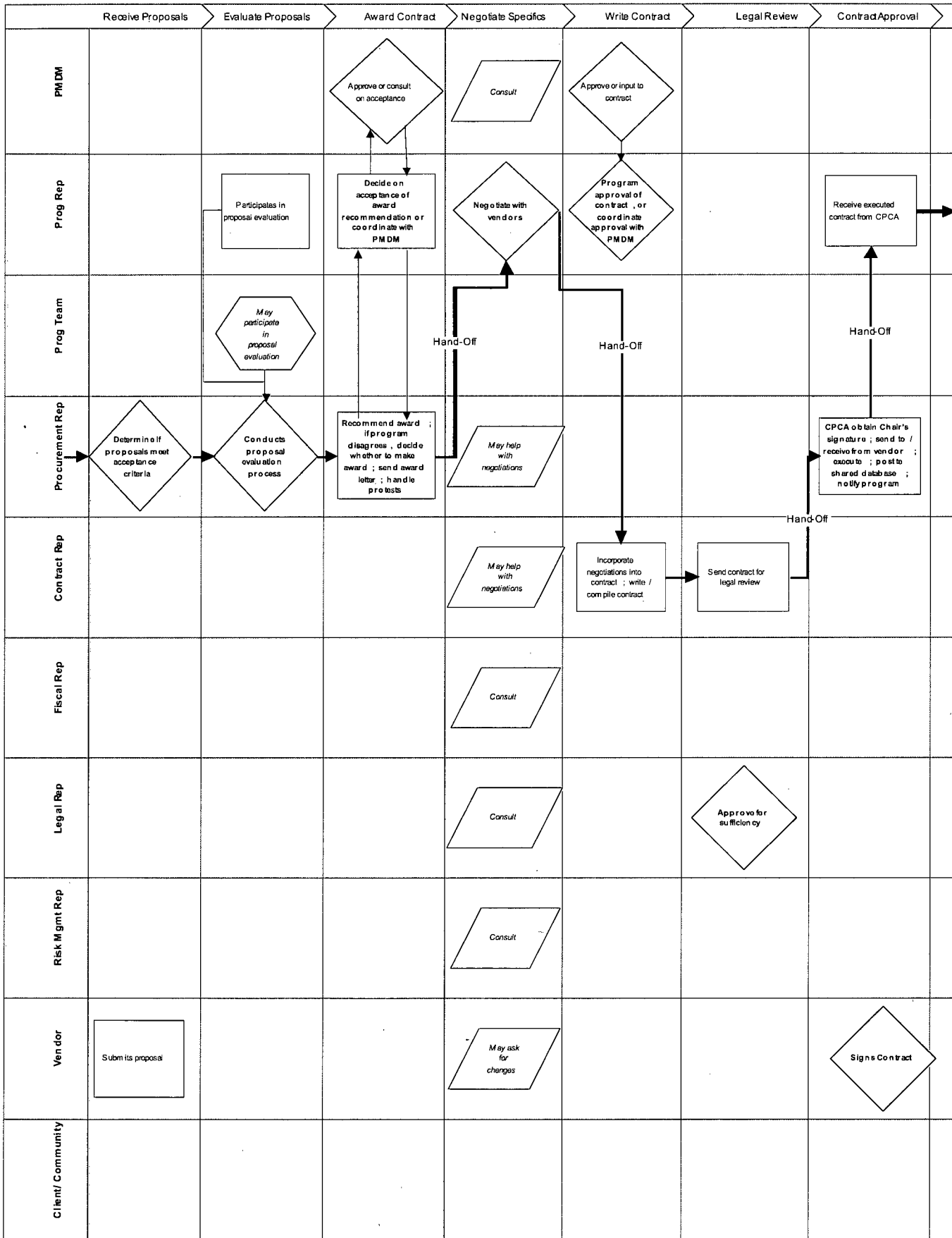
Upon receipt of the Chair's signature, CPCA obtains the vendor's signature. CPCA enters the appropriate information in SAP to indicate that the contract has been fully executed, and returns a signed copy of the contract to the program representative.



Key recommendations for contract development:

1. **CPCA forms a proposal evaluation panel** from a list of raters submitted by the program; the panel includes diverse perspectives, including program representatives and subject matter experts.
2. **CPCA guides the proposal evaluation panel**, using a standardized process and tools.
3. **SAP remains the system of record**; all involved use SAP in the same, optimal way.
4. **Do not require hard-copy of insurance**; use the Risk Manager's electronic file system.
5. **The contract representative** assures that all relevant elements are incorporated into the contract, supported by a new pick-and-choose contract library.
6. **The Statement of Work** in the contract is copied from, or based on, the specifications developed in the Contract Planning phase. All deliverables are written so that they can be readily monitored in the Contract Administration phase.
7. **Electronic notification** is sent to identified individuals when something is ready for review.
8. **Programs and departments use concurrent reviews.** No new eyes or surprises (e.g. new ideas or requirements) at the contract approval phase; anyone who needs to approve has been involved in the planning phase, before the contract is compiled.
9. **The Department delegates approval** to the lowest responsible level, with others generally involved for their awareness unless it is a high risk contract.
10. **Require only one County signature** on the final contract document.
11. **CPCA obtains the vendor signature** to reduce mail time. Rather than going back through the department, CPCA receives the signed contract from the vendor, executes the contract, posts to the shared database, and notifies the department.
12. **CPCA develops an electronic notification** method to inform department of where the contract is in the process.
13. **Implement electronic contracts** eventually to save paper and mail time.

Contract Development Flow Chart



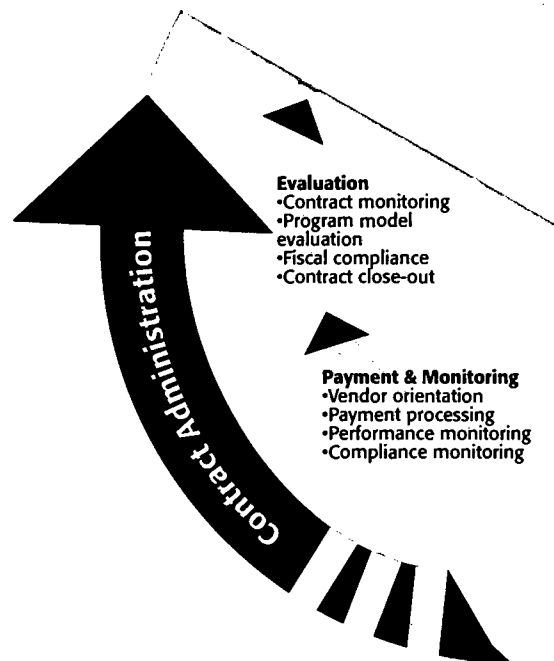
Activity Detail: Contract Development

Contract Development		
Award Process		
Receive Proposals	Evaluate Proposals	Award Contract(s)
<p>CPCA receive and record proposal.</p> <ul style="list-style-type: none"> - Check for responsiveness after closing. - Compliant with minimum requirements after closing. - Request clarification of proposal if needed. - Reject if minimum requirements not met. 	<p>Evaluation package, including conflict of interest, instructions, and schedules, sent to evaluation team.</p> <p>Team members read and evaluate on their own.</p> <p>Kick-off meeting for evaluation team.</p> <p>Collect conflict of interest forms.</p> <p>Orient team to evaluation process.</p> <p>May be oral interviews or product demonstrations.</p> <p>May include Best and Final Offer request prior to contract award.</p> <p>Evaluators make their final score.</p> <p>Evaluation scores compiled.</p> <p>Procurement Representative notifies the program of the intent to award.</p> <p>Program signs off (or disagrees) on intent to award.</p> <p>If program does not agree, use remedies to address.</p>	<p>Vendor meets minimum criteria for business qualifications (responsibility determination).</p> <p>CPCA sends out award letter.</p> <p>Protest period of one week.</p> <p>Handle any protests of the process; protest is either sustained or not.</p> <p>Decision of what to do about protest.</p> <p>Asses risk factors (Contractor Risk).</p>
Question: Is it on time and responsive?	Question: What's the best service and value to meet Multnomah County's needs?	Question: Who will we contract with?
<p>Needed Tools:</p> <p>Standard procedures in place at CPCA.</p>	<p>Needed Tools:</p> <p>Standard procedures in place at CPCA.</p>	<p>Needed Tools:</p> <p>Risk Assessment Tool</p> <p>Responsibility Determination Guidelines</p> <p>Reformulated QVSA Process</p>

Contract Approval and Negotiation			
Negotiate Specifics	Write Contract*	Legal Review*	Contract Approval*
<p>Program may elect to contract with or without negotiation.</p> <p>Program rep and provider meet face-to-face to fine-tune agreement.</p> <ul style="list-style-type: none"> - Clarify how things will work. - Review draft of contract. - Reach mutual understanding of what's in the contract. Program Rep is skilled to facilitate these meetings. <p>May need consultation from County Attorney, Risk Management, and/or CPCA if major change is requested.</p> <p>Verify insurance is on file or that contractor is getting the certificate.</p> <p>Team may include: Program Rep, program fiscal, contract writer, other program expert, Program Management Decision Maker.</p> <p>Vendor qualification is determined here (e.g. QVSA).</p> <p>Additional vendor qualifications such as QVSA are completed.</p>	<p>Implement consult advice.</p> <p>Contract rep complete contract development</p> <p>Mechanisms for correction of any problems or missing pieces (rarely).</p> <p>Compile language and associated documents.</p> <p>Set up Outline Agreement and finances in SAP.</p> <p>Set up contract management in a usable database.</p> <p>Future: consolidate documents (SAP, Contract Approval Form and contract) to reduce multiple entries; include contract value and annual release dollars.</p> <p>Staff receive training and use SAP to maximum efficiency.</p> <p>Program rep agrees all information ready to use.</p> <p>Electronic concurrent program review, fiscal review, and quality review (checklist) and sign off.</p> <p>Program Management Decision Maker reviews document prior to the Attorney review.</p>	<p>County Attorney conducts electronic review.</p> <p>Assesses for legal sufficiency of the agreement.</p> <p>Prior review of all shared terms in the library speeds review, with primarily the Statement of Work needing review.</p>	<p>Program signature by authorized person for the department through delegated authority.</p> <p>NOT THE PLACE FOR CHANGES; no new eyes.</p> <p>CPCA reviews for compliance with procurement requirements (including that insurance is on file), signs for the Chair, and sends on to vendor for signature.</p> <p>CPCA notifies program of status of the document.</p> <p>Vendor signs and returns to CPCA to be executed.</p> <p>CPCA executes, scans, posts to the database, and notifies program.</p> <p>CPCA keeps file of record.</p>
Question: What are the specific mutual agreements and understandings?	Question: Is the document complete and ready for outside review?	Question: What is the legal documented agreement?	Question: Is the contract completed?
<p>Needed Tools:</p> <p>Negotiation plan</p> <p>Negotiation summary</p>	<p>Needed Tools:</p> <p>Training on use of SAP.</p> <p>Shared electronic database and notification for concurrent review.</p>	<p>Needed Tools:</p> <p>Shared library of attorney-reviewed terms, exhibits and attachments.</p>	<p>Needed Tools:</p> <p>Shared electronic database; or electronic means to notify program of contract status.</p>

* NOTE: Copies are electronic up to the point CPCA sends to the vendor for signature.

D. Recommendations for Contract Administration



Major changes for Contract Administration

- **Vendor orientation held for each contractor.**

The program representative orients the vendor to the County's contracting requirements, which may include reporting protocols, invoice content and format, payment options, etc. This is the vendor's opportunity to ask process-oriented questions of the County.

- **Performance and compliance monitoring processes and standards established.**

The program representative monitors contractor performance to ensure contracted requirements are met often with the support of or delegation to others on the program team. The program representative is responsible for ensuring that spending and program utilization are monitored, for communicating to program management and other key individuals, and for using results of monitoring to improve contractor outcomes.

- **Quality and evaluation team established.**

Qualified neutral and objective evaluation professionals are used to evaluate whether the program model is effective in achieving

the desired outcomes. The results of their evaluation efforts are communicated back to the program representative, who is responsible for communicating with the program's key individuals. Evaluation findings are utilized in the contract administration stage as well as in future contract planning activities.

- **Fiscal compliance monitoring expanded beyond federal sub recipients.**

Currently, fiscal compliance is performed only for sub recipients of federal funds, but should be expanded to include other contractors. Primary emphasis will be given to contractors who are deemed higher risk, or who are heavily dependent upon County funds as a major source of their organization's revenue, or who have greater than 40% of a single line of the County's business.

Key recommendations for contract administration:

MONITORING PLAN

1. **Develop standard minimum procedures for monitoring**, so that there is greater standardization of expectations across the County.
2. **Each contract contains clearly defined outcomes or performance measures** that will be actively monitored throughout the life of the contract.
3. **Program representative develops a contract monitoring plan** to guide administration tasks over the life-cycle of each contract. The plan is built on the performance requirements in the contract and the risk assessment. The plan is filed on the shared database, and reviewed with the vendor during orientation.

