

ANNOTATED MINUTES

Tuesday, November 2, 1999 - 9:00 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

BOARD BRIEFING

Chair Beverly Stein convened the meeting at 9:04 a.m., with Vice-Chair Diane Linn, Commissioners Sharron Kelley, Lisa Naito and Serena Cruz present.

- B-1 Child Receiving Center Siting Committee Report to the Board. Presented by Helen Smith and Invited Others.

CHAIR STEIN ACKNOWLEDGED AND GREETED CHILD RECEIVING CENTER SITING COMMITTEE MEMBERS. DISTRICT ATTORNEY MIKE SCHRUNK INTRODUCED MEMBERS DAN STEFFEY, MARK GANZ, JEAN CAUTHORN, KAY TORAN, DICK WEGNER, JOHN BARR, JAY BLOOM, LORAINNE BARTON, ALTHEA MILECHMAN, CHRIS PIERCE, JULIE WELLS, CRAIG OPPERMAN, DEBRA ERICKSON, HELEN SMITH, PATRICK JONES AND BOB OBERST. MIKE SCHRUNK, JEAN CAUTHORN, MARK GANZ, JOHN BARR, LEE COLEMAN, KAY TORAN, DICK WEGNER, KATHERINE JANSEN-BYRKIT, DAN STEFFEY AND JULIE WELLS PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. CHAIR STEIN AND COMMISSIONERS NAITO, LINN, CRUZ AND KELLEY COMMENTS IN SUPPORT AND APPRECIATION OF THE EFFORTS OF THE COMMITTEE. CHAIR STEIN ADVISED CONSIDERATION OF A RESOLUTION ADOPTING OPTION B, SITING PROPOSED CENTER AT 102ND AND BURNSIDE PROPERTY AND CO-LOCATION OF THE RECEIVING CENTER AND MULTI-DISCIPLINARY TEAM WILL BE PLACED ON A FUTURE BOARD AGENDA.

There being no further business, the meeting was adjourned at 10:14 a.m.

Tuesday, November 2, 1999 - 10:00 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

WORK SESSION

Chair Beverly Stein convened the meeting at 10:17 a.m., with Vice-Chair Diane Linn, Commissioners Sharron Kelley, Lisa Naito and Serena Cruz present.

WS-1 Public Safety In Depth Budget Review Work Session with District Attorney Michael Schrunk and Staff.

MIKE SCHRUNK, TOM SIMPSON, WITH CHRISTINE KIRK, PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. STAFF TO PROVIDE BOARD WITH ADDITIONAL BUDGET DETAIL AND OTHER INFORMATION.

There being no further business, the meeting was adjourned at 11:33 a.m.

Thursday, November 4, 1999 - 9:30 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:37 a.m., with Vice-Chair Diane Linn, Commissioners Sharron Kelley, Lisa Naito and Serena Cruz present.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER LINN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-10) WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-1 Renewal of Intergovernmental Omnibus Revenue Agreement 0010665 with the City of Portland Funding Homeless, Public Safety, Housing and Youth Employment and Empowerment Programs
- C-2 Amendment 1 to Intergovernmental Revenue Agreement 9910363 with the U.S. Department of Labor for Administration of Urban Rural Opportunities Grant Funds
- C-3 Budget Modification CFS 02 Correcting the Adopted Budget to Recognize Job Reclassifications Approved by Employee Services
- C-4 Budget Modification CFS 03 Removing a 1.0 FTE Vacant Program Development Specialist Position within the A & D Administration Unit Due to a Reduction in Video Lottery Revenue
- C-5 Budget Modification CFS 04 Reducing the Amount of Pass Through Expenditures within the Community Program and Partnerships Caring Communities Program and Increasing Internal Service Reimbursement to the Telephone Fund
- C-6 Budget Modification CFS 05 Correcting the Adopted Budget to Reflect a Reduction of \$10,674 in State Mental Health Funding for Residential Treatment Facilities
- C-7 Budget Modification CFS 06 Increasing the Department Revenue by \$6,000 to Support Sexual Minority Youth in Culturally Specific, Drop-in Settings
- C-8 Budget Modification CFS 09 Reallocating Expenses from Personnel to Professional Services to Allow the Hiring of a Temporary Supervisor While Recruiting to Fill Vacancies

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-9 ORDER Authorizing Amendment to Purchase and Sale Agreement to Purchaser Waxman and Associates, Inc.

ORDER 99-213.

DEPARTMENT OF HEALTH

- C-10 Amendment 1 to Intergovernmental Revenue Agreement 9910486 with the City of Portland Bureau of Housing and Community Development for Implementation of Portland Lead Hazard Control Program

REGULAR AGENDA

CHAIR STEIN ADVISED THERE WILL BE A SPECIAL BOARD MEETING AT 9:30 AM, TUESDAY, NOVEMBER 16, 1999.

PUBLIC COMMENT

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

ROGER TROEN COMMENTS REGARDING EUTHANASIA AND QUESTIONS REGARDING THE NEW ANIMAL CONTROL ADVISORY COMMITTEE. CHAIR STEIN ADVISED THE APPOINTEES WOULD BE ANNOUNCED NEXT WEEK.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-2 Results from RESULTS: Improved Contract Processing. Presented by Barbara Timper and Brian Smith.

KATHLEEN SAADAT, BARBARA TIMPER AND BRIAN SMITH PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND COMMENTS IN APPRECIATION.

- R-3 Budget Modification CFS 07 Requesting \$67,548 General Fund Contingency Transfer to the Community Program and Partnership Prevention Unit Budget for the Latino Student Retention Project as Proposed by Commissioners Cruz and Kelley, Targeting Grades 10 through 12 in Portland Public Schools and David Douglas and Reynolds High Schools

COMMISSIONER CRUZ MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. COMMISSIONERS CRUZ AND KELLEY EXPLANATION AND COMMENTS IN SUPPORT. GERARDO MADRIGAL, CAROLINA GONZALES-PRATTS TESTIMONY IN SUPPORT. COMMISSIONERS CRUZ, LINN AND STEIN

**COMMENTS IN SUPPORT. BUDGET
MODIFICATION UNANIMOUSLY APPROVED.**

NON-DEPARTMENTAL

- R-4 Metro Update with Presiding Officer Rod Monroe and Councilor David Bragdon.

**ROD MONROE AND DAVID BRAGDON
PRESENTATION AND RESPONSE TO BOARD
QUESTIONS AND DISCUSSION. METRO STAFF
TO GET BACK TO BOARD REGARDING
RECYCLING OPPORTUNITIES IN EAST COUNTY
AND ON SAUVIE ISLAND. CHAIR STEIN TO
SPEAK WITH SHERIFF REGARDING THE
POSSIBILITY OF APPOINTING A SHERIFF'S
OFFICE EMPLOYEE TO THE SOLID WASTE
ADVISORY COMMITTEE.**

- R-5 PROCLAIMING November 18, 1999 to be "Peace in the Schools Day" in Multnomah County, Oregon

**COMMISSIONER KELLEY MOVED AND
COMMISSIONER LINN SECONDED, APPROVAL
OF R-5. LINDA JARAMILLO AND BETSY
CODDINGTON EXPLANATION AND READING OF
PROCLAMATION. COMMISSIONERS LINN, STEIN,
NAITO, CRUZ AND KELLEY COMMENTS IN
SUPPORT AND APPRECIATION. COMMISSIONER
KELLEY ADVISED THE 1,000 CRANES PEACE
AWARD IS BEING TRANSFERRED TO MS.
JARAMILLO'S SHOP. PROCLAMATION 99-215
UNANIMOUSLY APPROVED.**

- R-6 RESOLUTION Creating a Task Force to Review and Evaluate Multnomah County's Policy of Renting Beds in its Juvenile and Adult Correctional Facilities to the Immigration and Naturalization Service

**COMMISSIONER CRUZ MOVED AND
COMMISSIONER LINN SECONDED, APPROVAL
OF R-6. COMMISSIONER CRUZ EXPLANATION,
COMMENTS IN SUPPORT OF RESOLUTION AND
IN APPRECIATION OF EFFORTS OF MARY**

CARROLL AND MS. LINDA RAMIREZ. LINDA RAMIREZ TESTIMONY IN SUPPORT OF TASK FORCE, INCLUDING THE NEED FOR UNIFORM POLICIES REGARDING THE RIGHTS OF INDIVIDUALS IDENTIFIED BY IMMIGRATION AND NATURALIZATION SERVICES AS "IMMIGRATION HOLDS"; THEIR RIGHT TO LEGAL ADVICE WHILE IN CUSTODY; THE BURDEN ON JAIL COUNSELORS; DIFFICULTIES IN COMMUNICATING WITH THE INS; AND THE DIFFICULTIES OF MONITORING AND TRACKING THOSE INDIVIDUALS. COMMISSIONERS STEIN, LINN, NAITO, KELLEY AND CRUZ COMMENTS IN SUPPORT AND APPRECIATION. RESOLUTION 99-214 UNANIMOUSLY APPROVED.

DEPARTMENT OF SUPPORT SERVICES

R-7 RESOLUTION Authorizing Issuance of Higher Education Variable Rate Demand Revenue Bonds, (Concordia University Portland Project) Series 1999

COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF R-7. DAVE BOYER EXPLANATION. RESOLUTION 99-217 UNANIMOUSLY APPROVED.

R-8 RESOLUTION Authorizing the Sale of Up to \$200,000,000 in PERS Pension Obligation Revenue Bonds

COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF R-8. DAVE BOYER EXPLANATION. RESOLUTION 99-218 UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-9 PUBLIC HEARING and Consideration of an ORDER Approving the Annexation of Territory to Multnomah County (Corbett) Rural Fire Protection District #14

COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL

OF R-9. KEN MARTIN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. PATRICK BROTHER INTRODUCED LEROY AND PATTY SMITH. PATRICK SMITH AND LEROY SMITH TESTIMONY IN SUPPORT AND RESPONSE TO BOARD QUESTIONS AND COMMENTS IN APPRECIATION FOR 50 YEARS OF VOLUNTEER FIRE PROTECTION FROM CORBETT TO BRIDAL VEIL. ORDER 99-216 UNANIMOUSLY APPROVED.

R-10 RESOLUTION Setting a Hearing Date in the Matter of Surrendering Jurisdiction of SW 49th Avenue (Kerr Parkway, County Road No. 1391) to the City of Lake Oswego

COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF R-10. JOHN DORST EXPLANATION. RESOLUTION 99-219 UNANIMOUSLY APPROVED.

R-11 RESOLUTION Supporting the Portland-Astoria US 30 Corridor Plan by the Multnomah County Board of Commissioners

COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF R-11. KAREN SCHILLING EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BOARD CONSENSUS DIRECTING STAFF TO ADD LANGUAGE SUPPORTING TRANSPORTATION, BUS AND TRAIN RECOMMENDATIONS TO MULTNOMAH COUNTY'S COMMENTS. IN RESPONSE TO COMMISSIONER LINN EXPRESSING CONCERN REGARDING SAFETY OF SAUVIE ISLAND BRIDGE, MS. SCHILLING TO PROVIDE INFORMATION ON THE DATES OF THE OREGON TRANSPORTATION COMMITTEE MEETINGS AND OPPORTUNITIES FOR INPUT FROM SAUVIE ISLANDERS. RESOLUTION 99-220 UNANIMOUSLY APPROVED.

R-12 Project Agreement 0010836 with Albertsons, Inc. to Provide Design and Construction Services for Reconstruction at SE Orient Drive and SE 257th Avenue

**COMMISSIONER KELLEY MOVED AND
COMMISSIONER LINN SECONDED, APPROVAL
OF R-12. JOHN DORST EXPLANATION. CHAIR
STEIN COMMENTS IN SUPPORT. AGREEMENT
UNANIMOUSLY APPROVED.**

R-13 RESOLUTION Authorizing Legal Counsel to Obtain Immediate Possession
of Property Necessary for Reconstruction at SE Orient Drive and SE 257th
Avenue

**COMMISSIONER KELLEY MOVED AND
COMMISSIONER LINN SECONDED, APPROVAL
OF R-13. JOHN DORST EXPLANATION AND
RESPONSE TO QUESTIONS OF COMMISSIONER
LINN. RESOLUTION 99-221 UNANIMOUSLY
APPROVED.**

COMMISSIONER COMMENT/LEGISLATIVE ISSUES

R-14 Opportunity (as Time Allows) for Commissioners to Comment on Non-
Agenda Items or to Discuss Legislative Issues.

NO ONE WISHED TO COMMENT.