PAYMENT AND FISCAL

4. **Program representative verifies that services have been provided** (e.g. through invoice review and/or data submitted on utilization), or delegates to qualified, knowledgeable staff. Availability of funds is verified, payment approved, and payment made to the vendor.
5. **Regularly review data and fiscal reports**, including by program or department fiscal staff, for indications of financial problems.
6. **Develop guidelines for monitoring requirements contracts**, (agreements to purchase services/goods at a given price without specification of quantity), to manage the risks related to the total cost of services versus total obligation.

7. **Expand fiscal compliance monitoring** to include more than federal sub recipients.
8. **Program representative develops open communication** with fiscal compliance monitoring and other partners.

PERFORMANCE MONITORING

9. **Program representative performs or coordinates contract monitoring**, to measure whether vendor has met expectations outlined in the contract.
10. **Performance results are posted on the shared database.** Everyone with a role in the monitoring plan alerts the program representative of any concerns, who in turn communicates with others in the contract communication plan.
11. **Monitoring may include a visual inspection**, such as a site visit, as identified in the monitoring plan. This should be coordinated with other departments utilizing the same contractor, who should also be alerted of any concerns.
12. **Develop expectations and guidelines for monitoring high-risk vendors.** Identify triggers to reassess risk, how to respond when these occur, and how to communicate among departments regarding shared vendors.
13. **Develop guidelines for addressing noncompliance** to support programs in decisions about handling problems with vendors. Although the program retains decisions on disciplinary actions, improve consistency of application of corrective action and progressive discipline.

PROGRAM MODEL EVALUATION

14. **Conduct program model evaluation judiciously**, to measure the effectiveness of the program design in meeting the needs of the service population or community.
15. **Create a quality and evaluation program** in the Department of County Management to provide objective evaluation of programs.

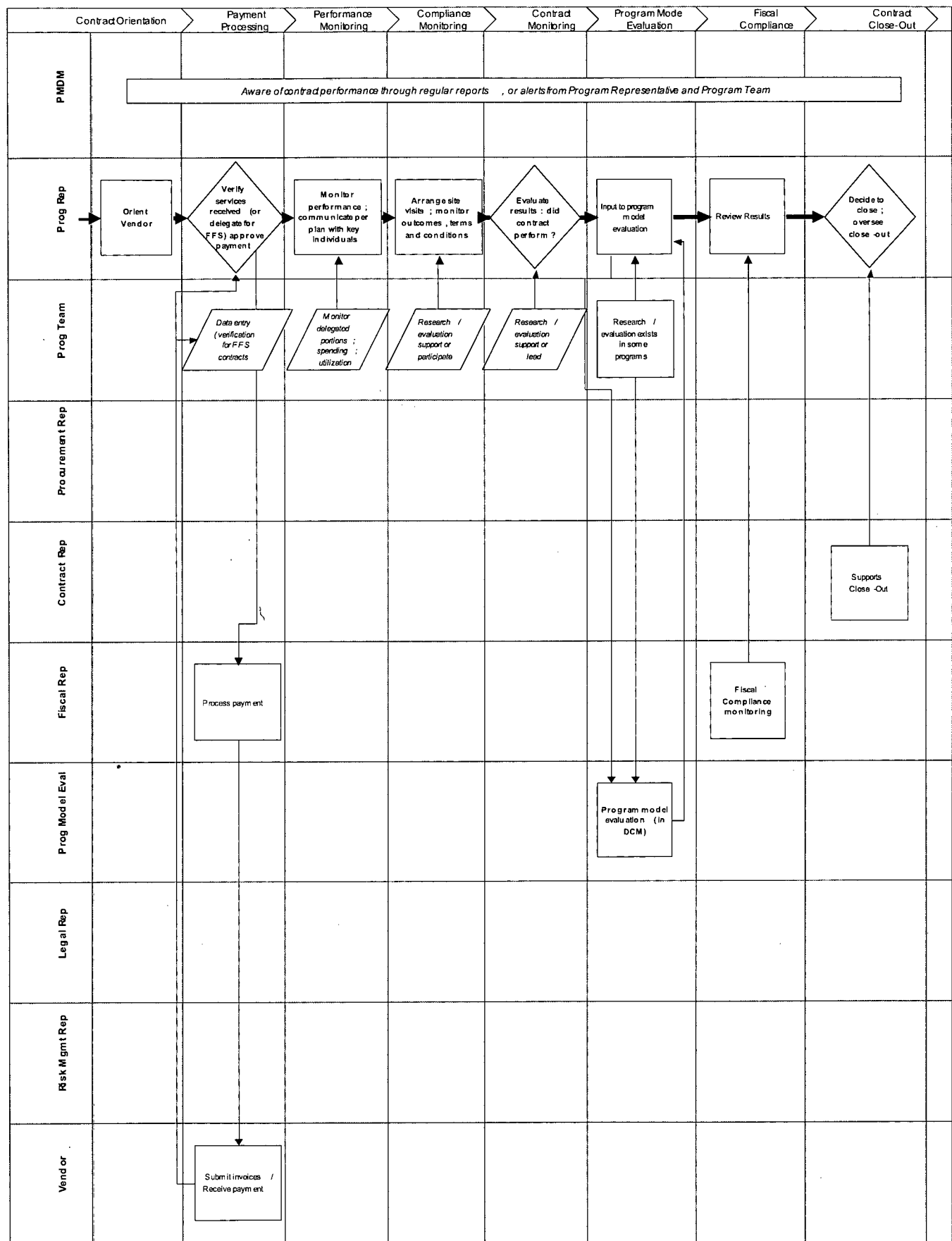
CONTRACT CLOSE-OUT

16. **Develop a close-out check list** to guide documentation of completion of the contract.
17. **Develop an objective close-out review** of how well the contractor performed, based on quantitative and qualitative elements, containing facts rather than judgments.
18. **Use feedback from contract close-out** to inform future contract and procurement decisions. Adapt to meet different circumstances of continuing vs. terminating contracts.

SUPPORT AND TOOLS

19. **Create a means for sharing best practices**, useful forms, and procedures.
20. **Develop a shared electronic database** that allows all involved to document and manage contract administration.

Contract Administration Flow Chart



Activity Detail: Contract Administration

Contract Administration			
Payment and Monitoring			
<i>Orientation</i>	<i>Payment Processing</i>	<i>Performance Monitoring</i>	<i>Compliance Monitoring</i>
<p>Program Rep develops monitoring plan for the contract</p> <p>Go over expectations with contractor, including monitoring plan</p> <p>Checklist for what to cover</p> <p>Team approach – data person, quality person, Program Rep leads</p> <p>Best if done face to face</p> <p>Technical assistance provided to contractor at contract start-up</p>	<p>Payment request received – same minimum information should be on payment requests across the County</p> <p>Request is verified (verifying invoice and receipt of services to the same minimum standards across the County)</p> <p>If verified – sent in for payment</p> <p>Gets paid and money goes to the contractor</p> <p>If not verified – invoice goes back to contractor for correction and resubmission.</p> <p>Technical assistance to the contractor if needed to correct/resubmit their invoice</p> <p>Invoice entered into shared database; includes funds, services and materials, and matches the contract</p>	<p>Program Rep monitors or coordinates monitoring, per the monitoring plan</p> <p>Monitor and report on indicators: outputs, outcomes and/or activities (varies), exceptions and unusual circumstances</p> <p>If not on track – follow up with contractor</p> <p>Tickler system to remind (e.g. workflow prompts), or to track along chain of process</p> <p>Technical assistance to improve contractor performance if needed</p> <p>Document results</p>	<p>Team approach led by Program Rep</p> <p>Focus on compliance with law, regulations or standards (e.g. licensure, sanitary facilities, etc.) that govern the program</p> <p>Schedule: could be annual, every other year, or based on prior results</p> <p>Desk audit and/or site visit</p> <p>Standard minimum procedures for how to conduct the process</p> <p>Send questions/criteria ahead of time</p> <p>Could be a surprise visit</p> <p>Document results: Yes/No</p>
Question: Does the vendor understand all expectations?	Question: Have services been received? Should we pay the vendor?	Question: Are they performing the service?	Question: Are they in compliance with standards, laws, regulations, and the contract?
<p>Needed Tools:</p> <p>Orientation checklist</p> <p>Sample contract administration and monitoring plan</p>	<p>Needed Tools:</p> <p>Standard minimum payment request items</p> <p>Invoice verification standards</p> <p>Shared database for entering service and payment data</p>	<p>Needed Tools:</p> <p>Sample monitoring indicators</p>	<p>Needed Tools:</p> <p>Standard minimum procedures for contract monitoring and conducting a site visit</p>

Contract Administration, continued			
Evaluation and Close-Out			
<i>Contract Monitoring</i>	<i>Program Model Evaluation</i>	<i>Fiscal Compliance Monitoring</i>	<i>Contract Close-Out</i>
<p>Decide on evaluation method/criteria for the contract.</p> <p>Use the data already collected to support contract monitoring.</p> <p>Look at outcomes achieved.</p> <p>Team comes together to look at it from different angles and assure objectivity: Program Rep, Fiscal staff, Quality.</p> <p>Client satisfaction or client input and option.</p> <p>Are there other evaluations to draw from?</p>	<p>Use to evaluate the effectiveness of an entire program model.</p> <p>Led by someone other than the Program Rep.</p>	<p>To be done for:</p> <ul style="list-style-type: none"> - Federal Sub Recipients, - Contracts over the 40% criteria, - High risk or red-flagged by department. <p>Future goal: Fiscal Compliance Monitoring provided for all contractors.</p> <p>Use a strong communication loop or shared database to assure communication between Program and DCM Fiscal compliance.</p> <p>If red flags are raised through program monitoring, an evaluation could be requested.</p> <p>DCM Fiscal compliance reviews contractor's audit; may provide Technical Assistance to contractor.</p> <p>Train all Program Reps on County fiscal policies and procedures.</p>	<p>Program Rep oversees. Contract rep may assist with this process.</p> <p>Assures that contractor has completed all processes.</p> <p>Feed results forward to extensions, or procurement make or buy decisions.</p> <p>Checklist for what to cover, e.g. billings completed, clarify product ownership; retention timelines.</p> <p>If ending contract relationship, assure program issues are addressed, such as transition planning for clients.</p> <p>Document lessons learned for ongoing quality improvement.</p>
<p>Question: Did the contractor meet performance expectations?</p>	<p>Question: Is the program model effective? Did we get the positive change we expected?</p>	<p>Question: Is the contracting organization fiscally sound?</p>	<p>Question: Have conditions of contractor been satisfied? Would you contract with them again (renewal)? What did we learn?</p>
<p>Needed Tools:</p> <p>Sample evaluation methods and criteria</p>	<p>Needed Tools:</p> <p>Sample performance evaluation tools and methodologies.</p>	<p>Needed Tools:</p> <p>Criteria for referral for Fiscal Monitoring</p> <p>Shared electronic database to document findings and concerns</p>	<p>Needed Tools:</p> <p>Checklist for Close-Out (for continuing, for terminating)</p> <p>Place to document lessons learned for shared learning</p>

E. Contract Amendments

Currently, a contract amendment requires the same lengthy routing, review and signature process as a new agreement. To better allocate staff resources based on risk, amendments should be separated into low and higher risk categories and handled accordingly.

Key recommendations for contract amendments:

1. **Streamline date and dollar amendments**, which change only the term dates or dollar amounts in an agreement (e.g. to extend a contract an additional year).
2. **Continue to use the current process for complex amendments**, especially those which change terms of the agreement (e.g., changes in the scope of work).
3. **Maximize the use of multi-year agreements** to minimize the number of renewal-type amendments required. Multi-year agreements may not need any amendments, or possibly only date and dollar abbreviated amendments.
4. **Continue to look for opportunities to simplify the amendment process** for lower-risk types of amendments.

F. Scalability: Intermediate Contracts

All the recommendations in this report were developed considering the large, formally procured contracts referenced in the Auditor's report. However, CAT members considered whether their recommendations were applicable to smaller, intermediately procured contracts as well (typically those between \$5,000 and \$150,000). The goal was to use a smaller process – not a different process – than that used for large contracts.

Key recommendations for intermediate contracts:

1. **Use the same process for intermediate contracts**, except that procurement may be conducted by the program where appropriate, steps are abbreviated, and contract administration may be simplified.
2. **Obtain technical expertise from a procurement representative** when needed.
3. **The additional training provided for large contract processing** will benefit the overall contracting system, including the system for intermediate contracts,
4. **Involve the procurement representative and contract representative** at the contract planning stage, as with large contracts, especially to support the writing of clear and complete specifications.

5. OTHER CONTRACTING PROCESS RECOMMENDATIONS

A number of other areas for improving the contracting system were recognized and considered.

Key recommendations on other contract processes:

1. **Create a shared electronic database.**
 - a. An electronic database is critical to the successful implementation of these recommendations, and should be scheduled for early implementation.
 - b. Everyone working on a contract needs to be able to see the same information at the same time. The shared electronic database should allow for shared planning, concurrent reviews, shared electronic storage, and improved monitoring.
 - c. Procurement for the Public Sector (PPS) is a SAP module already owned by the County. This module is able to provide many of these desired functions. Although Contracts Action Team members feel they lack the knowledge to recommend a specific tool, they suggest that research be done soon to identify a program that can address the above needs, and determine the cost for programming and training.
 - d. Consider allowing vendors access to portions of the electronic database if feasible, for the purpose of reporting data, entering outcomes, and viewing performance reports.
2. **Streamline the contract document and boilerplate versions.**
 - a. To make contracts more useable, reduce unnecessary contract verbiage, and streamline the number of versions in use.
 - b. Boilerplate means the elements that are the same from contract to contract, or for a group of similar contracts, including the Standard Terms and Conditions, Exhibits, and Attachments. Boilerplate elements may be County-wide, or only for a particular department, program or funding source. Attachments may vary based funding requirements and service components.
 - c. Place the Statement of Work (SOW) first in the contract, instead of buried among boilerplate elements. The SOW is the only part of the contract that is unique, and contains elements that are in the cover memo (which is recommended to be discontinued).
 - d. Conduct a process to streamline the number and versions of boilerplate elements. Eliminate unnecessary language that has accumulated over time. Merge similar versions, but maintain separate versions where there is a funding or programmatic need. Obtain County Attorney review of each element. Store components in a shared library.
 - e. This streamlining should be scheduled for early implementation. A small team, including a County Attorney, would prepare a first draft for program review, to assure suggestions meet unique funder and program needs.
 - f. Boilerplate elements should be reviewed on a scheduled basis, e.g. every two years.
3. **Create a contract development library.**
 - a. Create a library of standardized pick and choose boilerplate elements.
 - b. Using these pre-reviewed standard boilerplate elements would reduce the need for legal review of these sections when contracts are assembled.
 - c. The library would include all the exhibits and attachments to pick from for each department, program, or funding source, as well as language for revenue contracts.
 - d. The library could also include suggested language for specifications, statements of work, and payment terms, which programs could use or adapt.
4. **Create a contract document checklist.**
 - a. Create a checklist of elements that should be in the contract document package, including elements from the pick-and-choose library.

5. Re-establish a contractor responsibility determination process.

- a. Develop a Responsibility Determination checklist, to be used no later than the procurement or award process, as due diligence to assess viability of the vendor. This could be incorporated in the risk assessment data from the contractor, and tied to the indicators for Fiscal Compliance Monitoring.
- b. In a later stage of implementation, consider resurrecting a simpler, ongoing Qualified Vender Selection Application (QVSA)-like type Responsibility Determination process that is more focused and less bureaucratic than the prior process, and does not build barriers for a small organization. The process should be scalable, based on the size of the program.

6. Further restrict payments on unexecuted contracts:

- a. CPCA should continue with plans to work with departments to develop a technical fix to restrict payments on unexecuted contracts.
- b. In the proposed process, payments could not be made on an Outline Agreement (OA) until an approver in CPCA released the OA for payment. This release would take place once a contract is signed and executed, or an exception has been made.
- c. Procedures are needed for an exception process, and for who approves these exceptions.
- d. In the interim, CPCA would need to develop a tracking system to support communication with the program/department.

7. Improve the process for monitoring complex contracts: lead agency with subcontractors, third party contract, fiscal intermediary, and consortiums.

- a. There is a risk exposure in using these contracting arrangements that needs to be articulated both in the contract and in the contract administration phase.
- b. No subcontracts should be permitted in County contracts without creation of a subcontractor monitoring plan.
- c. Complex contracts should be a factor on the risk assessment tool, to trigger additional contract language and changes to the contract administration plan.

8. Define contract enforcement options.

- a. Standard terms and conditions should outline dispute resolution options, and a corrective action process for non-compliance or program deficiencies.
- b. Decisions about sanctions may need to be elevated above the program representative, and include the program management decision maker, and perhaps the department director or CPCA.
- c. Improve clarity about when to consider sanctions, and about who decides whether to impose sanctions when they are warranted.
- d. Improve consistency in the application of sanctions, especially when more than one program is involved with a contractor.

9. Improve use of forms.

- a. Contract Approval Form (CAF): Serves as an internal summary document, consolidating source data, and should be redesigned to conform to the latest contract policies, practices and processes. Provide training so this form is completed the same way by everyone. Schedule revisions and training for early implementation.
- b. SAP Vendor List: Clean-up of this list is in process. Training is needed on how to use SAP in order to improve uniformity of assignment of material master codes, general ledger codes, and WBS elements.

6. TRAINING RECOMMENDATIONS

Training is key to realizing improvements in the contracting system.

Key recommendations on training:

1. **CPCA provides leadership in developing a training plan**, utilizing skills and experience from across the County, and using adult education and training principles.
2. **Develop a short orientation training** to the new contracting process, similar to Contracting 101 that introduces people to the County core values, the contracting process, and general expectations. Include the new contracting framework, the roles and how each role fits in, the tools, contacts, and mentors. Require training or refresher courses for everyone involved in contracting: new employees, on-going employees, and those moving to different roles.
3. **Identify the role, authority, and core competencies for each function.** Develop mandatory training for those core competencies, and additional training that is optional for professional development. Require all managers to support this training expectation.
4. **Train each person involved in contracting to their role and responsibility.** Required training should be based on the specific role of a manager or staff member.
5. **Use skills of the County Attorney's office** for training on how to write statements of work.
6. **Partner with Human Resources and Talent Development** to be sure expectations are clear for current employees and that competent staff are recruited.
7. **Tie core competencies to an individual's job description.** Consider both the necessary technical competencies, and Human Resources' Core Competencies model that measures abilities around communication, time management, analytical ability, and organization skills.
8. **Develop training on the tools and processes** recommended in this plan, e.g., use of the shared electronic database, the pick and choose contract library, and various checklists.
9. **Form a new contracts users group** to share internal best practices. Consider an annual meeting for all, and a quarterly meeting for peers with like responsibilities. Post minutes on a shared server so all can read.
10. **Create communication methods (email, user groups, etc.) that are user-group specific.** This will enable people involved in different phases of the contracting cycle (planning, development, administration) to share and receive information which is tailored to the work they are doing.

7. POSSIBLE COUNTY-WIDE QUICK FIXES

Eight quick fixes have been identified for county-wide implementation, some of which may be completed by the time this report is released. A quick fix is something that can be done within the next three to six months that will result in immediate time savings or work improvement.

Key recommendations for quick fixes:

MEMOS

1. **Eliminate the requirement for a Cover Memo** for contracts, as all the information is included elsewhere. Improvements to the contract document, such as placing the Statement of Work first, will eliminate the need for this information to be pulled out into a Cover Memo.
2. **Eliminate the Retro Memo** as soon as CPCA implements the SAP process to restrict payment on unexecuted contracts.

CONTRACTING

3. **Eliminate the need for an exemption** if there is only one response to a Notice of Intent (NOI). Allow contracting with the responder to proceed without added delay.
4. **Increase the direct pay threshold**, which has remained at \$5,000 for decades despite inflation. Raising the limit may be done without an increase in risk if this is tied to inflation and maintaining constant purchasing ability.

AMENDMENTS

5. **Eliminate the renewal amendment form.** CPCA currently maintains two service amendment templates: a generic service contract amendment and a service contract renewal amendment. Since renewals are basically a type of amendment, the separate renewal form is not needed. To extend a contract for an additional year within the procurement authority, the generic service contract amendment may be used.
6. **Simplify date and dollar contract amendments for small changes or extensions.** Eliminate the need for CPCA review. Delegate signature authority to the departments. Implement a pilot project to test this process in one program; if it is successful, roll it out for other programs and set up a post-review process to monitor implementation.
7. **Modify PUR-1 to change the 20% rule** to apply to the procurement authority rather than the original contract amount. This would allow changes to be authorized by the department as long as they do not exceed 20% (one fifth) of the total value of the procurement, and thus eliminate the need for many contract amendments.

PROCESS FOR UPDATING RULES

8. **Convene a County-wide focus group to provide input on annual rule changes** for PCRB, CON 1 and PUR 1. Create an on-line place to post ideas for improvements anytime during the year. The focus group would evaluate posted ideas as possible simplifications or improvements.

8. IMPLEMENTATION OF RECOMMENDATIONS

The recommendations contained in this report cannot all be implemented at once. Implementing the recommendations in stages would allow time to put necessary tools in place, and plan for changes in roles and responsibilities.

Flexibility to adapt to unique needs may need to be considered during the implementation phase.

Key recommendation for implementation:

1. **Communicate the proposed process** to employees who are involved in contracting, as well as to vendors, following the Board's feedback on this report. Create channels for input to the implementation plan.
2. **Assign a project manager to manage planning and implementation** of these recommendations. With authority from the project sponsor, the project manager would draft the implementation plan, support the Steering Committee and work groups, maintain communications, and track and report on progress.
3. **Convene a Steering Committee** to advise on implementing CAT recommendations. The Steering Committee would help prioritize work, develop an implementation plan and timeline, review recommendations from work groups, and assess the need for changes in these recommendations.
 - a. The Steering Committee should include a mix of practitioners and managers across the different departments and functions, including a fiscal representative. There should be a good overlap with CAT team membership.
 - b. Expertise should be available to the Steering Committee as needed from Human Resources, Talent Development, the County Attorney, SAP, Risk Management, and others.
 - c. CPCA should coordinate and provide staff support to the Steering Committee.
 - d. Request the Leadership Advisors from the current process to continue forward as advisory to the Steering Committee as needed.
4. **Convene an External Group** to advise the Steering Committee and County Board on contract system improvements from their unique perspectives:
 - a. Review this report, and recommend additional improvements to address the audit findings.
 - b. Recommend additional best practices or innovations.
 - c. Share ideas or examples of how to simplify the process based on their organization's experience.
 - d. Be available to review and advise on the implementation plan, as well as on this strategic framework.

Recommendations for early implementation:

The following recommendations are critical to have in place prior to moving forward with the remaining recommendations. A few can be done without additional funding.

No additional investment needed:

1. **Implement the process to restrict payment on unexecuted contracts,**
2. **Create a Tool Development Plan** and timeline for the tools identified in this report; begin to create the priority tools and checklists.
3. **Implement all quick fixes** as outlined above.

Requires investment to continue Process Improvement work:

1. **Create a multi-department Steering Committee**, with staff support from CPCA.
2. **Create an Implementation Plan** for all recommendations – synchronized sequence for start up and budget recommendation. Involve departments not represented in this process.
3. **Create a Communication Plan** for roll-out of this Report and the Implementation Plan.
4. **Create a Training Plan**; develop and begin delivering training on the new contracting process.

Requires investment for System Development:

1. **Create a shared electronic database**, program the database to meet the needs recommended in this report, and train staff on use.
2. **Begin having CPCA obtain the vendor signature** and executing the contract.
3. **Develop a detailed Roles and Responsibilities chart**, including better definition of responsibilities, and a staffing needs analysis.
4. **Strengthen CPCA to be able to ensure compliance** with the new contracting framework. Specific support is needed for a spot auditing process, or new compliance staffing.
5. **Programs and departments begin to analyze how to implement these recommendations**, which will likely require additional staffing (most likely in the Contract Administration phase).
6. **Develop the additional tools that are needed** per the tool development plan.