There being no further business, the meeting was adjourned at 11:39 a.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Beverly Stein, Chair

1120 SW Fifth Avenue, Suite 1515

Portland, Or 97204-1914

Phone: (503) 248-3308 FAX (503) 248-3093

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

Diane Linn, Commission Dist. 1

1120 SW Fifth Avenue, Suite 1500

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Phone: (503) 248-5213 FAX (503) 248-5262

Email: sharron.e.kelley@co.multnomah.or.us

**ANY QUESTIONS? CALL BOARD
CLERK DEB BOGSTAD @ 248-3277**

Email: deborah.l.bogstad@co.multnomah.or.us

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

NOVEMBER 2 & 4, 1999

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg. 2	9:00 a.m. Tuesday Child Receiving Center Committee Recommendations
Pg. 2	10:00 a.m. Tuesday District Attorney Budget Review Work Session
Pg. 3	9:30 a.m. Thursday Opportunity for Public Comment on Non-Agenda Matters
Pg. 3	9:30 a.m. Thursday DCFS RESULTS Presentation
Pg. 4	10:25 a.m. Thursday Hearing on Boundary Change Proposal for Corbett Rural Fire Protection District #14
Pg. 4	10:45 a.m. Thursday Supporting Portland-Astoria (US 30) Corridor Plan
Pg. 6	Board Meeting Cancellation Notice
*	Check the County Web Site: http://www.co.multnomah.or.us/

Thursday meetings of the Multnomah County Board of Commissioners are cable-cast live and taped and may be seen by Cable subscribers in Multnomah County at the following times:

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

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

Tuesday, November 2, 1999 - **9:00 AM**
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

BOARD BRIEFING

B-1 Child Receiving Center Siting Committee Report to the Board. Presented by Helen Smith and Invited Others. 1 HOUR REQUESTED.

Tuesday, November 2, 1999 - 10:00 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

WORK SESSION

WS-1 Public Safety In Depth Budget Review Work Session with District Attorney Michael Schrunk and Staff. 2 HOURS REQUESTED.

Thursday, November 4, 1999 - 9:30 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-1 Renewal of Intergovernmental Omnibus Revenue Agreement 0010665 with the City of Portland Funding Homeless, Public Safety, Housing and Youth Employment and Empowerment Programs
- C-2 Amendment 1 to Intergovernmental Revenue Agreement 9910363 with the U.S. Department of Labor for Administration of Urban Rural Opportunities Grant Funds
- C-3 Budget Modification CFS 02 Correcting the Adopted Budget to Recognize Job Reclassifications Approved by Employee Services

- C-4 Budget Modification CFS 03 Removing a 1.0 FTE Vacant Program Development Specialist Position within the A & D Administration Unit Due to a Reduction in Video Lottery Revenue
- C-5 Budget Modification CFS 04 Reducing the Amount of Pass Through Expenditures within the Community Program and Partnerships Caring Communities Program and Increasing Internal Service Reimbursement to the Telephone Fund
- C-6 Budget Modification CFS 05 Correcting the Adopted Budget to Reflect a Reduction of \$10,674 in State Mental Health Funding for Residential Treatment Facilities
- C-7 Budget Modification CFS 06 Increasing the Department Revenue by \$6,000 to Support Sexual Minority Youth in Culturally Specific, Drop-in Settings
- C-8 Budget Modification CFS 09 Reallocating Expenses from Personnel to Professional Services to Allow the Hiring of a Temporary Supervisor While Recruiting to Fill Vacancies

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-9 ORDER Authorizing Amendment to Purchase and Sale Agreement to Purchaser Waxman and Associates, Inc.

DEPARTMENT OF HEALTH

- C-10 Amendment 1 to Intergovernmental Revenue Agreement 9910486 with the City of Portland Bureau of Housing and Community Development for Implementation of Portland Lead Hazard Control Program

REGULAR AGENDA - 9:30 AM

PUBLIC COMMENT - 9:30 AM

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

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES - 9:30 AM

- R-2 Results from RESULTS: Improved Contract Processing. Presented by Barbara Timper and Brian Smith. 10 MINUTES REQUESTED.

- R-3 Budget Modification CFS 07 Requesting \$67,548 General Fund Contingency Transfer to the Community Program and Partnership Prevention Unit Budget for the Latino Student Retention Project as Proposed by Commissioners Cruz and Kelley, Targeting Grades 10 through 12 in Portland Public Schools and David Douglas and Reynolds High Schools

NON-DEPARTMENTAL - 9:45 AM

- R-4 Metro Update with Presiding Officer Rod Monroe and Councilor David Bragdon. 10 MINUTES REQUESTED.
- R-5 PROCLAIMING November 18, 1999 to be "Peace in the Schools Day" in Multnomah County, Oregon
- R-6 RESOLUTION Creating a Task Force to Review and Evaluate Multnomah County's Policy of Renting Beds in its Juvenile and Adult Correctional Facilities to the Immigration and Naturalization Service

DEPARTMENT OF SUPPORT SERVICES - 10:15 AM

- R-7 RESOLUTION Authorizing Issuance of Higher Education Variable Rate Demand Revenue Bonds, (Concordia University Portland Project) Series 1999
- R-8 RESOLUTION Authorizing the Sale of Up to \$200,000,000 in PERS Pension Obligation Revenue Bonds

DEPARTMENT OF ENVIRONMENTAL SERVICES - 10:25 AM

- R-9 PUBLIC HEARING and Consideration of an ORDER Approving the Annexation of Territory to Multnomah County (Corbett) Rural Fire Protection District #14
- R-10 RESOLUTION Setting a Hearing Date in the Matter of Surrendering Jurisdiction of SW 49th Avenue (Kerr Parkway, County Road No. 1391) to the City of Lake Oswego
- R-11 RESOLUTION Supporting the Portland-Astoria US 30 Corridor Plan by the Multnomah County Board of Commissioners
- R-12 Project Agreement 0010836 with Albertsons, Inc. to Provide Design and Construction Services for Reconstruction at SE Orient Drive and SE 257th Avenue

R-13 RESOLUTION Authorizing Legal Counsel to Obtain Immediate Possession of Property Necessary for Reconstruction at SE Orient Drive and SE 257th Avenue

COMMISSIONER COMMENT/LEGISLATIVE ISSUES - 11:20 AM

R-14 Opportunity (as Time Allows) for Commissioners to Comment on Non-Agenda Items or to Discuss Legislative Issues.



MULTNOMAH COUNTY COMMISSIONERS **BOARD MEETING CANCELLATION NOTICE**

Thursday, November 11, 1999

Veterans Day - Offices Closed

Thursday, November 18, 1999

AOC Conference - No Board Meeting

Thursday, November 25, 1999

Thanksgiving - Offices Closed

Tuesday, December 21, 1999

Briefing Meeting Cancelled

Thursday, December 23, 1999

Regular Meeting Cancelled

Tuesday, December 28, 1999

No Meeting Scheduled

Thursday, December 30, 1999

Regular Meeting Cancelled

Any Questions, please call Deb Bogstad @ (503) 248-3277

MEETING DATE: NOV 04 1999

AGENDA NO: C-1

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: *Ratification of the City of Portland, Bureau of Housing and Community Development Omnibus Revenue Agreement.*

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: Next Available

Amount of Time Needed: Consent

DEPARTMENT: COMMUNITY AND FAMILY SERVICES

DIVISION: COMMUNITY PROGRAMS & PARTNERSHIPS

CONTACT: Lorenzo Poe/Mary Li

BLDG/ROOM: 166/7

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Ratification of the City of Portland Omnibus Revenue Agreement in the amount of \$2,218,521

SIGNATURES REQUIRED:

11/9/99 ORIGINALS TO LYNN ERVINS

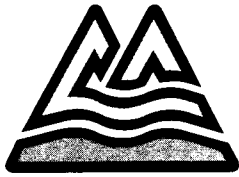
ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo T. Poe Jr.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277




MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204-1618
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Beverly Stein, Multnomah County Chair

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

DATE: October 22, 1999

SUBJECT: FY 1999-2000 Revenue Agreement with City of Portland, Omnibus

I. Retroactive Status: This revenue agreement is retroactive to July 1, 1999. It was pending final City of Portland approval.

II. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioners approval of the Omnibus Revenue Agreement with the City of Portland for the period July 1, 1999 through June 30, 2000.

III. Background Analysis: The Department of Community and Family Services annually receives a transfer of City funds for the purchase of human services, including homeless programs, public safety programs (domestic violence and gang projects), housing programs, Youth Employment and Empowerment (YEEP) services. This is the third year in which all these contracts have been folded into one omnibus contract, with one set of general conditions and exhibits detailing the requirements for each program funded.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: The City funds pay for services directed toward County policies, including public safety and reduction of domestic violence; access to mental health service; reduction of homelessness, and building the resiliency of youth affected by gang behavior.

VII. Citizen Involvement: Citizens are involved through the Community Action Commission, agencies are involved through the Youth Employment and Empowerment Coalition.

VIII. Other Government Participation: This agreement represents a continuing partnership between the City of Portland and Multnomah County to fund and deliver human services.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 0010665

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Amendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-1</u> DATE <u>11/4/99</u> DEB BOGSTAD BOARD CLERK</p>

Department: Community and Family Services Division: Community Programs and Partnerships Date: October 22, 1999
 Originator: Peggy Samolinski Phone: X 24564 Bldg/Rm: 166/5
 Contact: Lynn Ervins Phone: X 26644 Bldg/Rm: 166/7

Description of Contract: **OMNIBUS Revenue Agreement with the City of Portland funding homeless, public safety, youth employment and involvement, and housing programs.**

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S):
RFP/BID	RFP/BID DATE
EXEMPTION	EXEMPTION EXPIRATION DATE
#/DATE	ORS/AR #
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor	City of Portland, Bureau of Housing and Community Development	
Address	808 SW 3rd, Suite 600	Remittance Address (If different)
	Portland, OR 97204	
Phone	(503) 823-2375	Payment Schedule / Terms
Employer ID# or SS#		<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt
Effective Date	July 1, 1999	<input type="checkbox"/> Monthly \$ <input type="checkbox"/> Net 30
Termination Date	June 30, 2000	<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u> <input type="checkbox"/> Other
Original Contract Amount \$	2,218,521	
Total Amt of Previous Amendments \$	-0-	<input type="checkbox"/> Requirements \$
Amount of Amendment \$	-0-	
Total Amount of Agreement \$	2,218,521	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager *Kolonyo T. Paeg...* DATE 10-22-99
 Purchasing Manager _____ DATE _____
 County Counsel *Katie...* DATE 10/26/99
 County Chair *...* DATE 11/4/99
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

LGFS VENDOR CODE R6						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01								See	Attached		
02											
03											

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
CONTRACT APPROVAL FORM SUPPLEMENT
Contractor: CITY OF PORTLAND, BUREAU OF HOUSING AND COMMUNITY DEVELOPMENT

Vendor # R6

Fiscal Year 1999/00

Contract # 0010665

Line	Fund	Agency	Org Code	Revenue Code	Report Category	LGFS Description	Original Amount	Amend #	Final Amount
1	156	010	1150	2025	9205	City CDBG/Janus/Night Shelter	\$189,122		
2	156	010	1150	2719	9203	General Funds/Janus/Night Shelter	\$ 37,650		
3	156	010	1150	2719	9203	General Funds-O-I/Trans.	\$300,900		
4	156	010	1150	2719	9203	General Funds-NAFY/Trans. Hsng:	\$263,250		
5	156	010	1162	2101	9003	City CDBG MHSW/Bridgeview	\$237,884		
6	156	010	1150	2025	9205	City CDBG-MCO:	\$ 12,744		
7	156	010	1150	2025	9248	City CDBG-MCO/Voucher	\$ 18,101		
8	156	010	1150	2795	9216	PILOT-MCO/Rent Asst:	\$319,473		
9	156	010	1520	2062	9508	McKinney-MCO/Housing Srvs:	\$ 39,905		
10	156	010	0135	2719	9203	General Funds-Domestic Violence	\$ 32,754		
11	156	010	1112	2025	9205	CDBG-Gang Project	\$ 93,215		
12	156	010	1112	2719	9203	CGF-ECS-Intensive Supervs.	\$ 37,500		
13	156	010	1162	2719	9203	CGF-OCHA-Learning Center	\$ 24,000		
14	156	010	1112	2719	9930	CGF-YEEP Coalition	\$200,430		
15	156	010	1150	2114	9415	HOME-Hsng. Developmnt-Prog. Delivery	\$411,593		
						TOTAL	\$2,218,521		

**OMNIBUS CONTRACT BETWEEN
CITY OF PORTLAND, BUREAU OF HOUSING AND COMMUNITY DEVELOPMENT
AND
MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

This agreement for services (AGREEMENT) is between the CITY OF PORTLAND, acting through its BUREAU OF HOUSING AND COMMUNITY DEVELOPMENT (CITY) and MULTNOMAH COUNTY, acting through its DEPARTMENT OF COMMUNITY AND FAMILY SERVICES (COUNTY).

This Agreement consists of the following sections:

Part A: Agreement	Page 1
Table A: Contracted Service Programs	Page 2
Part B: General Terms and Conditions	Page 3
Exhibits: Program Descriptions	Page 9

PART A: AGREEMENT

1. **DESCRIPTION OF SERVICES:** County will provide the services included in Table A: Contracted Service Programs, and the related Exhibits.
2. **COMPENSATION:** City shall pay County quarterly for provision of services, upon receipt of invoice documenting expenditures and a service report for each program included in this Agreement, as described in the Exhibits. Total compensation under this Agreement shall not exceed \$2,218,521.
3. **TERM:** County's services will begin on July 1, 1999, and terminate when completed, but no later than June 30, 2000.