CONTRACTS ACTION TEAM MEMBERS

Management Team

Jana McLellan	Project Sponsor, Chief Operating Officer for Multnomah County
Mindy Harris	Project Lead, Chief Finance Officer, Department of County Management
Brian Smith	Project Manager, Acting Manager, Central Procurement and Contract Administration (CPCA)
Kamala Bremer	Kamala Bremer & Associates, Facilitator
Sherry Taylor	Project Support, Lead
Kathi Braeme-Burr	Project Support

Leadership Advisors

Wendy Lear	Health Department
Kathy Tinkle	Department of County Human Services
Kathleen Treb	Department of Community Justice
Mike Waddell	Department of County Management

Core Team

Alicia Boris	Department of County Human Services, Contracts Unit
Darren Chilton	Health Department, Business Services
Ellen Churchill	Department of Community Justice, Research and Evaluation
Nancy Culver	Department of County Human Services, SUN and Community Services
Emilie Schulhoff	Department of County Human Services, Business Services
Nancy Walters	Department of County Management, CPCA
Christine Wilson	Department of County Human Services, Aging and Disability Services

Resource Team

Mark Adams	Health Department, Environmental Health
Deb Baucom	Department of Community Justice, Contracts
Lee Girard	Department of County Human Services, Community Services
Lailah Hamblin	Department of Community Justice, Contracts
Ed Jones	Department of County Human Services, Contracts Unit
Kristie LoPresti	Department of County Human Services, Contracts Unit
Cilla Murray	Department of County Management, SAP
Joan Rice	Department of County Human Services, Mental Health
Margy Robinson	Health Department, HIV
Priscilla Salvador	Department of County Human Services, Contracts Unit
Peggy Samolinski	Department of County Human Services, SUN
Peter Tryon	Department of County Management, Facilities

APPENDIX 1: CUSTOMERS SURVEY RESULTS

Overview

Between November 3, 2008 and November 12, 2008, CAT Team members conducted an exploratory survey of internal and external key informants, selected for their direct involvement with the County contracting process. Information from these interviews was gathered to represent the customer perspective in the recommendations addressing the Multnomah County Chair and the auditor's concerns relating the Multnomah County contracting process.

Executive Summary

The following themes emerged from the typed transcript of these interviews. The themes are grouped according to current issues and ideas for improvement.

External Customers	Internal Customers
Thoughts and Issues: <ul style="list-style-type: none">• The contractor is a partner• County staff are helpful, good to work with• Current process is cumbersome, repetitive, and ineffective• Not receiving a fully executed contract on time is a problem• Want more upfront collaboration• Want more consistency across departments• Want clear, understandable and achievable deliverables	Thoughts and Issues: <ul style="list-style-type: none">• Good cooperation internally is needed• The contracting process lacks County-wide leadership• Poor response and remedy to problems• Timeliness is an issue• The process is cumbersome, repetitive, and ineffective• Compliance and performance monitoring is inconsistent• Want clear, understandable and achievable deliverables• Want accountability from stakeholders• Want training• Want an effective contract tracking system
Best Performance Looks Like: <ul style="list-style-type: none">• Upfront collaboration• Uniform process and product• One central point of contact with the County for each contract• On line mechanism for capturing change ideas for the next contract cycle	Best Performance Looks Like: <ul style="list-style-type: none">• More upfront collaboration• Develop a uniform process and product• Provide one central point of contact for each vendor• Provide an online mechanism for contract tracking and reporting• One point of contact at CPCA for technical assistance

Methodology

A sample of customers with direct involvement with the contract process was selected for a key informant phone survey. The survey draft was tested and wording changed slightly as a result of the test. The updated survey was fielded between November 3, 2008 and November 12, 2008. The Contract Action Team conducted a total of 30 surveys; 14 were with contractors and 16 were with internal customers. Interviews included ten large non-profit agencies that contracted with multiple programs.

- The CAT core group decided against a comprehensive survey. The agreement was to obtain an information snapshot from a few key people.
- To increase both response rates and address timing concerns the group elected to perform a phone survey.
- Customers were not asked to rate the entire county, but just to answer the questions from their perspective.

¹The last question asked on the survey was "Is there anything else you'd like to tell us about? Because the responses to this question were very detailed and specific, they were not included in the themes analysis. A list of these suggestions can be found in the Appendix.

- The group decided against trading contacts for perceived objectivity instead believing their familiarity with the key informants would actually be an asset in getting more information quickly.
- The core team members decided among themselves which vendors would be interviewed based on their internal knowledge of key customers.

Common Responses to Survey Questions

With the very general themes in mind below is a list of verbatim comments that best capture the overall themes that emerged.

Responses from the External Customer Perspective

Question #1 "What works regarding the current contract process?"

The contractor is a partner.

- There are a couple departments she "loves" working with because of the close collaborative and cooperative working relationship that exist between the vendor and the department staff.
- [It works] when County representatives work with me to develop the scope of services for their department, rather than determining the scope of services without talking with me.

Good Response and remedy to problems

- All of my contract contact folks are really great to work with. If I have questions, they always seem willing to kick ideas around or provide technical support.

Question #2 "What doesn't work regarding the current contract process?"

Process is cumbersome repetitive and ineffective.

- Multnomah County contracts are difficult. They are not well described or managed so that we see no conformity across programs and Departments. Billing is complicated, cultural competency needs are different from Department to Department. Federal service dollar contracts contain no detail or CFDA and the funding is difficult to decipher. Too many questions left up to as the individual programs at the county. Timelines are a problem, too. Many documents are retroactive. Sometimes we have to start work without a contract and that is bad business practice.
- I have concerns about the panel that is chosen to review the proposals. They are supposed to be people who are connected in some way but not in any way that could have a conflict of interest. I realize that this is a challenge in such a small community, but it concerns us that individuals are making an important decision simply based on what is in front of them at the moment without having a clear understanding of how agencies work.
- Being kept in the dark and told at the last minute when changes occur that will affect existing or future contracts. These are bi-lateral agreements and vendors should be involved in or communicated with on any changes to the contract, particularly if they involve compensation.
- There is some awkwardness in combining various and sometimes unrelated services into one contract package. Since the agency's policy is to have all the program managers review their sections and approve them before final signature, sometimes agency personnel feel compelled to approve their program piece of the contract even though slight issues remain. There is pressure to approve sections to avoid holding up the entire process and causing interruption in service delivery and/or payment.
- Contracts are generally finalized before an agency can provide any input; therefore, there is literally no opportunity for any negotiations or discussion prior to execution. Also, when contracts are received late and services are being performed, the agency is less apt to raise any objections or issues that would cause delay in receiving payment since payment cannot be made w/out having a fully executed contract in place.

Not receiving a fully executed contract on time.

- Timeliness of receiving contracts for final signature could be improved. If services are to begin or continue by July 1st, contracts should be received at the beginning of June. They generally see contracts arriving mid to late

July or even longer. This needs to be improved since they feel their put into a risky financial position. He would guess they receive approx 50% of their contracts on time.

- Many documents are retroactive. County has taken a long time to produce contracts but then expect a very quick turnaround time in our shop. Doesn't seem fair that all of the rush is on the provider side.
- A timely contract process. Certain departments have a tendency to process their contracts very late (i.e., well after the execution of service) and they would like to receive them promptly, prior to service delivery. Because of the lateness of receiving the contract, there is an urgency to sign and accept the terms as is (knowing it can be amended later) so as not to delay receipt of payment. Vendors should be able to review contracts prior to receiving them for final signature.

Question #3 "What do you want or need from the contracting process?"

Want clear, understandable and achievable deliverables.

- More concise, to the point RFPs. Very clearly written RFPs that leave no doubt as to what is being funded.
- Continuing dialogue/communication between the department staff and vendor. Keeping vendors informed of changes to existing contracts and involved in planning for future services or capacity building.
- She would like to request a one page summary report that describes all the relevant details of the contract, similar to the County's Contract Approval Form (CAF) that would be attached to every contract.

Question #4 "What would a "5" on this scale look like to you?"

More upfront collaboration

- I think there needs to be mechanism for the data to be presented and then verification/fact finding about the proposal and an opportunity to discuss the proposal in an oral presentation.
- Allow more time and more up front communication. Would love to see contracts 1-2 months before the start of services.

Develop a uniform process and product.

- Consistency across the departments. The contracts, themselves, differ between departments. Some contain multiple attachments that are not even relevant to the agreement. Too much redundant language.

Provide one central point of contact.

- Central point of contact for each department, without having to go through layers of staff before resolving issues or getting answers to questions.

Provide an online mechanism for capturing change ideas.

- It would be nice to have a mechanism that we [in the field] could use to capture language changes for the next contract cycle. Sometimes we have language improvements we would like reflected but they are not deal breakers. It's not that the language is wrong just that new language would be better, for example we might want to revise admissions criteria. Because the County writes the contracts and send them to us, they could easily miss these items. An online mechanism that could capture these language change ideas for the next contract would be helpful.

Responses from the Internal Customer Perspectives

Question #1 "What works regarding the current contract process?"

Good Collaboration

- The current Health Department team of AP/AR/Contracts works well together from contract development, to management, to billing. They communicate with one another and with the Multnomah County project manager which significantly reduces issues.
- The partnership with the DCHS contracts unit is good.
- In ADSD, we view our contractors as a resource, and in many ways, we view them as "partners" in the provision of services.

- It has been helpful to have on staff person assigned to us. That person can then track down anything that is missing or needs special attention.

Question #2 “What doesn’t work regarding the current contract process?”

The contracting process lacks County-wide leadership

- Lack of centralized County leadership and guidance
- There is a lot of written administrative guidance but no common interpretation of that guidance
- Not so much about the contracting process, but lack of MANDATORY training that each person should have to develop and monitor contracts. I was given a 15 minute overview and the contract was handed over to me. I think there should be mandatory training involved.

Poor response and remedy to problems.

- Inconsistency of application and interpretation of contracting policies and practices. How long it takes to execute a contract. The culture that drives throughout county staff, typically the first response is, “no, can’t work” rather than how can I help you ... that you are within the law, practice and policies.
- Unclear who to talk with to get procurement or contracting information at CPCA.
- The division requests an exemption - which is their ONLY option and is then dinged by CPCA for having too many exemptions.

Timeliness is an issue

- It takes too long and I think there are systemic issues. The length of time it takes to complete the contract process is one of the biggest contributing factors to having late executed contracts, which then exposes the County to risk or puts clients at risk when services cannot be provided and paid for.
- We need a faster and easier way to contract with providers that the State dictates. Most of the time the State is late with their requests and by the time we get the funding, the providers are desperate. Our process takes too long for a State mandated contract.

Process is cumbersome, repetitive and ineffective

- We have no centralized, good system for tracking contracts, consequently things can get lost in the process. For example, this happened recently when an ADSD contractor was incorrectly required to provide professional liability insurance, but it was not tracked adequately and resulted in a late contract execution.
- We need better standardization and streamlining of processes. Excessive reviews and controls create bottle necks and slow down the process and are not necessarily value added.
- Bottle necks are also caused by lack of delegated authority when key reviewers/authorized signers are out of the office. Recently ADSD had to wait a week for one authorized signer to return from vacation. Delegated authority should be identified to avoid this from happening again.
- Have a standard County boilerplate rather than multiple boilerplates.
- Contract partners are unhappy about having to submit duplicate information for different programs within County. For example, could insurance requirements be submitted once for all programs and updated as needed?
- There is a bottleneck on the solicitation process – is there anything we can do to routinize processes to speed things up?

Compliance and performance monitoring inconsistent.

- I was trained on how to write a contract and move it through the contract process years after doing it. I feel disconnected from the contract folks unless I initiate contact with them. There is no real direction or support on contract monitoring, from what I know....depts. and programs are on their own. I also feel incompetent to address fiscal monitoring of contracts.

² The last question asked on the survey was “Is there anything else you’d like to tell us about? Because the responses to this question were very detailed and specific, they were not included in the themes analysis. A list of these suggestions can be found in the Appendix.

Participants were asked to rate the current contract process using a five point scale. The question was, “On a scale of excellence from 1 to 5 where 5 is the highest excellence, how would you rate the current contract process?”

Question #3 "What do you want or need from the contracting process?"

Want clear, understandable and achievable deliverables.

- If several contracts have a similar format and requirements, if the Attorney could sign off on one and not need to sign off on each individual contract, and each separate amendment that would help a lot. I need the ability to make amendments without going through the entire process if all I am changing is the amount of money and the amount of work accordingly, i.e. I am not changing the scope of work or the type of work being done.
- Annual review of boilerplate language to ensure up to date information and references are being used
- Staff support (additional staff) so we are able to update, share and implement on new rules/procedures/processes
- Better tool(s) for our customers to easily obtain forms and other information (web site)
- County MWESB certification process
- Automatically authorize maximum dollar amount for CSS/CPQ process – (could eliminate amendment procurement requests)
- Consistent application and interpretation of policies and practices, timelier processing, better attitude of customer service, and an attitude of "not police", rather role is to provide technical assistance through the contracting process

Accountability

- More ownership and support from the various stakeholders involved.
- People need to be more accountable and take their contracting role and responsibilities seriously.
- Increased curiosity, analytical ability, and more ownership, buy-in, responsiveness from all the stakeholders involved in the process.
- Department culture and thinking needs to be changed to promote responsibility, ownership, responsiveness, and pro-activity for buying, soliciting, maintaining, monitoring and evaluating contracted services. This could be addressed by training(s) that first focus on the make/buy decision analysis and then what role and responsibility do the stakeholders play in a successful contract process once the decision has been made to buy.
- If we are going to be able to do performance monitoring and evaluation we need to streamline the solicitation process so that program staff has time at the other end of the contract process to do monitoring and evaluation.
- Having consultants to go to for help for performance monitoring would be helpful.
- More capacity to do fiscal monitoring would be helpful.