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

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

BY *Lonzo T. Poeg, Jr.* 10-22-99
Director, Dept. of Community & Family Svcs. Date

BY _____
Commissioner Erik Sten Date
Commissioner of Public Works

BY *Beverly Stein* 11/4/99
Beverly Stein, Multnomah County Chair Date

REVIEWED:

Thomas Sponsler, County Counsel
for Multnomah County, Oregon Date

APPROVED AS TO FORM:

By *Katie Gaerjens* 10/26/99
Katie Gaerjens, Asst. Co. Counsel Date

By _____
Jeffrey L. Rogers, City Attorney Date

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # C-1 DATE 11/4/99
DEB BOGSTAD
BOARD CLERK

TABLE A: CONTRACTED SERVICE PROGRAMS

CONTRACT #:

Program	Funding Source	Funding Level	Exhibit	BHCD Contact
HOMELESS PROGRAMS				\$1,419,029
1. Homeless Youth	a. CDBG	Janus/Night Shelter: \$189,122	A	Rachael Silverman
	b. General Funds	Janus/Night Shelter: \$37,650	B	Rachael Silverman
	b. General Funds	O- I/Trans. Housing: \$300,900	C	Rachael Silverman
	b. General Funds	NAFY/Trans. Hsng: \$263,250	D	Rachael Silverman
2. Homeless CMI/ Transitional Housing	a. CDBG	MHSW/Bridgeview \$237,884	E	Rachael Silverman
3. Moving Assistance/ Homeless Prevention	a. CDBG	MCO: \$12,744	F	Rachael Silverman
4. Emergency Assistance/ Homeless Prevention	a. CDBG	MCO/Voucher: \$18,101	G	Rachael Silverman
	c. PILOT	MCO/Rent Asst.: \$319,473	H	Rachael Silverman
5. Special Needs/Housing Services	d. McKinney	MCO/Housing Srvs: \$39,905	I	Rachael Silverman
PUBLIC SAFETY				\$187,469
1. Domestic Violence	b. General Funds	\$32,754	J	Rachael Silverman
2. Gang Project	a. CDBG	\$93,215	K	Barbara Madigan
3. ECS -Intensive Supervs.	c. CGF	\$37,500	L	Karen Belsey
4. OCHA - Learning Cntr.	c. CGF	\$24,000	M	Karen Belsey
YOUTH EMPLOYMENT AND INVOLVEMENT				\$200,430
1.YEEP Coalition	c. CGF	\$200,430	N	Karen Belsey
HOUSING				\$411,593
1. Housing Development Program Delivery	d. HOME	\$411,593	O	Andy Miller

TOTAL:

PART B: GENERAL TERMS AND CONDITIONS

1. **FUNDS AVAILABLE.** City certifies that sufficient funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to City in the amounts anticipated, City may terminate or reduce contract funding or change the scope of services accordingly. City will notify County as soon as it receives notification from funding source.
2. **INDEPENDENT CONTRACTOR STATUS.** City is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments for services under this agreement. The County and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including, without limitation, federal social security, health benefits, workers compensation, unemployment compensation, and retirement benefits.
3. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No board of commissioner members or employees of the County, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No City officer or employee who participated in the award of this Agreement shall be employed by the County during the Agreement. On CDBG-funded projects, the County shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.
4. **SUBCONTRACTS AND ASSIGNMENT.** County shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the County as specified in this Agreement, including being responsible for adhering to all regulations cited within this Agreement. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. The County agrees that if subcontractors are employed in the performance of this contract, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers Compensation. The County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.
5. **WORKERS' COMPENSATION INSURANCE**
 - A. The County, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon workers compensation law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Attachment A, if applicable, and shall be incorporated herein and made a term and a part of this Agreement. The County further agrees to maintain workers compensation insurance coverage for the duration of this Agreement.
 - B. If CONTRACTOR'S worker's compensation insurance coverage is due to expire during the term of this Agreement, the County agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the County agrees to provide the City of Portland such further certification of workers compensation insurance as renewals of said insurance occur.

C. The County agrees to accurately complete the City of Portland's Questionnaire for Workers Compensation Insurance and Qualification as an Independent County prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Attachment B and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the Agreement immediately and the notice requirement contained in subsection (9), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

6. **INDEMNIFICATION.** To the extent permitted by Oregon Tort Claim Act and the Oregon Constitution, the County shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractors work under this Agreement.

7. **LIABILITY INSURANCE.** The County is self-insured as provided by Oregon law.

8. **OREGON LAW AND FORUM.** This Agreement shall be construed according to the law of the State of Oregon. Any litigation between the City and the County arising under this contract or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

9. **EARLY TERMINATION.**

A. **Termination for Convenience:** In accordance with 24 CFR 85.44, the City and County may terminate this Agreement at any time by mutual written agreement. If the Agreement is terminated by the City as provided herein, the County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the County covered by this Agreement less payments of compensation previously made.

B. **Termination for Cause:** In accordance with 24 CFR 85.43, if, through any cause, the County shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the County shall violate any of the covenants, agreements, or stipulations of this Agreement, the city may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the County of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Agreement shall, at the option of the City, become the property of the City, and the County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the County shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the County, and the City may withhold any payments to the County for the purpose of setoff until such time as the exact amount of damages due the City from the County is determined.

C. **Enforcement and Remedies:** In the event of termination under section B. hereof by the City due to a breach by the County, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the

amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided herein, then the County shall pay to the City the amount of the excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City and County under sections B and C hereof for a breach shall not be exclusive. The City and County also shall be entitled to any other equitable and legal remedies that are available.

In the event of termination under section B, the City shall provide the County an opportunity for an administrative appeal to the Bureau Director.

10. **AGREEMENT CHANGES.** The City or County may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the County's compensation, shall be incorporated in written amendments to this Agreement. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager. Significant changes to the scope of work, performance measures, or compensation must be approved by ordinance of the City Council.

11. **SEVERABILITY.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

12. **INTEGRATION.** This Agreement contains the entire agreement between the City and the County and supersedes all prior written or oral discussions or agreements.

13. **MAINTENANCE AND AUDIT OF RECORDS.** The County shall maintain fiscal records on a current basis to support its billings to the City. The County shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this Agreement. The City or its authorized representatives shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work hereunder.

The City, either directly or through a designated representative, may audit the records of the County at any time during this 3-year period. If an audit discloses that payments to the County were in excess of the amount to which the County was entitled, then the County shall repay the amount of the excess to the City.

14. **MONITORING.** The City, through the Bureau of Housing and Community Development, shall monitor at least once each year that portion of the County's project funded with Community Development Block Grant (CDBG), HOME Investment Partnership Program, or Emergency Shelter Grant (ESG) funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this Agreement. The County shall monitor each subcontractor at least once a year for that portion of activities funded with City CDBG funds. Such monitoring shall ensure that the operations of the project conforms to the provisions of this Agreement.

15. **ACCESS TO RECORDS.** The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, general organizational and administrative information, documents, papers, and records of County which are directly pertinent to this Agreement for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All

required records must be maintained by County for three years after the City makes final payments and all other pending matters are closed.

16. **REPORTING REQUIREMENTS.** The County shall report on its activities in a format and by such times as prescribed by the City.

17. **PUBLICITY.** Publicity regarding the project shall note participation of the City of Portland through its Bureau of Housing and Community Development.

18. **COMPLIANCE WITH LAWS.** In connection with its activities under this Agreement, the County shall comply with all applicable federal, state, and local laws and regulations. In the event that the County provides goods and services to the City in the aggregate in excess of \$2,500 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process. For Community Development Block Grant funded projects, the County shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612. For HOME Investment Partnership Program funded projects, the County shall carry out its activities in compliance with 24 CFR Part 92.

19. **CONTRACT ADMINISTRATION.** The County shall comply with the applicable provisions of OMB Circular Nos. A-21, A-87, A-110, A-122, A-128, and with applicable provisions of 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.

20. **NONDISCRIMINATION.** During the performance of this Agreement, the County agrees as follows:

A. The County will comply with the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).

B. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as Section 504 of the Rehabilitation Act of 1973 (24 CFR 8).

C. The County will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

D. The County will undertake efforts to encourage the use of minority and women's business enterprises as stated in Executive Orders 11625, 12432, and 12138.

E. The County will make known that use of the facilities and services is available to all on a nondiscriminatory basis.

21. **PROGRAM INCOME/PERSONAL PROPERTY.**

A. Program income, with the exception of HOME program income, shall be retained by the County provided that it shall be used only for those activities identified in the Exhibits in this Agreement, and shall be subject to all provisions of this Agreement. Any program income on hand when the Agreement expires or received after such expiration shall be paid to the City. Any program income generated by

HOME funded activities must be returned to the City's Local HOME Account to be re-programmed for HOME eligible activities by the City in accordance with 24 CFR 92.503.

B. Contractors who retain and expend program income shall set up a Program income ledger account and establish procedures and internal controls to assure: collection of all program income, accurate classification of funds to be credited, immediate deposit into the proper bank account, and program income disbursement before requesting additional City funds.

C. In all cases in which personal property is sold, the proceeds shall be program income, and personal property not needed by the County for the applicable service program shall be transferred to the City for that funding source program or shall be retained after compensating the City.

D. For Community Development Block Grant funded projects, the County shall comply with provisions of 24 CFR 570.504 regarding program income. When there is program income, transfers of CDBG funds to the county shall be adjusted in accordance with 24 CFR 570.504.

22. **FUND-RAISING.** City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible. No Emergency Shelter Grant (ESG) fund dollars may be used to cover expenses associated with general agency fund raising activities not directly related to ESG-funded projects.

23. **EXPIRATION/REVERSION OF ASSETS.**

A. For Community Development Block Grant funded projects, the County shall comply with the Reversion of Assets provision of 24 CFR 570.503(b)(8).

B. For Emergency Shelter Grant funded projects, the County shall transfer to the City any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the County's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five-year period after expiration of this Agreement.

The County shall require that the language of this certification be included in the award documents at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement) and that all subcontractors shall certify and disclose accordingly.

24. **LABOR STANDARDS.** The County agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The County shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The County agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000 for construction, renovation, or repair of any building or work financed in whole or in

part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City of Portland pertaining to such agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3,15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the County of its obligation, if any, to require payment of the higher wage. The County shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.

25. **MINIMIZING DISPLACEMENT.** The County assures that it will take all reasonable steps to minimize the displacement of persons as a result of this Agreement, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.

26. **PROGRAM ACCESS BY THE DISABLED.** The County shall, to the maximum feasible extent, follow the Bureau of Housing and Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.

27. **FLOOD DISASTER PROTECTION.** County agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) in regard to the sale, lease, or other transfer of land acquired, cleared, or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

28. **LEAD-BASED PAINT POISONING.** The County agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, and in particular, Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

29. **LOBBYING FOR FUNDS.** No federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement) and that all subcontractors shall certify and disclose accordingly.

30. **CHURCH/STATE.** The County agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

31. **TARGETING.** The City will be designating Target Areas which are to receive focused services for the fiscal year. As appropriate, the County will provide intensive marketing and outreach to the designated areas, will collect data on all activities in the areas including numbers served, and will report on efforts in the area according to Agreement's provisions on Reporting Requirements.

32. **SECTION 3/TRAINING.** County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701a) and regulations pursuant thereto (24 CFR Part 135). The Bureau of Housing and Community Development will provide training for contractors. All contractors are required to attend general training on City and Federal requirements and other project specific training as appropriate.

33. **INTEGRATED DISBURSEMENT AND INFORMATION SYSTEM.** During the term of this contract, the City of Portland will be switching billing and reporting systems to HUD's Integrated Disbursement and Information System (IDIS). This switch will require changes in the way the County bills and reports to the City about these projects. Affected County program and fiscal staff will attend training in 90 in order to become more knowledgeable about IDIS and to comply with new City processes.

EXHIBIT A
JANUS YOUTH: CDBG FUND
HOMELESS PROGRAMS: NIGHT YOUTH SHELTER

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Community Development Block Grant (CDBG) funds that can be used for shelter and support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

CDBG funds totaling \$189,122 are available to pay for the delivery of night shelter for homeless youth by Janus Youth.

II. SCOPE OF SERVICES

County will oversee the delivery of housing and services for homeless youth by the Janus Youth at Streetlight Program Shelter (SW 12th and Washington).

The County shall contract with Janus Youth to provide safe and sanitary overnight shelter for 30 youth per night for an average length of stay of three months. Youth will be assessed and case managed by other providers in the continuum. Youth will also be expected to attend day-time activities focuses on skill-building and stability, and the shelter will encourage youth participation in the programs and support the service coordination activity. Youth will be tracked as they move through the system, to measure outcomes.

III. PERFORMANCE MEASURES

- A. CONTRACTOR will track and report on the achievement of the following levels of service (outputs) during the period of this agreement:
 - ◆ Janus Youth will provide shelter for approximately 90 youth (unduplicated count).
- B. CONTRACTOR will track and report on the achievement of the following accomplishments during the period of this agreement.
 - ◆ 50% of all youth served will leave the shelter for safe, stable housing, which includes transitional and independent housing in the continuum as well as other stable housing in the community.
 - ◆ There will be no more than 5 unsafe incidents reported during the year.
 - ◆ Youth will decrease the amount of unhealthy risk-taking behaviors, as measured by reports that youth were not dismissed from the shelter for the reasons of use of tobacco and/or alcohol/drugs, or for having unprotected sex.

IV. REPORTING REQUIREMENTS

- A. **Subcontractor Plans and Outcomes:** County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.
- B. **Quarterly Reports:** Except as provided by subsection C. below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by the subcontractor; 2) number of clients (unduplicated) served; 3) number of shelter nights provided; and 4) ethnic and racial data.
- C. **Final Reports:** County shall submit a final report as its fourth quarter report. The final report shall include:
 - 1. Year-end expenditures by the subcontractor
 - 2. Year-end performance assessments
 - 3. Number of individuals served
 - 4. Client demographics including ethnicity, and sex of all recipients of services
 - 5. Number of individuals in case management
 - 6. Performance data related to section III

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above-described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase nonexpendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, prorated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED AND EIGHTY-NINE THOUSAND ONE HUNDRED AND TWENTY-TWO DOLLARS (\$189,122) OF CDBG FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Rachael Silverman, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

EXHIBIT B
JANUS YOUTH: GENERAL FUND
HOMELESS PROGRAMS: NIGHT YOUTH SHELTER

I. AUTHORITY

The provision of services and housing options, including youth shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has \$601,800 in General Funds that can be used for such efforts. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee--the Housing and Community Development Commission--agree to cooperatively develop and maintain services and housing for persons who are homeless.

City General funds totaling \$37,650 are available to pay for the delivery of night shelter for homeless youth by Janus Youth.

II. SCOPE OF SERVICES

County will oversee the delivery of housing and services for homeless youth by the Janus Youth at Streetlight Program Shelter (SW 12th and Washington).

The County shall contract with Janus Youth to provide safe and sanitary overnight shelter for 30 youth per night for an average length of stay of three months. Youth will be assessed and case managed by other providers in the continuum. Youth will also be expected to attend day-time activities focuses on skill building and stability, and the shelter will encourage youth participation in the programs and support the service coordination activity. Youth will be tracked as they move through the system to measure outcomes.

III. PERFORMANCE MEASURES

A. CONTRACTOR will track and report on the achievement of the following levels of service (outputs) during the period of this agreement:

- ◆ Janus Youth will provide shelter for approximately 90 youth (unduplicated count).

B. CONTRACTOR will track and report on the achievement of the following accomplishments during the period of this agreement.

- ◆ 50% of all youth served will leave the shelter for safe, stable housing, which includes transitional and independent housing in the continuum as well as other stable housing in the community.
- ◆ There will be no more than 5 unsafe incidents reported during the year.
- ◆ Youth will decrease the amount of unhealthy risk-taking behaviors, as measured by reports that youth were not dismissed from the shelter for the reasons of use of tobacco and/or alcohol/drugs, or for having unprotected sex.

IV. REPORTING REQUIREMENTS

- A. **Subcontractor Plans and Outcomes:** County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.
- B. **Quarterly Reports:** Except as provided by subsection C. below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by the subcontractor; 2) number of clients (unduplicated) served; 3) number of shelter nights provided; and 4) ethnic and racial data.
- C. **Final Reports:** County shall submit a final report as its fourth quarter report. The final report shall include:
 - 1. Year-end expenditures by the subcontractor
 - 2. Year-end performance assessments
 - 3. Number of individuals served
 - 4. Client demographics including ethnicity, and sex of all recipients of services
 - 5. Number of individuals in case management
 - 6. Performance data related to section III

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above-described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase nonexpendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, prorated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED THIRTY-SEVEN THOUSAND SIX HUNDRED AND FIFTY DOLLARS (\$37,650) OF GENERAL FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Rachael Silverman, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

EXHIBIT C
OUTSIDE IN: GENERAL FUND
HOMELESS PROGRAMS: YOUTH TRANSITIONAL HOUSING

I. AUTHORITY

The provision of services and housing options, including youth transitional housing, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has \$601,800 in General Funds that can be used for such efforts. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee--the Housing and Community Development Commission--agree to cooperatively develop and maintain services and housing for persons who are homeless.

City General funds totaling \$300,900 are available to pay for the delivery of transitional housing by Outside In.

II. SCOPE OF SERVICES

County will oversee the delivery of transitional housing for homeless youth by Outside-In. The transitional housing services are group living arrangements for youth who need supportive and supervised living environments to become fully independent. Length of stay may be up to two years.

The County shall work with Outside-In to achieve the following performance and outcome goals:

III. PERFORMANCE MEASURES

- A. CONTRACTOR will track and report on the achievement of the following levels of service (outputs) during the period of this agreement:
 - ◆ Provide transitional housing for 50 homeless youth (unduplicated count).
 - ◆ Maintain 14 beds of safe and clean transitional housing with a minimum average of 80% occupancy
- B. CONTRACTOR will track and report on the achievement of the following accomplishments during the period of this agreement.
 - ◆ 60% of all youth who complete the program will move into stable housing
 - ◆ 50% of all youth who exited to stable housing will remain in stable housing for 6 months
 - ◆ 40% of all youth who exited to stable housing will remain in stable housing for 6 months

IV. REPORTING REQUIREMENTS

- A. **Subcontractor Plans and Outcomes:** County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.

- B. **Quarterly Reports:** Except as provided by subsection C. below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by the subcontractor; 2) number of clients (unduplicated) served; 3) number of shelter nights provided; and 4) ethnic and racial data.
- C. **Final Reports:** County shall submit a final report as its fourth quarter report. The final report shall include:
1. Year-end expenditures by the subcontractor
 2. Year-end performance assessments
 3. Number of individuals served
 4. Client demographics including ethnicity, and sex of all recipients of services
 5. Performance data related to Section III.

V. **COMPENSATION AND METHOD OF PAYMENT**

- A. The CONTRACTOR will be compensated for the above-described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase nonexpendable-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, prorated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED THREE-HUNDRED THOUSAND NINE-HUNDRED DOLLARS (\$300,900) OF GENERAL FUNDS.

VI. **CITY PROJECT MANAGER**

- A. The CITY Project Manager shall be Rachael Silverman, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

EXHIBIT D
NEW AVENUES FOR YOUTH: GENERAL FUND
HOMELESS PROGRAMS: YOUTH TRANSITIONAL HOUSING

I. AUTHORITY

The provision of services and housing options, including youth transitional housing, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has \$601,800 in General Funds that can be used for such efforts. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee--the Housing and Community Development Commission--agree to cooperatively develop and maintain services and housing for persons who are homeless.

City General funds totaling \$263,250 are available to pay for the delivery of transitional housing by New Avenues for Youth.

II. SCOPE OF SERVICES

County will oversee the delivery of transitional housing for homeless youth by New Avenues for Youth. The transitional housing services are group living arrangements for youth who need supportive and supervised living environments to become fully independent. Length of stay may be up to two years.

The County shall work with New Avenues for Youth to achieve the following performance and outcome goals:

III. PERFORMANCE MEASURES

- ◆ Provide transitional housing for 28 homeless youth (unduplicated count)
- ◆ Maintain 14 beds of transitional housing with a minimum average of 80% occupancy

CONTRACTOR will track and report on the achievement of the following accomplishments during the period of this agreement.

- ◆ 60% of all youth who complete the program will move into stable housing
- ◆ 50% of all youth who exited to stable housing will remain in stable housing for 6 months
- ◆ 40% of all youth who exited to stable housing will remain in stable housing for 6 months

IV. REPORTING REQUIREMENTS

- A. **Subcontractor Plans and Outcomes:** County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.

- B. **Quarterly Reports:** Except as provided by subsection C. Below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by the subcontractor; 2) number of clients (unduplicated) served; 3) number of shelter nights provided; and 4) ethnic and racial data.
- C. **Final Reports:** County shall submit a final report as its fourth-quarter report. The final report shall include:
 - 1. Year-end expenditures by the subcontractor
 - 2. Year-end performance assessments
 - 3. Number of individuals served
 - 4. Client demographics including ethnicity, and sex of all recipients of services
 - 5. Performance data related to Section III.

V. **COMPENSATION AND METHOD OF PAYMENT**

- A. The CONTRACTOR will be compensated for the above-described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase nonexpendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, prorated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED TWO HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$263,250) OF GENERAL FUNDS.

VI. **CITY PROJECT MANAGER**

- A. The CITY Project Manager shall be Rachael Silverman, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

**Mental Health Services West: CDBG FUND
BRIDGEVIEW CMI**

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Community Development Block Grant (CDBG) funds that can be used for shelter and support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee--the Housing and Community Development Commission--agree to cooperatively develop and maintain services and housing for persons who are homeless.

City CDBG funds totaling \$237,884 will be used to pay for services and beds at the Bridgeview.

II. SCOPE OF SERVICES

County will oversee the delivery of CDBG-funded housing and services for the homeless chronically mentally ill to be performed by Mental Health Services West at the Bridgeview (NW Everett and Broadway).

The County shall contract with Mental Health Services West to provide shelter for 58 individuals (48 short-term emergency SRO beds with 24-hour supervision, and 10 long-term beds with the capacity to provide on-site intervention.)

III. PERFORMANCE MEASURES

A. CONTRACTOR will track and report on the achievement of the following levels of service (outputs) during the period of this agreement:

- ◆ 100 individuals will be housed at Bridgeview during the year;
- ◆ 58 contiguous rooms, maintained in safe, sanitary order, will be available for Bridgeview residents throughout the fiscal year;
- ◆ 95% of the beds will be utilized;
- ◆ Provide 21,170 meals to residents.

B. CONTRACTOR will track and report on the achievement of the following accomplishments during the period of this agreement.

- ◆ 50% of the individuals leaving Bridgeview will be housed in permanent or transitional housing;
- ◆ 50 % of those individuals placed in permanent housing will remain in a stable housing situation six months after placement;
- ◆ 70% of the residents will demonstrate maintenance or improvement in ability to function in the community, as indicated on the Multnomah Community Ability Scale.

IV. REPORTING REQUIREMENTS

- A. **Subcontractor Plans and Outcomes:** County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.
- B. **Quarterly Reports:** Except as provided by subsection C. below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by the subcontractor; 2) number of clients (unduplicated) served; 3) number of shelter nights provided; and 4) ethnic and racial data.
- C. **Final Reports:** County shall submit a final report as its fourth quarter report. The final report shall include:
 - 1. Year-end expenditures
 - 2. Year-end performance assessments
 - 3. Number of individuals served
 - 4. Client demographics including ethnicity and sex of all recipients of services
 - 5. Performance data related to section III
- D. Reporting format will substantively resemble tables E1 and E2.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above-described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, prorated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED TWO HUNDRED AND THIRTY-SEVEN THOUSAND EIGHT HUNDRED AND EIGHTY-FOUR DOLLARS (\$237,884) OF CDBG FUNDS.

VI. CITY Project Manager

- A. The CITY Project Manager shall be Rachael Silverman, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

TABLE E-1
PROJECT REPORT FOR BRIDGEVIEW
BENEFICIARY DATA
Reporting Period From: _____ To: _____

Individual Beneficiaries _____	Household Beneficiaries _____
--------------------------------	-------------------------------

(check one)

PARTICIPANT INFORMATION	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Y-T-D
-------------------------	-------------	-------------	-------------	-------------	-------

1. Gender

Males					
Females					
Gender Total*					

2. Race

African American					
Caucasian					
Native American/Alaskan					
Native Hawaiian/Other Pacific Islander					
Asian					
Mixed					
Race Total*					

* Totals should match.

3. Ethnicity

Hispanic					
----------	--	--	--	--	--

4. Age

18-21					
21-30					
31-50					
over 51					

4. Other

# Veterans Status					
-------------------	--	--	--	--	--

* Totals should match.

TABLE E-2
OUTCOME AND REPORTING DATA
Reporting Period From: _____ To: _____

PARTICIPANT INFORMATION	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Y-T-D
------------------------------------	------------------------	------------------------	------------------------	------------------------	--------------

# of individuals housed					
% of beds utilized					*

FOR FINAL REPORT					
# of individuals placed in permanent housing					
# of individuals placed in transitional housing					
# of individuals placed in permanent housing who remain in stable housing for 6 months					
# of individuals placed in permanent housing who remain in stable housing for 12 months					
# of individuals who demonstrate maintenance or improvement on MCAS					

EXHIBIT F
MULTNOMAH COUNTY: CDBG FUND
HOMELESS PROGRAMS: MOVING ASSISTANCE

I. AUTHORITY

The provision of services and housing options, including shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Community Development Block Grant (CDBG) funds that can be used for shelter and support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless or at risk. The City and the County, through their jointly appointed citizen oversight committee--the Housing and Community Development Commission--agree to cooperatively develop and maintain services and housing for persons who are homeless or at risk.