Training

- Management training and division interaction. Division management would like regular meetings with the Contract Unit or Contracts Supervisor and wants them more involved with the program so they can realize what the issues with the program are. There is no connection between department management and the Contracts Unit.
- The Department needs management training on contract requirements for better efficiency. Division management does not know what CPCA requires, what procurement requirements are and they are very frustrated. All they know is they need something and we are preventing them from getting it.
- Maybe some sort of peer review on writing/monitoring contracts-perhaps just within the office or an ongoing group of peers that can review for quality.
- More education and training for program staff so they have a better understanding of the process and their options.
- More support on fiscal management of contracts.
- Annual update meeting from CPCA (significant changes and how they should be applied)

Effective Contract Tracking System

- Confirmation of procurement authority or a way to tie procurements and contract together so they are easy track, Confirmation that work is being performed per the contract and payment is only happening after this has been confirmed, an easy way for procurement and contract people to see what contracts the county already has in place

to identify if joint procurements may be done in the future, or if the contract that is in place can be used by multiple departments. Mandatory use of or the elimination of Central stores for all administrative supplies.

- Improved data integrity from an enterprise wide perspective
- Want and need good communication about changes so that she can get her job done effectively.
- I need a way to easily see where the contract is in the signature process. It takes too much staff time for me to monitor when I send it off, ensure that I check on it at the right time, call Contracts, and then have one of their staff check to see where it is, call that office... It also needs to be clear who is watching that process, and when the contract should be completed so I know when to check about it.
- I would like for the contracts folks to send 'ticklers' to me about contracts that are expiring or need renewals...time just flies and contract stuff is only a small part of my job. I need help in remembering what is needed and when.

Question #4 "What would a "5" on this scale look like to you?"

More upfront collaboration

- Regular meeting of contracting staff only, related to updates
- More involvement in the scope of work content to improve quality of contracts. Recognizing they are not the subject matter experts with regard to specific program content, however, they should know contracts 101 basics and the language/wording necessary to write and execute a "durable" agreement
- A quick timely response from contract's unit staff. A contract that is well written, organized and formatted well. All required documents are included. Contracts are turned around quickly. Contracts staff provide frequent status reports and follow up on issues timely.
- If we could look to others for answers on how to run the process smoothly. Need more resources and assistance and ability to deal with unforeseen circumstances. Positive Collaboration instead of punitive.

Develop a uniform process and product.

- A one-page diagram on how to start and finish the process, all the desired competencies needed and people to turn to for peer support.
- County wide consistency when possible
- More County wide procurement (especially on smaller/contracts)
- Auditing on a County wide basis vs. Department
- More consistency, e.g. how things are handled, expectations, follow-up, contracts documentation, etc.
- The process takes way too long. It sometimes takes 3-4 months from the time of contract request to the time we have an executed contract. This process needs to be streamlined to move much quicker. Providers pay the price of waiting for funding because we can't pay on unexecuted contracts.
- The contract renewal process coincides with budget season and the same folks are tasked with both jobs. They can't manage these two processes simultaneously, so budget wins and contracts get pushed aside often resulting in unexecuted contracts on July 1. It would be nice to have a more flexible schedule for contract renewals considering the contract loads of the divisions and the amount of staff they have to produce them.
- There should be an expedited process for small changes that require an amendment. It is very costly to take an amendment through the entire process for something as small as a rate change. There should be some sort of due-diligence that the department could do to fulfill its obligation without the cumbersome and very costly process of a full blown amendment. When you add up all of the staff that is required to touch a contract or amendment and you are doing something as minute as reducing funding by \$75. The cost of the process is outrageous and should be streamlined.

Provide one central point of contact

- CPCA needs to be as good on the contract administration side as they are on the procurement side.
- CPCA needs to develop a central decision/control point.

Provide an online mechanism

- Our process would be completely electronic
- Consistent reporting, e.g. SAP
- Some sort of mechanism to match purchases and services with other departments so we have better buying power, and we are not duplicating services
- More interaction between division management and contract staff. More training for division managers.
- Precisely defined contract expectations that are measurable and reimbursable. Enterprise wide data (in SAP) that exactly matches the written contract. Enterprise wide data that can be used in reports without requiring days of data clean up.
- As stated, standard processes, easy electronic routing and file access, a cradle to grave tracking process, centralized training and oversight for the entire county.

APPENDIX 2: SAMPLE RISK ASSESSMENT FORM

The Contracts Action Team briefly reviewed various models for risk assessment. The following tool, developed by the State of Washington, best reflected the types of risks related to large human services contracts. The team recommends that a similar tool be developed specifically for Multnomah County.

ESA CONTRACT RISK ASSESSMENT WORKSHEET (revised 6/11/2007)

- See Instructions on Reverse Side -

Contractor Name:

Contract #

Start/End Date:

Contracted Service(s) Provided:

Risk Assessment Type:

☐ Screening/Pre-Selection (Optional)

☐ Initial

☐ Revised

	SERVICE RISK FACTORS & ASSIGNED RISK VALUES	Pts.	RISK VALUE	RESPONSE STRATEGIES (Suggested Action Steps for contract and on-site review)
1	This is a new program or service, or a significant change to an existing service (within the past year)	(3)		New programs or services may require early monitoring to ensure any technical assistance issues are addressed adequately
2	Statement of Work is complex – there are multiple components to the service to be provided	(2)		Complex programs or services may require early monitoring to ensure any technical assistance issues are addressed adequately
3	Unsupervised access to clients	(5)		May include services provided in client's home or under circumstances in which contractor has unsupervised access to clients. Assess the degree of vulnerability of the clients served by the program. Background check may be required.
4	Clients may be exposed to safety risks – e.g. the service includes transportation of clients, or training involves machinery	(5)		The contract should address this risk by ensuring that adequate insurance is required.
5	Contractor(s) for this service will determine who will receive services and/or what services each client will receive	(2)		This situation may require close monitoring of billings to ensure contractor stays within contract or program expenditure limits.
6	Federal funding is used for this program or these services	(3)		Federal funding requirements must be evaluated to ensure all federally required reporting and controls are included in contracts and monitoring tool
7	Contractors are subrecipients of federal funds for these services (SPECIAL MONITORING REQ.)	(1)		Subrecipients must be monitored to ensure receipt of the Federal Funding Inventory Form, annual updated Indirect Cost Rate Certification, and annual receipt of A-133 Audits.
8	Payment method to be used: <ul style="list-style-type: none"> ∞ Performance Based ∞ Fee for Service ∞ Cost Reimbursement 	(0) (1) (2)		<ul style="list-style-type: none"> ∞ Perf. Based - Contract must include adequate reporting to ensure required performance is achieved. ∞ FFS – Reporting must include adequate tracking of services performed[∞ Cost Reimb. – Contract must include language to track progress toward achievement of contract to ensure budget isn't overspent in early stages.
9	Contracts will be awarded for this program or these services utilizing: <ul style="list-style-type: none"> ∞ Competitive Procurement ∞ Non-competitive or Sole Source 	(0) (1)		If contractor is non-competitive or Sole Source, documentation of the basis for the award should be included in the contract file for client services as well as personal services. There is a higher risk of scrutiny or protest for non-competitively awarded contracts, even with client services.
10	Contractors for this/these services must maintain accreditation or licensure requirements (Also requires check for #28 below)	(1)		Contract must address the requirement, and consequences if the accreditation or licensure is not maintained for the life of the contract. Must be checked during monitoring to ensure these are still in effect.
11	Program or Service has a high profile or negative press	(5)		Determine the program and fiscal implications of negative press. May need to temporarily suspend contract activity, i.e., limit referrals if client health and safety compromised.
12	Contractors will have access to DSHS/ESA data that includes client personal information.	(1)		Data-share language must be included in each contract and Contract must be monitored for compliance.
13	Fiduciary responsibility for client funds.	(24)		These are Protective Payee contracts that are monitored at the HIGH-risk level, required by policy to have an on-site review every 6 months due to handling client funds. Determine if sound fiscal system in place. Ensure no conflict of interest.
14	Other Risk Factors (explain & assign value):			
	TOTAL SERVICE RISK SCORE			
	CONTRACT RISK FACTORS & ASSIGNED RISK VALUES	Pts.	RISK VALUE	RESPONSE STRATEGIES (Suggested Action Steps for contract and on-site review)
15	This contract will represent a significant portion of the total program funding for this service	(5)		Determine the potential impact on the program if a contractor does not meet their obligation, and determine what progress should be checked during monitoring.

16	Contract Maximum Consideration over \$200,000	(1)		
17	Contract has Multiple Services/Statements of Work	(2)		Determine whether contractor staff has sufficient understanding of the various services provided.
18	Contractor will be allowed to subcontract key activities of this service	(1)		If subcontractors are allowed, identify in the contract the monitoring that the contractor must complete to ensure subcontractors are compliant with all requirements.
TOTAL CONTRACT RISK SCORE				
	CONTRACTOR RISK FACTORS & ASSIGNED RISK VALUES	Pts.	RISK VALUE	RESPONSE STRATEGIES (Suggested Action Steps for contract and on-site review)
19	Contractor is providing these services for the first time	(3)		If new, determine whether contractor staff have sufficient understanding of the service requirements. May need to expand planned technical assistance.
20	Contractor has multiple active state contracts	(2)		Check OFM Client Services Database. If yes, does the contractor have sufficient staff and management structure to handle many contracts at the same time?
21	Contractor has multiple funding sources for similar services	(2)		Identify state funding through OFM database. Determine risk of multiple payments for same or similar services. Ensure adequate internal controls in place to track funding sources.
22	Contractor has defaulted on contract(s) within the last five years	(5)		Identify the reason for the default(s) and assess whether similar situations would endanger the success of this contract. Identify any additional monitoring requirements needed to address this.
23	Contractor has received audit findings (within the past two years) indicating weaknesses in internal control over federal or state programs	(3)		Review audit findings to determine whether the weaknesses have been corrected, or whether additional requirements need to be addressed in the contract.
24	Contractor has received program monitoring findings (within the past two years) for state contracts	(5)		Review monitoring findings to determine whether the weaknesses have been corrected, or whether additional requirements need to be addressed in the contract.
25	No on-site monitoring visit by ESA for client service contracts within: ∞ past 2 years ∞ past 4 years (See explanation on right)	(2) (4)		Not applicable to new contractor. Enter score if contractor has had a contract with ESA for 2 years or more and <u>no</u> site visit. If contractor has multiple contracts, contact other contracting sources to determine if they have monitored & what were the results.
26	Unresolved client or agency complaints	(3)		Determine if corrective action was taken & outcome. If possible, identify the nature of complaints and if contractually based.
27	Past performance problems – most recent 2 years. N/A if already identified in #24 above	(2)		If performance history is poor, determine whether an alternative contractor would be appropriate. If not, plan on additional technical assistance to contractor and more frequent on-site monitoring.
28	If Item 10 is affirmative, Licensing or Accreditation Organization has documentation of actions against the Contractor in the past 2 years	(2)		Check with licensing or accrediting organization to determine whether there have been complaints filed.
29	No BAQ (when required by policy) or negative results	(5)		Business Assessment Questionnaire not submitted to ORM or ORM report cites issues. Obtain from contractor an explanation and/or plan to address identified issues.
30	Contractor has had lawsuits filed or pending against them in the past 12 months (N/A if reported as negative result in BAQ)	(2)		Assess whether issues addressed in lawsuits would impact the decision to utilize the services of the Contractor for this service, or would place the Contractor in financial difficulties.
31	Significant staff turnover (>25%) in the past year (N/A if reported as negative result in BAQ)	(1)		Has there been frequent/high turnover of contractor management, or key program personnel? Has contractor experienced recent rapid growth or downsizing? Has contractor experienced reorganization within last 12 months? Has contractor changed major subcontractors recently? Assess what impact these changes may have on the contract.
32	Other Risk Factors (explain & assign value):			
TOTAL CONTRACTOR RISK SCORE				
GRAND TOTAL RISK SCORE				RISK LEVEL: <input type="checkbox"/> LOW (0-12) <input type="checkbox"/> MEDIUM (13-23) <input type="checkbox"/> HIGH (24 or >)
Comments:				

Form Completed By:

Date:

Region/HQ:

Monitoring Method: ☐ Desk ☐ Desk and MIS ☐ On-site ☐ Other – Document other appropriate monitoring methods that will be used for this contract.

APPENDIX 3: BIBLIOGRAPHY:

The Contracts Action Team drew on a large number of readings about best practices in the contracting field, and in risk assessment, contract planning, development and administration.

Multnomah County Resources

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Rendon, Rene G., PhD, CPCM, C.P.M., PMP (May, 2006). "Measuring Contract Management Process Maturity: A Tool for Enhancing the Value Chain." Proceedings of 91st Annual International Supply Management Conference, May 2006. Available at: <http://www.ism.ws/files/Pubs/Proceedings/ACRendon.pdf>

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MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 01/29/09
Agenda Item #: R-7
Est. Start Time: 10:10 AM
Date Submitted: 01/21/09

BUDGET MODIFICATION: MCSO - 06

BUDGET MODIFICATION MCSO-06 Appropriating \$1,493,585 General Fund
Agenda Title: Contingency Transfer for Operating 126 Beds on a Floor of the Justice Center
Title: for the Remainder of Fiscal Year 2009

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: January 29, 2009 Amount of Time Needed: 10 Minutes
Department: Sheriff's Office Division: Corrections
Contact(s): Wanda Yantis
Phone: 503-988-4455 Ext. 84455 I/O Address: 503/350
Presenter(s): Chief of Staff Christine Kirk, Business Services Director Larry Aab and Chief Deputy Ron Bishop

General Information

1. What action are you requesting from the Board?

In the Wapato plan for 75 jail beds and 50 treatment beds which is part of the FY 09 adopted budget, money, inmates and staff from a floor of the Multnomah County Justice Center were assumed to move from MCDC to Wapato as of February 1, 2009. The Sheriff's Office is asking the Board to release the portion of the Wapato contingency that is from MCSO in the amount of \$1,483,585 so that the 126 beds and a floor of MCDC can remain in operation while the planned opening of the Wapato Facility can be considered by the Board and the FY 10 budget process can occur.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Opening the Wapato Facility in a fiscally responsible manner was one of the four primary goals of the Chair's Executive Budget Message last April. In June, the Board adopted the FY2009 budget which placed \$6.9 million dollars in general fund contingency for opening the Wapato Facility. Approximately 1.5 million of that set aside came from current operations at MCDC. The current

adopted budget plans for 75 jail beds and 50 treatment beds to be opened at Wapato January 1, 2009 and to be fully populated by February 1, 2009. As the population, staff and inmates from the 126 beds at MCDC were to move to Wapato a floor at MCDC was to close and based on the current budget are to close as of February 1, 2009. As the plan in the adopted budget to open Wapato was not implemented on the timeline given in the budget, there is a need to continue the services in the adopted budget until a Wapato plan is implemented or until the Board adopts a new budget. If the Board chose to not move the funds out of contingency as was the Boards' intent should Wapato not open in February of 2009, the impact would be the closure of 126 jail beds and the loss of 22.1 FTE in the Sheriff's Office and 5.3 FTE in Corrections Health. As contracts require a 15 day notification for layoffs, expenditures could not be reduced as of February 1, 2009.

3. Explain the fiscal impact (current year and ongoing).

The General Fund contingency will be decreased by \$1,493,585. The Sheriff's Office appropriation will be increased by \$1,106,244 and Corrections Health within the Health Dept appropriation will be increased by \$387,341. This contingency request would fund the operation of the 126 beds floor through the remainder of the current fiscal year. If the Wapato Facility opens during this time, the 126 inmates, staff and resources for a floor at MCDC would be redeployed to the Wapato Facility as previously planned. These jail beds and other corrections services will be considered as part of the FY 10 Budget.

4. Explain any legal and/or policy issues involved.

5. Explain any citizen and/or other government participation that has or will take place.

ATTACHMENT A

Budget Modification

If the request is a Budget Modification, please answer all of the following in detail:

- What revenue is being changed and why?

Not applicable.

- What budgets are increased/decreased?

The County-wide General fund Contingency is decreased by \$1,493,585

The Sheriff's Office General Fund budget is increased by \$1,106,244

The Corrections Health General Fund budget is increased by \$387,341

Increase the Risk Fund by \$197,010

- What do the changes accomplish?

This contingency request would continue the funding for 126 jail beds through the remainder of the current fiscal year. If the Wapato Facility opens during this time, the 126 bed floor resources would be redeployed to the Wapato Facility as previously planned. The continued funding of these beds would be part of the FY 10 budget process.

- Do any personnel actions result from this budget modification? Explain.

This program would add no new FTE to the Sheriff's Office but would continue to fund 22.10 Sheriff's Office FTE and 5.3 Corrections Health FTE for the remainder of the year.

- How will the county indirect, central finance and human resources and departmental overhead costs be covered?

Not applicable.

- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?

Not applicable.

- If a grant, what period does the grant cover?

Not applicable.

- If a grant, when the grant expires, what are funding plans?

Not applicable.

Contingency Request

If the request is a Contingency Request, please answer all of the following in detail:

- Why was the expenditure not included in the annual budget process?

The expenditure was planned in the FY 09 adopted budget. The budget assumed that the beds would be provided at MCDC for 7 months and based on the Wapato plan in the approved budget that the beds would be at Wapato for 6 months. One month of overlap was planned to transition staff and inmates from one facility to another. For the first 7 months of the year the money covered the full cost of 126 jail beds and it was to cover a portion of the cost of 75 jail beds and 50 treatment beds at Wapato. The adopted budget does not plan for Wapato not opening and therefore the beds are to close February 1, 2009 due to the money for services between Feb and June being placed in contingency in anticipation of the opening of Wapato.

- **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**

The Sheriff's Office is working to meet the 4% budget reduction requested by the Chair for FY 09. MCSO intends to meet the reduction without any change to current services. Budget projections show that MCSO will under spend and that funds from all other MCSO programs are currently unavailable as a source to cover this expenditure.

- **Why are no other department/agency fund sources available?**

All agency funds are assigned to operate the programs that the Board purchased.

- **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account. What are the plans for future ongoing funding?**

The Sheriff's Office has housed more than 125 United States Marshal prisoners for most of this fiscal year in order to meet the demand by the United States Marshal and provide additional revenue for the County to aid in the FY 10 budget. The continuing operation of these beds will be addressed in the FY 2010 budget process.

- **Has this request been made before? When? What was the outcome?**

Program Offers 60040G and 60040I – MCSO MCDC 7th Floor Feb-June was submitted but not purchased in the adopted budget, however, the Board's adopted FY2009 budget placed \$6.9 million dollars in general fund contingency for opening the Wapato Facility. During the budget deliberations it was planned that Wapato would open on January 1, 2009 and ramp up operations during the month of January such that both inmates and staff resources could be redeployed from the 126 beds making up a floor at the Justice Center to populate the Wapato Facility. On February 1st it was budgetarily planned for the 126 beds at MCDC to close, as all staff and inmates would have completed the transfer to Wapato.

While the decision is still pending on the opening of the Wapato Facility, it is necessary to continue the 7th floor operations of the Justice Center, or revise the Jail capacity plan and notify staff of potential layoff. The 7th floor of MCDC has 126 beds in use and 22.10 FTE corrections deputies and 5.3 FTE Corrections Health staff that operates the floor on a 24/7 annualized basis.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

ATTACHMENT B

BUDGET MODIFICATION: MCSO - 06

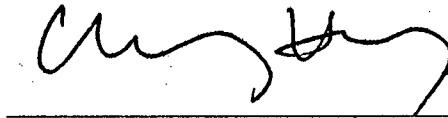
Required Signatures

**Elected Official or
Department/
Agency Director:**

/s/ *Bob Skipper / L.A.*

Date: 01/21/09

Budget Analyst:



Date: 01/21/09

Department HR:

Date:

Countywide HR:

Date:

Budget Modification ID: **MCSO-06****EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with SAP.

Budget/Fiscal Year: 2009

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1	19	1000		20		9500001000		60470		(1,493,585)	(1,493,585)		CGF Contingency
2										0			
3	60-30	1000	60040	50		601610		60000		619,179	619,179		Permanent
4	60-30	1000	60040	50		601610		60110		16,414	16,414		Overtime
5	60-30	1000	60040	50		601610		60120		18,332	18,332		Premium
6	60-30	1000	60040	50		601610		60130		234,643	234,643		Salary-Related
7	60-30	1000	60040	50		601610		60140		159,687	159,687		Insurance
8	60-30	1000	60040	50		601610		60170		1,011	1,011		Professional Services
9	60-30	1000	60040	50		601610		60180		344	344		Printing
10	60-30	1000	60040	50		601610		60200		697	697		Communications
11	60-30	1000	60040	50		601610		60210		897	897		Rentals
12	60-30	1000	60040	50		601610		60220		2,172	2,172		Repairs & Maintenance
13	60-30	1000	60040	50		601610		60240		5,119	5,119		Supplies
14	60-30	1000	60040	50		601610		60250		47,749	47,749		Food
15										0			
16	40-50	1000	60040	60		405500		60000		137,279	137,279		Permanent
17	40-50	1000	60040	60		405500		60100		12,046	12,046		Temporary
18	40-50	1000	60040	60		405500		60110		13,646	13,646		Overtime
19	40-50	1000	60040	60		405500		60120		10,243	10,243		Premium
20	40-50	1000	60040	60		405500		60130		48,052	48,052		Salary-Related
21	40-50	1000	60040	60		405500		60135		3,322	3,322		Non-Base Fringe
22	40-50	1000	60040	60		405500		60140		36,962	36,962		Insurance
23	40-50	1000	60040	60		405500		60145		361	361		Non-Base Ins
24	40-50	1000	60040	60		405500		60170		83,334	83,334		Professional Services
25	40-50	1000	60040	60		405500		60180		2,584	2,584		Printing
26	40-50	1000	60040	60		405500		60210		62	62		Rentals
27	40-50	1000	60040	60		405500		60220		198	198		Repairs & Maintenance
28	40-50	1000	60040	60		405500		60240		2,084	2,084		Supplies
29	40-50	1000	60040	60		405500		60246		3,334	3,334		Med/Dental Supplies
											(33,834)	0	Total - Page 1
											0	0	GRAND TOTAL

Budget Modification ID: **MCSO-06****EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with SAP.

Budget/Fiscal Year: 2009

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
30	40-50	1000	60040	60		405500		60260		500	500		Travel & Training
31	40-50	1000	60040	60		405500		60310		33,334	33,334		Drugs
32										0			
33	72-10	3500		20		705210		50316		(197,010)	(197,010)		Risk Fund
34	72-10	3500		20		705210		60330		197,010	197,010		Risk Fund

[illegible]

Change on a full year basis even though this action affects only a part of the fiscal year (FY).

[illegible]

Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.



Department of County Management
MULTNOMAH COUNTY OREGON

Budget Office

501 SE Hawthorne Blvd., Suite 531
Portland, Oregon 97214
(503) 988-3312 phone
(503) 988-5758 fax
(503) 988-5170 TDD

TO: Board of County Commissioners
FROM: Ching Hay, Budget Analyst
DATE: January 21, 2009
SUBJECT: General Fund Contingency Request of \$1,493,585 to Keep Open 126 Jail Beds at the Multnomah County Detention Center

The FY 2009 budget includes funds to support 1,539 jail beds. Of the 1,539 beds, 126 are funded for seven months. This means that on February 1, 126 beds are no longer funded.

The Sheriff's Office is requesting for \$1,493,585 to continue to keep these beds open for the remainder of this fiscal year.

General Fund Contingency Policy Compliance

The Budget Office is required to inform the Board if contingency requests submitted for approval satisfy the general guidelines and policies for using the General Fund Contingency.

In particular,

- Criteria 1 states contingency requests should be for one-time-only purposes. If this is not judged to be one-time-only transition funding, the request essentially funds ongoing programs with one-time-only emergency contingency funds. **This is not judged to be a one-time-only purpose, even though the number of funded jail beds fluctuates over time.**
- Criteria 2 Addresses emergencies and unanticipated situations. **This request does not address this.**
- Criteria 3 addresses items identified in Board Budget Notes. **This request is not identified in budget notes, but views were expressed during the budget process that if Wapato is not opened, the Board would look at continued funding for the jail beds.**



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 01/29/09
Agenda Item #: R-8
Est. Start Time: 10:30 AM
Date Submitted: 01/21/09

Agenda Title: **PROCLAMATION Proclaiming the last Friday of January, 2009 as Earned Income Tax (EITC) Awareness Day in Multnomah County, Oregon**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Requested Meeting Date: January 29, 2009 **Amount of Time Needed:** 15 mins (end of meeting)
Department: Non-Departmental **Division:** District 2 and District 1
Contact(s): Jeff Cogen, Deborah Kafoury, Warren Fish, Beckie Lee,
Phone: 503-988-5219 **Ext.** x 85219 **I/O Address:** 503/6
Wendy Lebow (CCFC), Kathy Howell (IRS), Cash Oregon, ACORN and Roserria
Presenter(s): Roberts, Vision Council Manager, United Way of the Columbia-Willamette

General Information

1. What action are you requesting from the Board?

Proclaiming the last Friday of January 2009 as Earned Income Tax (EITC) Awareness Day, and urging all citizens to recognize and participate in its observance.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Federal Earned Income Tax Credits are a potent anti-poverty tool. Unfortunately, many people eligible for these federal tax credits fail to apply and the money they are due reverts to the federal treasury. Multnomah County's Family Economic Security Program, which is run through our Commission on Children, Families and Community (CCFC), helps families and employers learn about ways to increase take home pay and make other smart financial choices.