City CDBG funds totaling \$12,744 are available to pay for these services.

II. SCOPE OF SERVICES

County will oversee the delivery of CDBG-funded housing and services for individuals whose rental residences buildings have been closed by the City's Bureau of Buildings. City acknowledges that the subcontractors have been selected through a competitive procurement process.

The County will contract with community service agencies so that each center designates one person to serve as primary contact liaison for relocation requests from the Bureau of Buildings. The community service agencies will provide the following services when they are notified by the Bureau of Buildings that a residence must be vacated:

- A. Personally contact all residential tenants. Determine the income eligibility of each tenant: bona fide residential tenants on the date of the notice are eligible unless occupancy was not in good faith or was solely for the purpose of obtaining benefits provided.
- B. Advise tenants of the availability of moving assistance payments.
- C. Assist tenants in finding and moving to appropriate replacement housing.
- D. Provide referrals and assistance as necessary to welfare, legal, health or other agencies as needed by the tenant.
- E. Provide up to \$2,000 for a family and up to \$1,000 for a single person.

Eligible costs include case management, moving expenses, transportation expenses, emergency shelter, storage fees, rent payments for replacement housing, deposits, utility costs, essential housekeeping items such as bedding, utensils or other items, and other expenses directly related to providing adequate replacement housing.

Payments shall not be made until the tenant vacates the building, except that advance payments may be made where necessary to secure replacement housing if a hardship exists. Payment may be made directly to the tenant, for housing, or for an associated service, provided the Contractor is reasonably sure that payment will be used for the purpose of obtaining adequate replacement housing.

III. PERFORMANCE MEASURES

- A. **CONTRACTOR** will track and report on the achievement of the following accomplishments during the period of this agreement.
 - ◆ 100% of eligible families and single persons will not become homeless as a result of code enforcement and will be placed in appropriate replacement housing.

IV. REPORTING REQUIREMENTS

- A. **Subcontractor Plans and Outcomes:** County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.
- B. **Quarterly Reports:** Except as provided by subsection C. below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by program areas and subcontractors; 2) client demographics by program areas and subcontractors; and 3) performance assessments by program areas and subcontractors.
- C. **Final Reports:** County shall submit a final report as its fourth-quarter report. The final report shall include:
 - 1. Year-end expenditures by subcontractor
 - 2. Year-end expenditures by type of service purchased (i.e. case management, storage fees)
 - 3. Number of individuals and families served by each subcontractor
 - 4. Client demographics including ethnicity, income level, and sex of all recipients of services.
 - 5. Performance data related to Section III

V. COMPENSATION AND METHOD OF PAYMENT

- A. The **CONTRACTOR** will be compensated for the above-described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the **CONTRACTOR** or any subcontractors with whom the **CONTRACTOR** enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, prorated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED TWELVE THOUSAND SEVEN HUNDRED FORTY-FOUR DOLLARS (\$12,744) OF CDBG FUNDS.
- D. The maximum amount available for families is \$2,000; for singles the maximum amount is \$1,000. In cases where additional moving or service costs appear to be needed, the County will request prior approval from the BHCD Project Manager.

- E. Costs for case management will be paid to Multnomah County's Department of Community and Family Services at the established rate for each participating agency plus a 10% premium for response time. The maximum billable time will be 30 hours for each family and 15 hours for single occupants.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Rachael Silverman, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

EXHIBIT G
MULTNOMAH COUNTY: CDBG FUND
HOMELESS PROGRAMS: VOUCHER PROGRAM

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Community Development Block Grant (CDBG) funds that can be used for shelter and support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee--the Housing and Community Development Commission--agree to cooperatively develop and maintain services and housing for persons who are homeless.

City CDBG funds, totaling \$18,101(\$5,580 for clearinghouse operations and \$12,521 for general emergency housing vouchers) will be used to pay for this service.

II. SCOPE OF SERVICES

County will oversee a clearinghouse operation to administer the Emergency Housing Voucher Program in accordance with the *Voucher Program Policies and Procedures* and all subsequent program instructions.

- A. The County will oversee a clearinghouse operation to administer the Emergency Housing Voucher Program in accordance with the Voucher Program Policies and Procedures and all subsequent program instructions.
- B. The County will provide housing vouchers for 23 households in the average amount of \$550 per household, with an average of two weeks length of stay per household.

III. PERFORMANCE MEASURES

- A. CONTRACTOR will track and report on the achievement of the following levels of service (outputs) during the period of this agreement:
 - ◆ The County will use City funds to provide shelter to 23 households (35 persons)
 - ◆ The County will use City funds to provide 322 nights of emergency housing
 - ◆ The County will use other funds (assuming continuing availability of FEMA) to provide 6692 nights of shelter to 478 households
 - ◆ The County will maintain a clearinghouse operation involving at least 40 agencies
- B. CONTRACTOR will track and report on the achievement of the following accomplishments during the period of this agreement.
 - ◆ 60% of all households that receive an emergency housing voucher will move to a more stable housing placement.
 - ◆ 35% of all households that receive an emergency voucher will maintain stable housing for at least six months.

IV. REPORTING REQUIREMENTS

- A. **Subcontractor Plans and Outcomes:** County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.
- B. **Quarterly Reports:** Except as provided by subsection C. below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures by program areas and subcontractors; 2) client demographics by program areas and subcontractors; and 3) performance assessments by program areas and subcontractors.
- C. **Final Reports:** County shall submit a final report as its fourth-quarter report. The final report shall include:
 - 1. Year-end expenditures by program area and subcontractors
 - 2. Year-end performance assessments by program areas and subcontractors
 - 3. Number of households and individuals served by program areas and subcontractors
 - 4. Client demographics by program area and subcontractors, including ethnicity, age, and sex of all recipients of services provided pursuant to this agreement
 - 5. Number of female-headed households.
 - 6. Performance data related to Section III.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above-described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, prorated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED EIGHTEEN THOUSAND ONE HUNDRED AND ONE DOLLARS (\$18,101) OF CDBG FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Rachael Silverman, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

EXHIBIT H
MULTNOMAH COUNTY: PILOT FUND
HOMELESS PROGRAMS: DIRECT CLIENT ASSISTANCE

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City, from time to time, has Payment in Lieu of Taxes (PILOT) funds that can be used for support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee--the Housing and Community Development Commission--agree to cooperatively develop and maintain services and housing for persons who are homeless.

Through a clearinghouse for these services \$319,473 in PILOT funds are made available.

II. SCOPE OF SERVICES

- A. Direct client assistance (deposits, rent or mortgage assistance, moving assistance, transportation assistance, etc.) linked with transitional or permanent housing which leads to or removes barriers to housing stabilization.
- B. PILOT funds may not be used for agency staff, shelter, or transitional housing, except that PILOT funds allocated to providers of domestic violence services may be used to support agency staff placing clients in transitional or permanent housing.

III. PERFORMANCE MEASURES

- A. CONTRACTOR will track and report on the achievement of the following levels of service (outputs) during the period of this agreement:
 - ◆ Serve at least 266 households with maximum allocation of \$2,000 per family with children and \$1,000 per single person household.
- B. CONTRACTOR will track and report on the achievement of the following accomplishments during the period of this agreement.
 - ◆ 50% of families will remain in stable housing six months after receiving rent assistance;
 - ◆ 50% of single individuals will remain in stable housing six months after receiving rent assistance.

IV. REPORTING REQUIREMENTS

- A. **Subcontractor Plans and Outcomes:** County will provide the City with subcontractor service plans and outcome performance goals upon execution of the annual subcontracts pursuant to this Exhibit.
- B. **Quarterly Reports:** Except as provided by subsection C. below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter.

Quarterly reports shall include: 1) expenditures by program areas and subcontractors; 2) client demographics by program areas and subcontractors; and 3) performance assessments by program areas and subcontractors.

C. Final Reports: County shall submit a final report as its fourth-quarter report. The final report shall include:

1. Year-end expenditures by program area and subcontractors
2. Year-end performance assessments by program areas and subcontractors
3. Number of households and individuals served by program areas and subcontractors
4. Client demographics by program area and subcontractors, including ethnicity, age, and sex of all recipients of services provided pursuant to this agreement
5. Performance data related to Section III

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above-described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, prorated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED THREE HUNDRED AND NINETEEN THOUSAND, FOUR HUNDRED AND SEVENTY-THREE DOLLARS (\$319,473) OF PILOT FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Rachael Silverman, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

EXHIBIT I
MULTNOMAH COUNTY: MCKINNEY FUND
HOUSING SERVICES

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Stuart B. McKinney Supportive Housing funds that can be used for shelter and support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

The City has \$39.905 of McKinney Supportive Housing Funds for this service.

II. SCOPE OF SERVICES

- A. Provide assessments of developmentally disabled individuals to determine services needed to achieve housing stability
- B. Provide access to direct one-to-one independent living assistance
- C. Work with providers of services to homeless single adults to ensure good referrals and networking.

III. PERFORMANCE MEASURES

- A. CONTRACTOR will track and report on the achievement the following activities during the period of this agreement:
 - ◆ Number and percent of individuals served who maintain stable housing during the program
 - ◆ Number and percent of individuals who remain in permanent housing 6 and 12 months following program exit
 - ◆ Number and percent of individuals who "graduate" from program
 - ◆ Number and percent of individuals who start part-time employment or an alternative to employment
 - ◆ Number and percent of individuals served who report improved access to better health and personal safety
 - ◆ Number and percent of individuals served who report improved quality of life
 - ◆ Number and percent of individuals served who participate on a tenant council or other advisory body

IV. REPORTING REQUIREMENTS

- A. **Quarterly Reports:** Except as provided by subsection C. below, County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) number of clients (unduplicated) served; 2) hours of

service provided; 3) gender and ethnic/racial data; and 4) narrative regarding points of interest or issues.

- B. **Final Reports:** County shall submit a final report as its fourth-quarter report. The final report shall include:
1. Year-end performance assessments
 2. Number of individuals served
 3. Hours of service provided
 4. Client demographics including race, ethnicity, and sex of all recipients of services
 5. Performance data related to Section III.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above-described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase nonexpendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, prorated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED THIRTY-NINE THOUSAND NINE HUNDRED AND FIVE DOLLARS (\$39,905) OF MCKINNEY SUPPORTIVE HOUSING FUNDS.

VI. CITY Project Manager

- A. The CITY Project Manager shall be Rachael Silverman, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

EXHIBIT J
MULTNOMAH COUNTY: GENERAL FUND
DOMESTIC VIOLENCE COORDINATOR

I. AUTHORITY

The provision of programs to help reduce the incidence of domestic violence is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has \$32,754 in General Funds that can be used for such efforts.

II. SCOPE OF SERVICES

County shall provide salary and overhead for 2 FTE staff to coordinate domestic violence intervention strategies in Multnomah County, including the Domestic Violence Coordinator and a program technician. Coordination occurs primarily through the Family Violence Intervention Steering Committee. Staff's major duties include:

- A. Staffing the Family Violence Intervention Steering Committee and its subcommittees.
- B. Maintain relationships between and among the major stakeholders in domestic violence reduction
- C. Assist City and County Commissioners, Departments or Bureaus in the development and implementation of domestic violence intervention policy, plans and procedures, including assistance in the development of the City's domestic violence workplan
- D. Work with community groups to address domestic violence
- E. Chair the Local Public Safety Coordinating Council Domestic Violence Working Group
- F. Coordinate efforts of all County Departments to provide screening and intervention in domestic violence for all County clients and support for county staff who are victims of domestic violence

III. PERFORMANCE MEASURES

- A. CONTRACTOR will track and report on the achievement the following activities during the period of this agreement:
 - ◆ Publication of 11 monthly updates
 - ◆ Staffing for the Family Violence Intervention Steering Committee and its subcommittees
 - ◆ Participation in Annual Domestic Violence Awareness Month Campaign (October)
 - ◆ Consultation and Coordination of the City Council's work plan on domestic violence

IV. REPORTING REQUIREMENTS

The County will provide the City with quarterly performance within forty-five (45) days from the end of each quarter. Quarterly reports shall a listing of the major tasks each project staff worked on during the quarter, and their status. The final report will also include performance data relating to Section III for the entire year.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above-described services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.
- B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, prorated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED THIRTY-TWO THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS (\$32,754) OF GENERAL FUNDS.