3. Explain the fiscal impact (current year and ongoing).

None.

4. Explain any legal and/or policy issues involved.

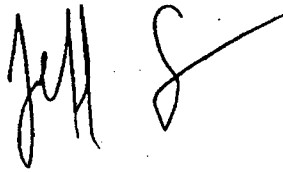
None. Proclaiming the last Friday of January 2009 as Earned Income Tax (EITC) Awareness Day, and urging all citizens to recognize and participate in its observance

5. Explain any citizen and/or other government participation that has or will take place.

Earned Income Tax (EITC) Awareness Day is recognized all over the country. Multnomah County's Family Economic Security Program works closely with the Internal Revenue Service (IRS) and with various financial education non-profits—including CASH Oregon—on ways to improve our citizen's access to these tax credits and other financial education services. The CCFC and its Poverty Action Council provide citizen oversight to this program.

Required Signature

**Elected Official or
Department/
Agency Director:**



Date: 01/21/09

Deborah Kofmy

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. _____

Proclaiming the Last Friday of January, 2009 as Earned Income Tax Awareness Day in Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

- a. The Earned Income Tax Credit (EITC) is a proven anti-poverty tool and method for raising the household income of low-income working families;
- b. Depending on household income and number of dependents, the federal EITC can reach a maximum of \$2,917 for families with one child and \$4,824 for families with two or more children;
- c. Qualifying taxpayers can often receive an EITC even if they owe no taxes and, for a low-income family, it can make the difference between living below the poverty threshold or living above that threshold;
- d. Overall tax returns claiming the EITC in Multnomah County increased from 2006-07, with the number of EITC claims generated at free tax preparation sites going from \$1.6 million to over \$2.4 million;
- e. Multnomah County's Family Economic Security Project has developed and strengthened its relationship with IRS, CASH Oregon, and other local partners to ensure that local employers and employees are aware of the benefits of the Advance Earned Income Tax Credit program;
- f. Multnomah County's Family Economic Security Project works to build financial assets for working individuals and families;
- g. The State of Oregon is currently considering legislation to expand Oregon's EITC program to provide a larger financial credit to working families;

The Multnomah County Board of Commissioners Proclaims:

The last Friday of January, 2009 [January 30, 2009] as *Earned Income Tax Credit Awareness Day in Multnomah County, Oregon* and urge all citizens to recognize and participate in its observance.

ADOPTED this 29th day of January, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, County Chair

Deborah Kafoury,
Commissioner District 1

Jeff Cogen,
Commissioner District 2

Judy Shiprack,
Commissioner District 3

Diane McKeel,
Commissioner District 4

SUBMITTED BY:
Commissioner Jeff Cogen, District 2
Commissioner Deborah Kafoury, District 1

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 09-015

Proclaiming the Last Friday of January, 2009 as Earned Income Tax Awareness Day in Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

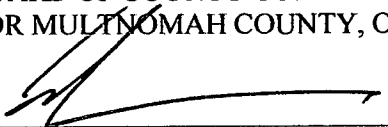
- a. The Earned Income Tax Credit (EITC) is a proven anti-poverty tool and method for raising the household income of low-income working families;
- b. Depending on household income and number of dependents, the federal EITC can reach a maximum of \$2,917 for families with one child and \$4,824 for families with two or more children;
- c. Qualifying taxpayers can often receive an EITC even if they owe no taxes and, for a low-income family, it can make the difference between living below the poverty threshold or living above that threshold;
- d. Overall tax returns claiming the EITC in Multnomah County increased from 2006-07, with the number of EITC claims generated at free tax preparation sites going from \$1.6 million to over \$2.4 million;
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- f. Multnomah County's Family Economic Security Project works to build financial assets for working individuals and families;
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The Multnomah County Board of Commissioners Proclaims:


The last Friday of January, 2009 [January 30, 2009] as *Earned Income Tax Credit Awareness Day in Multnomah County, Oregon* and urge all citizens to recognize and participate in its observance.

ADOPTED this 29th day of January, 2009.

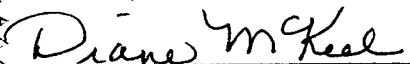
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

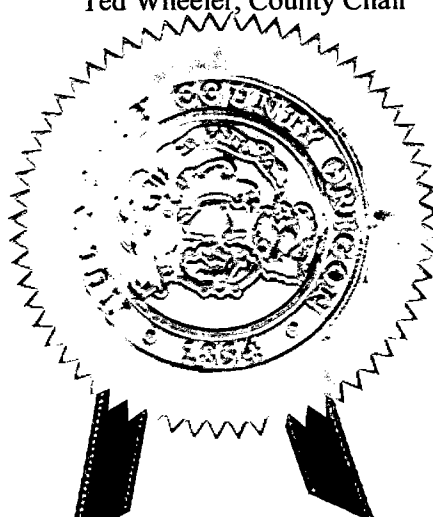

Ted Wheeler, County Chair


Deborah Kafoury,
Commissioner District 1


Judy Shiprack,
Commissioner District 3


Jeff Cogen,
Commissioner District 2


Diane McKeel,
Commissioner District 4



SUBMITTED BY:
Commissioner Jeff Cogen, District 2
Commissioner Deborah Kafoury, District 1



Office of Chair Ted Wheeler
MULTNOMAH COUNTY OREGON

501 SE Hawthorne, Suite 600
Portland, Oregon 97214
(503) 988-3308 Phone
(503) 988-3093 Fax

January 27, 2009

Ms. Ruth Bendl
10980 SW Murwood Drive
Portland, OR 97225

Dear Ms. Bendl,

Chair Ted Wheeler asked me to follow up on the concerns raised at recent meetings of the Board of County Commissioners regarding the integrity and transparency of the elections process in Multnomah County.

The Chair also asked me to express his appreciation for your commitment to fair elections that have integrity and transparency, and wants you to know that he shares that commitment.

Ideally, a new Elections facility would help resolve the observation processes while ensuring appropriate security that are of concern. After meeting with Tim Scott, Multnomah County Elections Manager, I can report on some improvements already made and several that we suggested and are anticipated for the May 2009 election. Tim provided me with a written summary of those changes. As you will note, we are striving to address both improved observation and security, and within budget challenges.

Some steps taken to enhance visibility and transparency in 2007 and 2008:

- Several remodeling projects undertaken at the Elections building have included work to improve observation:
 - Added windows allowing observation into rooms while maintaining security;
 - Blue Room (Precinct sorting) - New window for observation. Previous observation was small area with limited space and possible access to live ballots;
 - Purple Room (Signature verification) - New large window in wall and door; sanctioned area just outside and to the right of the door into the room; previous observation was in a corner of room at the same physical location as current observation area; hallway was enlarged in remodel
 - Increased the size of existing windows to improve observation:

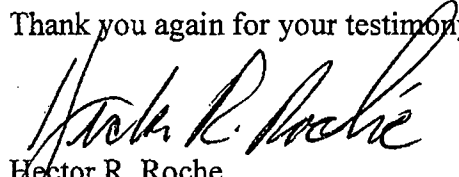
- Increased the size of existing windows to improve observation:
 - Mocha Room (Batch preparation/signature verification) - Larger window and larger window in door; previous observation was through small window; new area allows for additional observers.
- Process changes:
 - Allowed the use of binoculars to improve viewing in all areas;
 - Consolidated steps in the HAVA ballot reconciliation to allow for end to end observation of the process;
 - During hand count after the general election, allowed observers to stand or sit within one foot of the tables where the hand count was taking place;
 - Released results reports hourly via the internet and hard copies internally to observers for the majority of the 57 hours of continuous ballot counting.

Possible steps that Elections could take to improve observation in 2009:

- Add additional observation points in the basement allowing improved observation of the opening board process. This step has already been discussed and will be implemented for the May 2009 Special Election.
- Replace a wall in the sage room with a window that would allow for improved observation of the Ballot Resolution Boards. This idea has been discussed but we will need to get an estimate of cost to determine if this is feasible.
- Install a closed circuit camera/television system that would allow for improved observation of the signature verification process. Once again this idea has been discussed but we will need to get an estimate of cost to determine if this is feasible.

While these improvements may not address all of the concerns expressed, we continue to work closely with the voters in Multnomah County to improve all aspects of the elections process.

Thank you again for your testimony to the Board.


Hector R. Roche
Community Liaison

HRR/rl

cc: Tim Scott

#1

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 1/8/09

SUBJECT: Voter Integrity

AGENDA NUMBER OR TOPIC: Public Comment

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Doug Youngman

ADDRESS: 1209 SW 6th Ave. #706

CITY/STATE/ZIP: Portland

PHONE: _____ DAYS: _____ EVES: _____

EMAIL: dyoungman@comcast.net FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

Facts about GLBT Older Adults

- GLBT are 5 times less likely to access senior services than heterosexual.
- 68% of GLBT are single when they reach 65 years of age.
- There are 3 million GLBT seniors within the U.S. and this number will double to 6 million within the next 20 years.
- Same-sex partners CANNOT share a room in most care facilities.
- A 1994 study of 24 Area Agencies on Aging (in New York) and 121 lesbian and gay elders aged 60 and older who lived in those 24 regions found that 96 percent of the AAAs did not offer any services specifically designed for gay, lesbian, bisexual and transgender elders, and did not target outreach efforts to GLBT seniors.⁵ Area Agencies on Aging are the primary aging resource in most areas.
- Only 17 percent of the AAAs studied reported staff training in the area of sexual orientation, but half said they thought there was a need for such training and 88 percent said they would be willing to provide an in-service training to staff were it available.
- 46 percent of the AAAs interviewed reported that gay and lesbian elders would not be welcome at the senior centers in their areas if their sexual orientation were known.
- A 1994 study by the Gay & Lesbian Medical Association indicated rampant bias: two-thirds of doctors and medical students reported knowing of biased care giving by medical professionals; half reported witnessing it; and nearly 90% reporting hearing disparaging remarks about gay, lesbian, or bisexual patients.⁸ Keeping facts like these in mind, we will consider each topic in turn.
- There are many government programs that target the elderly, but none are geared towards GLBT older adults.
- GLBT older adults face race, class, age bias/ageism and isolation within their own community.
- Many GLBT older adults retreat back into the closet, due to homophobia amongst those entrusted with the care of older adults.
- GLBT older adults DO NOT have the same family support systems as their heterosexual counterparts.
- Same-sex partners CANNOT receive Social Security survivor benefits.
- Basic rights and hospital visitation are regularly denied same-sex partners.
- Tax laws discriminate against same-sex partners.

- **Medicaid regulations protect the assets and homes of married spouses when their partner enters a nursing home or long-term care facility; no such protection is offered to same-sex partners.**
- **GLBT older adults are more likely to live alone and experience isolation and loneliness.**
- **GLBT older adults are reluctant to reveal their sexual orientation to health-care providers because of fears they will face discrimination or concerns about confidentiality; in addition, some health care providers make assumptions about the health risks LGBT people face and may provide inadequate care.**
- **Building strong community infrastructure that supports GLBT will reduce the need for paid caregivers.**
- **Engaging the GLBT senior community will send a clear message that our citizens matter and will increase civic participation.**

share

senior housing and retirement enterprises

P.O. Box 12292, 833 SE Main St. #232, Portland, OR 97212

www.sharepdx.org • info@sharepdx.org • (503) 224-8881

"Building Community, Empowering Diversity"

#2

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 1-8-09

SUBJECT: Voter Integrity

AGENDA NUMBER OR TOPIC: Public Comment

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Janice Dysinger

ADDRESS: 32235 SE Pipeline Rd

CITY/STATE/ZIP: Gresham OR 97080

PHONE: _____ DAYS: 503 757 0670 EVES: 503 663 2287

EMAIL: janice@lifrozes.com

FAX: _____

SPECIFIC ISSUE: elections

WRITTEN TESTIMONY: see attached

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

Jan 8, 2009

To the Honorable Chairman Ted Wheeler and County Commissioners,

Congratulations to our new County Commissioners!

I came before the Commissioners last month regarding concerns over the election process. Thirty-eight volunteers who were present in various posts through out the last election cycle are awaiting your action on our findings. If any of you would like to have another copy of my report on Dec. 4th, please email me at janice@liferoses.com.

After diligently observing the process in Multnomah County, we spoke to you about 3 main areas of concern:

1. Observation Access
2. Security of the ballots and counting process
3. Transparency of the election officials

Since I spoke with you in December, we learned of another law passed in 2003 that requires the counties to notify the County Election Division when citizens have died, so that these citizens could be taken off the voter registration list promptly. This isn't being done. We are looking to the Board of Commissioners to uphold these rules.