VI. CITY Project Manager

- A. The CITY Project Manager shall be Rachael Silverman, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

EXHIBIT K
MULTNOMAH COUNTY: COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SAFETY: GANG PROJECT

I. AUTHORITY

The provision of public safety services including outreach services to gang involved and affected youth is a major goal of the City of Portland and part of the City's Consolidated Plan. The City has Community Development Block Grant funds budgeted for such efforts. Multnomah County through its Department of Community and Family Services administers programs for gang involved and affected youth. The City and the County agree that the County will administer the contract for the provision of the outreach services.

II. SCOPE OF SERVICES

The County shall provide the following services relative to gang outreach. Community Development Block Grant funds in the amount of \$93,215 are budgeted for the services.

- A. Develop a contract with the House of Umoja based on the proposal submitted for the County's RFP# P952-43-0201.
- B. Require that the City funding benefits low-income individuals/families. This requires that income is tracked by subcontractor by census tract/block group as directed by the Bureau of Housing and Community Development in agreement with federal requirements.
- C. In coordination with the Bureau of Housing and Community Development and Multnomah County, the House of Umoja shall develop output and outcome measures, and timelines, which will be tracked and reported to the City.
- D. Require compliance with all CDBG and other pertinent federal requirements and regulations.

III. PERFORMANCE MEASURES

- A. CONTRACTOR will track and report on the achievement of the following levels of service (outputs) during the period of this agreement:

youth who receive outreach services

- B. CONTRACTOR will track and report on the achievement of the following accomplishments during the period of this agreement.

In coordination the Bureau of Housing and Community Development, Multnomah County and the House of Umoja will explore the development of measures which can effectively and efficiently track accomplishments of outreach activities.

IV. REPORTING REQUIREMENTS

- A. **Quarterly Reports.** Except as provided by subsection B, below, the County will provide the City with quarterly performance reports within forty-five (45) days from the end of each quarter. Quarterly reports shall include: 1) expenditures; 2) youth demographics, including specific numbers for the quarter and numbers accumulated for the year; and 3) performance assessment on the status of the project. The House of Umoja may submit directly to the Bureau of Housing and Community Development the income eligibility information on youth served.

B. **Final Report.** The County shall submit a final report as its fourth quarter report. The final report shall include:

1. Year-end expenditures
2. Year-end performance assessment
3. Number of youth served by the program
4. Client demographics including ethnicity, sex and income data of all recipients of services provided pursuant to this agreement.
5. Performance data related to Section III.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The City will reimburse the Contractor for expenses in accordance with the budget (Attachment K-A) upon receipt of an itemized statement of expenditures. The contractor will maintain documentation of all expenses and make such records available for inspection by the City upon request.
- B. The payments made under this Agreement shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services.
- C. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, prorated to reflect the use of said equipment by CITY-funded programs.
- D. All funds received by the CONTRACTOR, whether for actual or anticipated expenditures, must be disbursed within three (3) working days of receipt.
- E. TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED NINETY-THREE THOUSAND TWO HUNDRED FIFTEEN DOLLARS (\$93,215) OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Barbara Madigan, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

**Multnomah County
Gangs Outreach Program**

BUDGET
July 1, 1999 - June 30, 2000

Personnel

Salaries and Benefits for Outreach Workers*	\$93,215
---	----------

TOTAL CITY FUNDING	\$93,215
---------------------------	-----------------

The City funding will be used for outreach workers salaries and benefits.

EXHIBIT L
MULTNOMAH COUNTY: GENERAL FUND
EMMANUEL COMMUNITY SERVICES: INTENSIVE SUPERVISION PROGRAM

I. AUTHORITY

The City of Portland has committed to supporting coordinated efforts by youth service providers and law enforcement agencies to direct services to youth at high risk of being incarcerated. The aim of this effort is to provide intensive, appropriate services and supports to these individuals to steer them away from criminal activity and towards positive options for the future. The City has budgeted General Funds for such an effort. A portion of these funds was allocated during the FY 98 99. The remainder of these funds is available for this program to operate for the majority of FY 99/2000. Multnomah County through its Department of Community and Family Services administers programs for gang involved and affected youth. The City and the County agree that the County will administer the contract for the provision of the youth violence prevention services.

II. SCOPE OF SERVICES

- A. Develop a referral agreement with parole and probation to document that ECS is looking to accept referrals of high-risk young adults, ages 18-22, from parole and probation officers affiliated with both the juvenile and adult corrections systems. Referred youth will have the following characteristics:
- History of violent behavior
 - History of unsuccessful treatment
 - No educational involvement
 - Lack of positive adult supervision support system
 - High number of negative police contacts
 - History of unsuccessful program completion
 - History of demonstrated poor social skills
- B. Serve 12 young adults during the course of the program, with a focus on serving 5-7 youth at any given time with the understanding that youth will enter and exit the program at varying times of the year based on their individual circumstances but will require services for a minimum of six months.
- C. Establish clear criteria for participation, clear consequences for non-participation, and a participant contract, detailing these terms, that must be signed by each participant. Contract elements will pertain to:
- Being drug and alcohol free
 - Being in school and/or working
 - Being in compliance with parole/probation
 - Having no new negative police contact or arrest
 - Maintaining regular contact with program as detailed in Section IID.
- D. Operate an intensive supervision program that includes:
- Needs assessment of each referred participant
 - Working with each participant on the development of an individual treatment based on clear goals
 - Regular contact with each participant that will include daily contact by phone or face-to-face five days/week with a minimum of two contacts/week being face-to-face for all participants, with exceptions negotiated between staff and participants on a case-by-case basis assuring that participants are linked to the following services—with the assistance of local service providers, parole and probation, as necessary:

- Education and Training - Preemployment training and job placement
 - Social Skill building - Drug and alcohol assessment, education, and/or treatment
 - Mental Health screening and/or treatment
 - Actively working with participant to ensure they accept responsibility for making progress toward their goals in each program
 - Being actively engaged with education, training, and service programs to ensure they have the support and resources necessary to effectively serve these participants
 - Being actively engaged with employers to ensure participants are successful.
 - Cultivating community-based support systems and/or mentors for each of the program participants
 - Diminished monitoring for youth transitioning out of program
 - Regular evaluation of participant progress toward personal goals
- E. Convene a service team comprised of the Executive Director, Gang Specialist, Outreach Worker, Tracker, and Case Manager on a monthly basis to discuss each participant's contract status.
- F. Maintain ongoing and regular communication with parole and probation officers affiliated with both juvenile and adult corrections.
- G. Define program graduation as 85% completion of case plan, approval by probation or parole, and completion of a one-year independence plan.
- H. Perform a six-month follow-up on each young adult following graduation to determine their status relative to the contract elements.
- I. Mention the City's participation in the project in all publicity for the Intensive Supervision Program.
- J. The CONTRACTOR will maintain all records for the project, including performance; participant demographic data; and fiscal data, for a minimum of three years after termination of the contract. All records regarding the project, as well as general organizational and administrative information, will be made available to the CITY Project Manager, or other designated persons, upon request. At a minimum, records will be reviewed as part of the annual monitoring process.
- K. Any changes to the Scope of Services must be approved in writing by the CITY Project Manager.

III. PERFORMANCE MEASURES

- A. CONTRACTOR will track and report on achievement of the following levels of service (outputs) during the period of this agreement:
- ◆ 12 participants will participate during the course of the program year
 - ◆ 10 youth participants graduate
- B. CONTRACTOR will track and report on achievement of the following accomplishments (outcomes) during the period of this agreement:
- ◆ 8 young adults (75%) will remain drug & alcohol free for five consecutive months during the program

- ◆ 8 young adults (75%) will remain in school for 120 days or remain employed for 120 days during the program
- ◆ 8 young adults (75%) will remain free of parole/probation violations for five consecutive months during the program
- ◆ 8 young adults (75%) will have no new negative police contract for the duration of the program
- ◆ 4 (33%) young adults will be working actively with a positive support person in the community upon graduation
- ◆ 3 participants (25%) will be in 100% compliance with 5 of the 5 contract elements
- ◆ 4 participants (33%) will be in 100% compliance with 4 of the 5 contract elements
- ◆ 2 participants (17%) will be in 100% compliance with 3 of the 5 contract elements

IV. PERIODIC REPORTING REQUIREMENTS

- A. CONTRACTOR will submit to the Bureau of Housing & Community Development a quarterly progress report. Payment will be based on receipt of these reports. Program reports will contain

Demographic data regarding gender, age, and ethnicity using the aggregate beneficiary portion of the report form attached as "Attachment L-A"

The following information using the progress portion of the report form attached as "Attachment L-A":

- ◆ # of young adults served during the period
- ◆ # of young adults with 100% compliance with check-in expectations
- ◆ # of young adults with 80%-99% compliance with check-in expectations
- ◆ # of young adults with 60%-79% compliance with check-in expectations
- ◆ # of young adults with 40%-59% compliance with check-in expectations
- ◆ # of young adults drug & alcohol free during the period
- ◆ # of young adults free of parole/probation violations during the period
- ◆ # of young adults with no new negative police contact during the period
- ◆ # of young adults enrolled in GED training or secondary school
- ◆ # of young adults enrolled higher education or trade school.
- ◆ # of young adults employed in a job
 - # of young adults employed in full-time unsubsidized employment
 - # of young adults employed in part-time unsubsidized employment
 - # of young adults employed in temporary employment

Reports also will include a narrative description of the Intensive Supervision program including:

- information related to development of mentors and community-support systems
- relationships with parole and probation officers
- program successes, challenges, and recommended changes

- B. CONTRACTOR will submit to the Bureau of Housing & Community Development a final report using the report form--at the conclusion of the 12 month program--attached as "L-C." Payment will be based on receipt of this report. This report will contain

- ◆ Information related to the performance measures outlined in Section III
- ◆ Six-month follow-up information on each of the program graduates including:
 - ◆ # of graduates who are drug and alcohol free
 - ◆ # of graduates free of parole/probation violations during the period

- ◆ # of graduates with no new negative police contact during the period
- ◆ # of graduates enrolled in GED training or secondary school
- ◆ # of graduates enrolled in higher education or trade school.
- ◆ # of graduates employed in a full-time job
- ◆ # of graduates employed in a part-time job
- ◆ # of graduates in contact with a positive support person

Reports are due to the Bureau within 30 days of the end of the reporting period on the following date:

1st Quarter (July 1 – Sept. 30, 1999)	due Oct 30, 1999
2nd Quarter (Oct. 1 – Dec. 30, 1999)	due Jan. 30, 2000
Final Quarter (Jan. 1 – March 30, 2000)	due April 30, 2000

- B. Financial reports regarding expenditures of all dollars associated with the contract for this project according to the budget included as Attachment "L-A" will be submitted--using "Attachment L-D"--within 30 days after the end of the quarter according to the above schedule and will include:
- Program expenditures for the quarter by gross service element as well as payment summary detail by provider.
- C. All required reports must accompany the billing of each quarter in order for the billings to be paid.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above-described services through CITY General Fund. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service. Funds will be disbursed to the CONTRACTOR, per the budget attached as Attachment "L-A," for actual expenditures as follows:
1. Payments to the CONTRACTOR for eligible expenses will be made quarterly, upon submission of a statement of expenditures and performance report using the invoice form included as "Attachment J-D." Expenditures will be listed by gross service element, using the same line items as are listed in the budget, attached hereto as Attachment "L-A."
 2. The CONTRACTOR will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and contractor services. Requests for payment will be submitted to the Bureau of Housing & Community Development.
- B. Any reallocation of funds between budget line items or between programs, as shown in the attached budget, must be approved in writing by the CITY Project Manager prior to making the change.
- C. No funds under this Agreement may be used to purchase nonexpendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, prorated to reflect the use of said equipment by CITY-funded programs.

- D. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED THIRTY-SEVEN THOUSAND FIVE-HUNDRED DOLLARS (\$37,500) OF GENERAL FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Karen Belsey, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

Multnomah County
Emmanuel Community Services: Intensive Supervision Program

BUDGET
 July 1, 1999 - June 30, 2000

<u>Personnel</u>		\$18,078
	Monthly	
<i>Salary</i>	<i>\$1,666.67</i>	
<i>Benefits</i>	<i>342</i>	
<u>Client Services & Supplies</u>		9,225
<i>Client Service Funds</i>	<i>400</i>	
<i>Transportation</i>	<i>300</i>	
<i>Support Services</i>	<i>150</i>	
<i>Recreation</i>	<i>75</i>	
<i>Equipment</i>	<i>30</i>	
<i>Education/Training</i>	<i>70</i>	
Operations		4,572
<i>Occupancy</i>	<i>350</i>	
<i>Communications</i>	<i>50</i>	
<i>Printing & Postage</i>	<i>58</i>	
<i>Program Supplies</i>	<i>50</i>	
<u>Admin</u> @ 15%		<u>5,625</u>
TOTAL		\$37,500

**Emmanuel Community Services: Intensive Supervision Program
Project Report**

Section 1: AGGREGATE BENEFICIARY DATA

Reporting Period From: _____ To: _____

Individual Beneficiaries X Household Beneficiaries

(check one)

Participant Information	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Y-T-D
-------------------------	-------------	-------------	-------------	-------------	-------

1. Gender Males					
Females					
Gender Total*					

2. Ethnicity African American					
Asian					
European American					
Hispanic					
Native American					
Ethnicity Total*					

3. Age 18					
19					
20					
21					
22					
Age Total*					

(*Totals should equal one another)

Emmanuel Community Services: Intensive Supervision Program
Project Report
Section II: Performance Report

Reporting Period From: _____ To: _____

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total YTD
Outputs					
# of participants served					
# of participants with 100% compliance with check-in expectations					
# of participants with 80%-99% compliance with check-in expectations					
# of participants with 60%-79% compliance with check-in expectations					
# of participants with 40%-59% compliance with check-in expectations					
# of participants alcohol & drug free during period					
# of participants free of parole/probation violations during period					
# of participants with no new negative police contact during period					
# of participants enrolled in GED training, or secondary school					
# of participants enrolled in higher education or trade school					
# of participants employed					
# of participants employed in full-time, unsubsidized employment					
# of participants employed in part-time, unsubsidized employment					
# of participants employed in temporary jobs					

Progress Narrative: Please detail the following:

- information related to mentor program
- relationships with parole and probation officers
- program successes, challenges, and recommended changes
- as appropriate, participant termination summaries

**Emmanuel Community Services: Intensive Supervision Program
Project Report
FINAL REPORT**

	Actual	Goal
Outputs		
# of young adults served		12
Outcomes		
# of graduates		10
# of participants remaining drug and alcohol free for five consecutive months		8 (75%)
# of participants remaining in school for 120 days or employed for 120 days		8 (75%)
# of participants remaining free of parole/probation violations for five consecutive months		8 (75%)
# of participants with no new negative police contact for the duration of the program		8 (75%)
# of participants actively working with a positive support person upon leaving the program		4
# of participants in 100% compliance with five of the five contract elements		3
# of participants in 100% compliance with four of the five contract elements		4
# of participants in 100% compliance with three of the five contract elements		2
Graduate Information		
# of graduates who are alcohol and drug free at 6 month follow-up		
# of graduates who are free of parole and probation violations at 6 month follow-up		
# of graduates who have had no new negative police contact at 6 month follow-up		
# of graduates enrolled in GED training or secondary schooling		
# of graduates enrolled in higher education or trade school		
# of graduates employed in a full-time job		
# of graduates employed in a part-time job		
# of graduates in contact with a positive support system		

MULTNOMAH COUNTY
REQUEST FOR PAYMENT*

Project Name: Emmanuel Community Services: Intensive Supervision Program Request # _____

Project Sponsor: _____

Billing Period: _____

Budget Category	Contracted Budget	Amount This Bill	Amount Billed to Date	Balance
Personnel	\$18,078			
Client Services	\$ 9,225			
Operations	\$ 4,572			
Admin	\$ 5,625			
TOTAL				

In addition, please provide the billing detail identified on the following pages

Total Amount Requested _____

Prepared By _____ Phone # _____

Approved By _____

*NOTE: Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature.

EXHIBIT M
MULTNOMAH COUNTY: GENERAL FUND
OREGON COUNCIL FOR HISPANIC ADVANCEMENT
LISTOS LEARNING CENTER

I. AUTHORITY

The City of Portland has committed to supporting coordinated efforts by youth service providers and law enforcement agencies to direct services to youth at high risk of being incarcerated. The aim of this effort is to provide intensive, appropriate services and supports to these individuals to steer them away from criminal activity and towards positive options for the future. The City has budgeted General Funds for such an effort. Multnomah County through its Department of Community and Family Services administers programs for gang involved and affected youth. The City and the County agree that the County will administer the contract for the provision of the youth violence prevention services.

II. SCOPE OF SERVICES

- A. Accept walk-ins as well as referrals of high-risk youth, ages 15-21, from parole and probation staff affiliated with both the juvenile and the adult corrections system
- B. Assess participants to determine needs and develop an individual service plan based on clear goals.
- C. Operate year round, Monday through Thursday, with summer services taking place between the hours of 5-9 p.m. and school year services occurring 9 a.m.-9 p.m.
- D. Operate an alternative learning center that provides the following:
 - 8-10 hours/week/student of educational instruction that includes first language literacy, English as a second language, GED preparation, and computer instruction.
 - Preemployment training that includes a career interest survey, career area research projects, resume writing, interview skills, job search assistance, job readiness training and project-based learning.
 - Job placement and retention services.
 - Case management and advocacy.
 - Cultural activities including art projects with local artists, walking tours of local galleries, and presentations on Latino culture and history
 - Life skills training that addresses issues related to leadership, gang violence prevention, personal finance, pregnancy and STD prevention, parenting skills, communication, and conflict resolution.
 - Four hours of YMCA coordinated health and fitness activities each week
 - Exposure to higher/continuing education
 - Ongoing visits from law enforcement to cultivate positive relationships between officers and youth
 - Computers and books available for drop-in use
- E. Coordinate three recreational weekend outings outside of the urban area during the course of the year.
- F. Maintain ongoing and regular communication with appropriate law enforcement and juvenile justice personnel.

- G. Mention the City's participation in the project in all publicity for the Learning Center.
- H. The CONTRACTOR will maintain all records for the project, including performance; participant demographic data; and fiscal data, for a minimum of three years after termination of the contract. All records regarding the project, as well as general organizational and administrative information, will be made available to the CITY Project Manager, or other designated persons, upon request. At a minimum, records will be reviewed as part of the annual monitoring process.
- I. Any changes to the Scope of Services must be approved in writing by the CITY Project Manager.

III. PERFORMANCE MEASURES

- A. CONTRACTOR will track and report on achievement of the following levels of service (outputs) during the period of this agreement:
 - ◆ 12 youth will participate in the program within the course of the year
 - 6 youth will enter through walk-in/self-referral
 - 6 youth will be referred through parole/probation staff
 - ◆ 12 youth will receive intensive case management services
 - ◆ 12 youth will participate in preemployment training
 - ◆ 12 youth will participate in arts/cultural activities
 - ◆ 12 youth will participate in life-skills classes
- B. CONTRACTOR will track and report on achievement of the following accomplishments (outcomes) during the period of this agreement:
 - ◆ 8 youth will successfully complete preemployment training
 - ◆ 8 youth will successfully complete life-skills training
 - ◆ 9 youth will either advance one or more grade level in math, reading and writing, or ESL
 - OR
 - complete 1-4 GED tests
 - OR
 - acquire their GED
 - ◆ 9 youth will receive a YMCA certificate of health and fitness
 - ◆ 9 youth will either
 - Obtain employment
 - OR
 - Enter post-secondary education after GED attainment
 - ◆ 65% of those who enter employment will be retained at 13 weeks
 - ◆ 9 youth will not become involved with the juvenile justice system or reoffend if previously court involved.

IV. PERIODIC REPORTING REQUIREMENTS

- A. CONTRACTOR will submit to the Bureau of Housing & Community Development a progress report including information related to participant demographics and to identified performance measures at the end of each quarter. Payment will be based on receipt of these reports. Program reports will contain

Demographic data regarding gender and ethnicity using the aggregate beneficiary portion of the report form attached as "Attachment M-B."

Performance data related to Section II as well as the following information using the progress portion of the report form attached as "Attachment M-B."

- ◆ Participant attendance rate.
- ◆ # of youth placed in a job.
 - # of youth placed in full-time employment
 - # of youth placed in part-time employment
 - # of youth placed in temporary employment

Reports also will include a narrative description of the Learning Center program including:

- special program components
- relationships with parole and probation officers
- program successes, challenges, and recommended changes

Reports are due to the Bureau within 30 days of the end of the reporting period (with the exception of the final quarter when reports are due within 20 days of the end of the reporting period) on the following dates:

1st Quarter -	October 30, 1999
2nd Quarter -	January 30, 2000
3rd Quarter -	April 30, 2000
4th Quarter -	July 20, 2000

- B. Financial reports regarding expenditures of all dollars associated with the contract for this project according to the budget included as "Attachment M-A" will be submitted--using "Attachment M-C"--within 30 days after the end of the quarter according to the above schedule and will include:
Program expenditures for the quarter by gross service element as well as payment summary detail by provider.
- C. All required reports must accompany the billing of each quarter in order for the billings to be paid.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above-described services through CITY General Fund. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service. Funds will be disbursed to the CONTRACTOR, per the budget attached as "Attachment M-A," for actual expenditures as follows:
1. Payments to the CONTRACTOR for eligible expenses will be made quarterly, upon submission of a statement of expenditures and performance report using the invoice form included as "Attachment M-C." Expenditures will be listed by gross service element, using the same line items as are listed in the budget, attached hereto as "Attachment M-A."
 2. The CONTRACTOR will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and contractor services. Requests for payment will be submitted to the Bureau of Housing & Community Development.

- B. Any reallocation of funds between budget line items or between programs, as shown in the attached budget, must be approved in writing by the CITY Project Manager prior to making the change.
- C. No funds under this Agreement may be used to purchase nonexpendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, prorated to reflect the use of said equipment by CITY-funded programs.
- D. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED TWENTY-FOUR THOUSAND DOLLARS (\$24,000) OF GENERAL FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Karen Belsey, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

**Multnomah County
OCHA LISTOS Learning Center**

BUDGET
July 1, 1999 - June 30, 2000

<u>Personnel</u>	\$16,889
<u>Operations</u>	4,930
<u>Indirect @ 10%</u>	<u>2,181</u>
TOTAL	\$24,000

OCHA LISTOS Learning Center

Project Report

Section 1: AGGREGATE BENEFICIARY DATA

Reporting Period From: _____ To: _____

Individual Beneficiaries X Household Beneficiaries

(check one)

Participant Information	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Y-T-D
-------------------------	-------------	-------------	-------------	-------------	-------

1. Gender Males					
Females					
Gender Total*					

2. Ethnicity African American					
Asian					
European American					
Hispanic					
Native American					
Ethnicity Total*					

3. Age 15-16					
17-18					
19-20					
21+					
Age Total*					

(*Totals should equal one another)

OCHA LISTOS Learning Center

Project Report
Section II: Performance Report

Reporting Period **From:** _____ **To:** _____

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total YTD	Total Goal
Outputs						
# of youth served						12
# of youth entering by walk-in/self referral						6
# of youth referred through parole/probation staff						6
# of youth receiving intensive case management services						12
# of youth participating in pre-employment training						12
# of youth participating in arts/cultural activities						12
# of youth participating in life skills classes						12
Participant attendance rate						
Outcomes						
# of youth successfully completing preemployment training						8
# of youth successfully completing life skills training						8
# of youth making significant educational advancement (see Section III.B)						9
# of youth receiving a certificate of health & fitness						9
# of youth either obtaining employment or entering post-secondary education						9

# of youth placed in full-time, unsubsidized employment						
# of youth placed in part-time unsubsidized employment						
# of youth placed in temporary jobs						
% of youth retaining employment at 13 weeks						65%
# of youth remaining free of parole and/or probation violations						9

Progress Narrative: Please detail the following:

- special program components
- relationships with parole and probation officers
- program successes, challenges, and recommended changes

MULTNOMAH COUNTY
REQUEST FOR PAYMENT*

Project Name: OCHA LISTOS Learning Center Request For Payment # _____

Project Sponsor: _____
 Billing Period: _____

Budget Category	Contracted Budget	Amount This Bill	Amount Billed to Date	Balance
Personnel	\$16,889			
Operations	4,930			
Admin.	2,181			
TOTAL	\$24,000			

In addition, please provide the billing detail identified on the following pages

Total Amount Requested _____

Prepared By _____ Phone # _____

Approved By _____

*NOTE: Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature.

EXHIBIT N
MULTNOMAH COUNTY: GENERAL FUND
YOUTH EMPLOYMENT AND EMPOWERMENT PROGRAM (YEPP)

I. AUTHORITY

The City of Portland has committed to participating in a coalition of business, nonprofit service agencies, and government entities that are working together to provide and coordinate services to young people involved in or affected by gangs. The goal of this coalition is to provide gang-impacted youth with career based employment opportunities. The coalition has designated Multnomah County to coordinate and provide service to this population through contracts with the Youth Employment and Empowerment Coalition (YEEC) and a number of community-based agencies. Funding is provided by the City of Portland and Multnomah County.

II. SCOPE OF SERVICES

- A. CONTRACTOR will oversee the delivery of YEEC services to be performed by designated subcontractors.
- B. The County will contract with agencies of the Youth Employment and Empowerment Coalition. While it is understood that these agencies may change during the course of the year based upon performance, at the outset of the contract year, agencies include:

Portland Opportunities Industrialization Center
Emmanuel Community General Services
International Refugee Center of Oregon
Open Meadow Learning Center
Portland House of Umoja

- C. The County will oversee contractual processes while subcontracting with the Portland House of Umoja to act as the authorized YEEC umbrella agency to provide project coordination.
- D. The County will waive all administrative costs associated with this project.
- E. The target population (eligibility criteria) served through this project includes:
1. Gang-impacted youth as defined by one or more of the following criteria:
 - Adjudicated and/or diverted for a crime with or against other gang members
 - Is on a gang parole/probation unit caseload
 - Identified by law officer as gang impacted
 - Known as a gang member by a case manager or has been a gang member
 - Sells or has sold drugs in an area police identified as gang territory
 - Juvenile Justice involved (arrested for nonstatutory offense, adjudicated or in a diversion program
 - Boyfriend/girlfriend of an adjudicated gang member
 - Involved in persistent and escalating criminal activities
 - Has household member who meets first two criteria
 2. Ages 16 and older;
 3. Males and females.