It doesn't take more money to make the system work, rather a determination by our leadership to demand integrity in the election process.

We await your reply,

Janice Dysinger
Vice Chairman
Multnomah County Republicans

#1

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk
This form is a public record

MEETING DATE: 12/4/08

SUBJECT: Elections Transparency

AGENDA NUMBER OR TOPIC: _____

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Doug Youngman

ADDRESS: 1209 SW 6th Ave. #706

CITY/STATE/ZIP: Portland OR 97204

PHONE: DAYS: (503) 977-2235 EVES: _____

EMAIL: dyoungman@comcast.net FAX: _____

SPECIFIC ISSUE: Lack of ability to watch ~~notes~~
elections workers - as a Poll Watcher

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
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IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#2

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk
This form is a public record

MEETING DATE: 12/04/08

SUBJECT: VOTER INTEGRITY

AGENDA NUMBER OR TOPIC: AUDIENCE TIME

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: RUTH BENDL

ADDRESS: 10980 SW MUIRWOOD DR 97225

CITY/STATE/ZIP: PORTLAND 97225

PHONE: DAYS: 503-644-0596 EVES: _____

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

ATTENTION: Chairman Wheeler, and Multnomah County Commissioners
FROM: Ruth Bendl, Republican Party Voter Integrity Chair
RE: Multnomah County Elections policies pertaining to election observers

12.4.08

I felt it necessary to draw your attention to the punitive policies affecting those of us who are stupid enough to volunteer time for the civic duty of being election observers.

Not only are we kept at such a distance that it is virtually impossible to see what we are there to watch. Such as when signatures on the outer envelopes of ballots are being compared with the voters' signature/s on the registration card, the observer is kept outside the door of the room where that process is underway, and can only look through a window which is far enough away to deny any visual access.

When ballots are being opened by election boards as early as 7 days prior to the election, it is again impossible to see why election board members are making adjustments on the ballots, because once again observers are behind a window several feet from the election board tables.

Not only is visual access unavailable, but seating is also denied for every process including the recent recount. of randomly selected precincts. I have been an observer at a number of recounts over the past years at a number of counties INCLUDING Multnomah County. At all times, observers, one from each side of the issue, were seated at the recount tables so that the process was TRANSPARENT. There was the same space availability, .so WHY THE CHANGE OF ATTITUDE AND ACCESS?

Please bear in mind that for the most part the only members of the public that can make themselves available for monitoring election related procedures (which are conducted between 8.30 a.m and 5.00 p.m). are seniors like myself.

Expecting people in our age group to stand for hours at a time, on a cement floor is not only punitive, it is also disrespectful! I appeal to you as elected representatives for the citizenry, to instruct your election administrators to accommodate election observers so that they can effectively fulfill their mission, and do so with significantly less discomfort!

Ruth Bendl, 10980 SW Muirwood Dr. Portland OR 97225 Ph. 503-644-0596
E-mail RuthFB2@netzero.com

Ruth F. Bendl

cc Media

#3

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk
This form is a public record

MEETING DATE: 12-4-08

SUBJECT: Multnomah County Elections Observation

AGENDA NUMBER OR TOPIC: _____

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Janice Dingsinger

ADDRESS: 32235 SE Pipeline Rd

CITY/STATE/ZIP: Gresham, OR 97080

PHONE: DAYS: 503 757 0670 EVES: _____

EMAIL: janice@liferoses.com FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: see attached

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
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IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

December 04, 2008

To the Honorable Chairman Ted Wheeler and County Commissioners,

I spoke to you almost 2 months ago regarding concerns over the election process. Today I return to give you the results of our observation of the election process over the November 2008 cycle.

The Multnomah County Republicans fielded thirty-eight volunteers who were present in various posts though out the last election cycle. Our goal was to observe the process and have a presence in the ballot counting procedure. Election integrity is vital to our American government and our freedom demands it! Citizens of all parties-- be it Democrat, Republican, Green Pacific Party, Constitutional, Libertarian, Independent, Oregon Peace or Working Family Party, --or non at all agree that a fair election is our right as Americans. In order to insure a fair election, it must be documentable as accurately reflecting the determined will of the people.

After diligently observing the process in Multnomah County, we have 3 main areas of concern:

1. Observation Access

- Observation from such a distance that a reasonable view of the documents or their processing is not possible. At times we were able to observe only the backs or the heads of the workers.
- No access to part of the signature verification process because this was done though out of the building, some in secure areas where we were not allowed to go.
- Carts with boxes stacked so as to obstruct observation of over half of the election board tables.
- Forcing volunteers to stand for hours, making it difficult to continue the observation process.

2. Security of the ballots and counting process

- Extra contract workers (such as window washers and sewage clean up workers) near secured areas and at times when we could not see how the ballots were guarded.
 - Automatic garage doors to basement opening at random times.
 - Ballot counting machines continually jamming though out the process.
 - Choice of ballot size not matching the machines and of being double sided.
 - Adjustments made to the counting machines during the count without further testing.
 - Election workers (VAT Team leader) taking signature cards out of the building.
- Title 23 Sec 247.973. This may have been within the letter of the law, but it wasn't

necessary.

- Non HAVA compliant registrants being issued a regular ballot and then having to mark it later as non HAVA compliant so the Federal offices were not counted.
- Not destroying the unused ballots on Election Day at 8:00 PM as prescribed by law. Title 23 Sec 254.486.

3. Transparency of the election officials;

- Not announcing or letting us know the results when processing the hand count until the following day. Title 23 Sec 524.485 (5).

Conclusions

We were told by the guards that no one had ever done such a careful observation as we have done this cycle. Many of these election board workers had been doing this job for twenty years or more. It may have been unpleasant for them to have someone watch and question their work. We can understand that frustration, but it is part of the sunshine laws that have been with our country for a long time. We take the observation process seriously. Many voters in our county are concerned about the integrity of ballot counting process.

Thank you for taking the time to consider our concerns and documentation. If you would like to see a Power Point presentation of this process, I would be glad to present it to you. It is difficult to communicate the details of this observation in 3 minutes.

I request that you require a more open and transparent election process. That provisions for the security of the ballot and counting processes are improved. One in which all of our state parties can be confident. All Oregonians need to know that the ballots have been counted in an equitable way.

Sincerely,

Janice Dysinger
Vice Chairman
Multnomah County Republicans

cc media









#4

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 12/4/08

SUBJECT: Observing Election Re-count

AGENDA NUMBER OR TOPIC: _____

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Lisa Michaels

ADDRESS: 15410 S.W. Gull (F)

CITY/STATE/ZIP: Beaverton 97007

PHONE: DAYS: (503) 528-9022 EVES: (503) 936-9007

EMAIL: Lisa.Michaels@verizon FAX: _____

SPECIFIC ISSUE: Election observing at
the hand re-count

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
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IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

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2. Written testimony will be entered into the official record.

#5

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 12-4-08

SUBJECT: ELECTORAL BOARD PROCESS
& OBSERVATION

AGENDA NUMBER OR TOPIC: _____

FOR: _____ AGAINST: X THE ABOVE AGENDA ITEM

NAME: RENEE KIMBALL

ADDRESS: 2224 SE UMATILLA ST

CITY/STATE/ZIP: PDH OR 97202

PHONE: DAYS: 503-238-6973 EVES: _____

EMAIL: RENEE@ENVUEWASTE.COM FAX: _____

SPECIFIC ISSUE: TESTIFYING ABOUT PROCESS
& TRANS PARENCK

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
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4 December 2008

Statement regarding Election Observation Process and Procedures

Renee Kimball

Because I have only 3 minutes this will be brief but will be submitting a more extensive discussion later.

Over the course of two weeks, I observed the electoral ballot process for between five and eight hours every day. I had ample opportunity to become extremely familiar with procedures and ask numerous questions about the process and reasoning behind what I observed.

While all the workers I observed, "watchers of the observers" and administration I dealt with were courteous, helpful and answered all my questions, I left feeling completely alienated from any definition of the word "transparency". Overall, there was the patina of compliance with rules and objectivity. However, since the vast majority of the process was unobservable, the appearance is just that; onionskin patina over what may very well be an extremely corrupt system.

The Process

Observation of signature verification was done outside the room with the 13 workers in a U shape with their backs to the observers and their body blocking the view of the screen. Unless the worker held the envelope up to their face (which seldom happened) there was virtually no ability to tell whether they were doing the job properly or had the entire box back to front. Even with binoculars, you could see absolutely nothing.

In the ballot opening area, 14 tables were observable to some degree, the remaining 14 to 16 tables were again, totally unobservable from behind the barriers – all we could see were heads behind boxes and absolutely nothing of what was going on at the tables. Only 7 tables were accessible to view even with binoculars and then only one or two tables at a time.

In the sorting area, again, you could see absolutely nothing from the tiny window yards and yards from the process. There was no way of telling of whether they were placing things in the correct precinct.

As for the machines, well, let's just say, that would take a couple of days to go over.

The People

Checking signatures is a mind numbing job and on more than one occasion it was apparent some workers were not focused ~~and~~.

In precinct 3177 I observed an Election Board member sitting right next to the windows. She placed a white sticky dot in the same location on four ballots in a row. When I called attention to this to the supervisor, I was told she would look at it but could not change anything she saw. So A) why bother even looking at it if you wouldn't change and B) I don't think she even bothered to check.

We noted again and again and again, Election Board Members changing ballots without conferring with other members at the table. They may or may not have been reprimanded but they had no problem going back to their "non-consultation practices".

The Excuses and Fixes

The same people have been used over and over for up to 20+ years. They have worked as the same team in many instances. Observers were removed from the room and close observation because it "bothered the workers".

Remove any observer who can be verified to have broken the rules.

Get new workers who can handle the pressure of being observed.

Get new workers who are:

- Unfamiliar with the process they know how slack they can be and get away with,

- Unfamiliar with their co-workers to where they feel comfortable not consulting and

- Unfamiliar with having the luxury of being totally unobserved, vetted or comfortable to the exclusion of compliance.

Having people in the room would disrupt the process and we don't have the room.

Get new administration that is more in line with problem solving and able to think a little more outside the box when it comes to fixing an intolerable situation.

Conclusion

Before poll watching, I had a small degree of comfort with the system and vote by mail. After observing the process, I have absolutely NO faith in either the system or vote by mail. Nor is there any long a capability on my part to remain a "boiled frog" when it comes to those much higher up the food chain than the administration of the Multnomah County Elections Office.

This is the perfect system to obfuscate the process and encourage a complete lack of accountability all the way down the food chain.

Congratulations, those running this state have completely hoodwinked the public into thinking they are on their side in the electoral process.

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk
This form is a public record

MEETING DATE: 10-16-08

SUBJECT: Multnomah County Elections

AGENDA NUMBER OR TOPIC: _____

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM.

NAME: Janice Dysinger

ADDRESS: 32235 SE Pipeline Rd

CITY/STATE/ZIP: Gresham, OR 97080-8952

PHONE: DAYS: 503 757-0670

EVES: 503 603 2287

EMAIL: janice@liferoses.com

FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: see attached

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
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IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

To the Honorable Multnomah County Commissioners,

In concern for the Multnomah County Election integrity, request is made to insure the public trust:

1. Presently each election board table has 4 people on them. There are 2 Democrats and 2 "Other" parties to review each ballot. This was the statement from Tim Scott at the Q & A on Sept 16th at the Elections office. Tim told me this week that he has found enough Republican now to place 24 Republicans for the 28 tables, almost enough for 1 per table.. If the Commission could supply enough funding to hire 4 more Republicans that would be a wonderful step in showing fairness. Right now there are 56 Democrats hired, putting 2 Democrats at each board table. I am sure I could find volunteers if it would be helpful to donate their time to be on the election board. But there may be some policy necessitating that these election board personnel be hired staff. Considering that of the contending parties there are only 2 parties (Dems and Reps) that have a chance at winning the election for president, we should at least have one Republican representative at each table.

2. Request better access for the observers during the process of verification the voter's signatures on the outer envelope of the ballots. At present observers have to stand outside the room behind a glass window. (The glass window is only 5' wide for all observing parties to use.) It is difficult to see. Tim Scott said we can use binoculars but that is difficult and not in the spirit of "Sunshine laws" for observation.

3. The HAVA (Help America Vote Act) will be enforced in this county. There are rumors that some in Salem are seeking to request a wavier of the HAVA for Oregon. Please use your power as County Commissioners to uphold this Federal Law. Voters that do not produce ID can not vote for Federal offices. I do not think that voters who cannot produce a minimal ID requirement should be able to vote for state offices either, but we need to at least enforce this Federal law. At present, there are approximately 2900 voters in Multnomah County registered without ID.

Thank you,

Janice Dysinger
Multnomah County Republican Executive Committee
Alternate Delegate
503 757 0670