- F. The services targeted at this population may include, but are not limited to, the following:
1. Preemployment Training: Needs assessment, resume preparation, application writing, interviewing, career exploration, employment requirements (Social Security number, photo ID, Work Permits, alcohol & drug assessment and screening, Birth Certificate).
 2. Job Readiness Skills/Work Maturity Training: Teaching importance of positive attitudes and behaviors, being consistently punctual, maintaining regular attendance, presenting appropriate appearance, exhibiting good interpersonal relations, completing tasks effectively and in a timely manner, giving attention to instructions from supervisors, giving meaningful feedback to supervisor.
 3. Job Development and Placement Assistance: Identification of employers interested in hiring YEEC youth, information sharing with coalition partners regarding available jobs, coordinating employer trainings and workshops.
 4. Job Site Monitoring: Consultation and mediation with the employer and the youth to resolve difficulties, individual and group conferences to improve workplace attitude, support for the youth and employer to maintain a positive employment situation.
- G. These services will be provided through a collaborative effort of participating agencies. The service delivery model will include the following elements:
1. Intake
 - a) Multiple entry points for youth. All agencies participating in the Coalition will refer and serve youth.
 - b) Youth will be assessed for current level of academic functioning and employability. A common assessment process will be used by all providers for both the reading and nonreading client.
 - c) Agencies will conduct a uniform intake and collect common client information.
 - d) Agencies will insure that youth have any essential employer required information.
 2. Preemployment Training
 - a) Each participating agency is responsible for providing standardized Pre-Employment Training
 - B) The Youth Employment and Empowerment Coalition (YEEC) Job Development Specialist will provide preemployment testing and certification.
 - b) Youth will be evaluated for work maturity skills. Youth who have acquired work maturity skills and the accepted levels will be referred for a job placement interview. Youth who have not acquired work maturity skills will remain in extended preemployment training and referred for other services as deemed necessary.
 3. Job Placement and Job-Site Monitoring
 - a) The YEEC Job Development Specialist will act as the single point of contact for job referrals. This individual will accept all job referrals, bring them to the coalition agencies participating in the project and coordinate the assignment of job referrals for interviews. Participating agencies will meet regularly to coordinate referrals to ensure a timely response to employers.

- b) The participating coalition agencies will refer a pool of applicants to the employers for jobs.
 - c) Once a youth is hired, the participating agencies will provide job site monitoring services. The agencies will have regular contact with the youth and the employer and act as a resource to assist in resolving difficult situations. The agency will continue to provide support to insure a positive experience for the youth and the employer as long as needed.
 - H. Services funded by the CITY must result in demonstrable outcomes that contribute to the attainment and retention of unsubsidized jobs.
 - I. The CONTRACTOR will provide participating agencies with a base administrative allowance as well as with fee-for-service outcome payments. Outcome payments will be made for youth placed in jobs as well as youth retained in jobs at the 60, 90, and 120 days. Payments are not provided for youth placed in subsidized jobs.
 - J. Though some CONTRACTOR programs are focused on serving specific populations, no applicant may be denied access to any CITY-funded program, whether run directly by the CONTRACTOR or through a subcontractor, due to race or gender.
 - K. The CONTRACTOR will include mention of the CITY's participation in this project, through the Bureau of Housing & Community Development, in all publicity to local media.
 - L. The CONTRACTOR will maintain all records for the project, including performance; client eligibility; ethnic, gender, residence zip code and age data; and fiscal data, for a minimum of three years after termination of the contract. All records regarding the project, as well as general organizational and administrative information, will be made available to the CITY Project Manager, or other designated persons, upon request. At a minimum, records will be reviewed as part of the annual monitoring process.
- Additionally, the CONTRACTOR will require all subcontractors to maintain similar records and make them available, upon request, to the CITY Project Manager, or other designated persons. Records of subcontractors will also be reviewed as part of the annual monitoring process.
- M. All staff positions paid for with CITY funds, whether employees of CONTRACTOR or any subcontractor, are required to maintain time records indicating the number of hours worked on CITY-funded projects.
 - N. Any changes to the Scope of Services must be approved in writing by the CITY Project Manager.

III. PERFORMANCE MEASURES

- A. CONTRACTOR will track and report on achievement of the following levels of service (outputs) during the period of this agreement:
 - ◆ 102 gang-impacted youth will be served. (This includes carryover youth from FY98/99)
 - ◆ 41 new youth who receive YEEP services will successfully complete the pre-

employment training (PET). In addition, 46 carry-over youth first served in FY 98/99 will have successfully completed PET

B. CONTRACTOR will track and report on achievement of the following accomplishments (outcomes) during the period of this agreement:

- ◆ 60 youth will be placed in jobs
- ◆ A minimum of 27 youth will be placed in full-time, unsubsidized jobs
- ◆ A maximum of 33 youth will be placed in part-time, unsubsidized jobs
- ◆ During this year, 44 youth served will reach their 60-day successful employment benchmark
- ◆ During this year, 43 youth served will reach their 90-day successful employment benchmark
- ◆ During this year, 42 youth served will reach their 120-day successful employment benchmark

YOUTH EMPLOYMENT AND EMPOWERMENT PROGRAM (YEEP)	
PERFORMANCE GOALS	
YEEP will serve a minimum of 102 gang-impacted youth.	
A minimum of 41 new youth who receive YEEP services will graduate from the preemployment (PET) curriculum. In addition, 46 carry-over youth first served in FY 98/99 will have successfully completed PET.	
OUTCOME GOALS	
60 youth will be placed in jobs.	
A minimum of 27 youth will be placed in full-time, unsubsidized jobs.	
A maximum of 33 youth will be placed in part-time, unsubsidized jobs.	
During this year, 44 youth served will reach their 60-day successful employment benchmark	
During this year, 43 youth served will reach their 90-day successful employment benchmark	
During this year, 42 youth served will reach their 120-day successful employment benchmark	

IV. PERIODIC REPORTING REQUIREMENTS

A. CONTRACTOR will submit to the Bureau of Housing & Community Development a progress report including information related to participant demographics and to identified performance measures at the end of each quarter. Payment will be based on receipt of these reports. Program reports will contain

Demographic data regarding gender and ethnicity using the aggregate beneficiary portion of the report form attached as "Attachment N-B."

Performance data related to Section II as well as information regarding the number of carry over youth from the previous fiscal year served using the progress portion of the report form attached as "Attachment N-B."

Participant names and dates of birth using the report form attached as "Attachment N-C" and referenced in Section II.I.

Reports also will include a narrative description of the YEEP program including:

- A list of current coalition service providers
- Special activities or accomplishments
- Developing relations with employers
- Challenges and lessons learned
- Future changes including changes in service providers, services. etc.

Reports are due to the Bureau within 30 days of the end of the reporting period (with the exception of the final quarter when reports are due within 20 days of the end of the reporting period) on the following dates:

1st Quarter -	October 30, 1999
2nd Quarter -	January 30, 2000
3rd Quarter -	April 30, 2000
4th Quarter -	July 20, 2000

- B. Financial reports regarding expenditures of all dollars associated with the contract for this project according to the budget included as Attachment "M-A" will be submitted--using "Attachment N-C" within 30 days after the end of the quarter according to the above schedule and will include:

Program expenditures for the quarter by gross service element as well as payment summary detail by provider.

- C. All required reports must accompany the billing of each quarter in order for the billings to be paid.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR will be compensated for the above-described services through CITY General Fund. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service. Funds will be disbursed to the CONTRACTOR, per the budget attached as Attachment "N-A," for actual expenditures as follows:

1. Payments to the CONTRACTOR for eligible expenses will be made quarterly, upon submission of a statement of expenditures and performance report using the invoice form included as "Attachment N-C." Expenditures will be listed by gross service element, using the same line items as are listed in the budget, attached hereto as Attachment "N-A."

2. The CONTRACTOR will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and contractor services. Requests for payment will be submitted to the Bureau of Housing & Community Development.
- B. Any reallocation of funds between budget line items or between programs, as shown in the attached budget, must be approved in writing by the CITY Project Manager prior to making the change.

No funds under this Agreement may be used to purchase nonexpendable personal property or equipment, either by the CONTRACTOR or any subcontractors with whom the CONTRACTOR enters into agreements without prior written permission from the CITY Project Manager. Funds may be used to pay for lease or rental costs of equipment, prorated to reflect the use of said equipment by CITY-funded programs.
- D. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED TWO HUNDRED THOUSAND FOUR HUNDRED AND THIRTY DOLLARS (\$200,430) OF GENERAL FUNDS.

VI. CITY PROJECT MANAGER

- A. The CITY Project Manager shall be Karen Belsey, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

ATTACHMENT N-A

**Multnomah County
Youth Employment and Empowerment Program**

BUDGET
July 1, 1999 - June 30, 2000

Administration:		\$50,280
	<i>5 agencies x 12 months x \$838/month</i>	
Outcome Payments:		\$56,125
	<i>60 placements @ \$216/placement =</i>	<i>\$12,960</i>
	<i>44 youth @ \$505/60 day retention =</i>	<i>\$22,220</i>
	<i>43 youth @ \$216/90 day retention =</i>	<i>\$ 9,288</i>
	<i>42 youth @ \$170/120 day retention =</i>	<i>\$ 7,140</i>
	<i>Additional incentives</i>	<i>\$ 4,517</i>
Job Developer		\$50,550
YEEC Coordination		\$33,365
Alcohol & Drug Treatment		<u>\$10,110</u>
	TOTAL	\$200,430

Youth Employment and Empowerment Program

Project Report

Section 1: AGGREGATE BENEFICIARY DATA

Reporting Period From: _____ To: _____

Individual Beneficiaries <u> X </u>	Household Beneficiaries <u> </u>
---------------------------------------	-------------------------------------

(check one)

Participant Information	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Y-T-D
-------------------------	-------------	-------------	-------------	-------------	-------

1. Gender Males					
Females					
Gender Total*					

2. Ethnicity African American					
Asian					
European American					
Hispanic					
Native American					
Ethnicity Total*					

(*Totals should equal one another)

Youth Employment and Empowerment Program**Project Report
Section II: Performance Report****Reporting Period** From: _____ To: _____

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total YTD	Total Goal
Outputs						
# of gang impacted youth served each quarter						102
# of carry over youth from previous fiscal year served each quarter						
# of youth to successfully complete the preemployment training (PET).						41 (46 carry over)
Outcomes						
# of youth placed in jobs						62
# of youth placed in full time unsubsidized jobs						27
# of youth placed in part time unsubsidized jobs						33
# youth that reach their 60-day successful employment benchmark						44
# youth that reach their 90-day successful employment benchmark						43
# youth that reach their 120-day successful employment benchmark						42

Progress Narrative: Please detail the following: A list of current coalition service providers; special program activities or accomplishments; program challenges and lessons learned; future changes, including changes in service providers, services, etc.

MULTNOMAH COUNTY
REQUEST FOR PAYMENT*

Project Name: Youth Employment and Empowerment Program Request For Payment # _____
 Project Sponsor: _____

Billing Period: _____

Budget Category	Contracted Budget	Amount This Bill	Amount Billed to Date	Balance
Administration	\$ 50,280			
Outcome Payments	56,125			
Job Developer	50,550			
Alcohol & Drug Treatment	10,110			
YEEC Coordination	33,365			
TOTAL	\$200,430			

In addition, please provide billing detail.

Total Amount Requested _____

Prepared By _____ Phone # _____

Approved By _____

*NOTE: Please reproduce this form on agency letterhead or submit a cover letter to this invoice that includes total requested and authorizing signature.

EXHIBIT O
MULTNOMAH COUNTY: HOME FUNDS
RENTAL HOUSING PROGRAM DELIVERY
HOME INVESTMENT PARTNERSHIP PROGRAM

I. AUTHORITY

The Portland HOME Consortium is the recipient of funding under the U.S. Department of Housing and Urban Development HOME Investment Partnership Program (authorized by Public Law 101-625, Title II, November 26, 1990) for the development of affordable housing for low and moderate income households. Multnomah County (Contractor) is a member of the Portland HOME Consortium as a signatory of the Consortium Agreement (Agreement Number 50903), dated July 24, 1997. The City of Portland is the lead agency for the Consortium, and as such is responsible for applying for, and receiving and managing HOME grant funds. Under the terms of the Consortium Agreement, a portion of the HOME grant is attributable to Multnomah County's participation in the Consortium, and Multnomah County is entitled to plan for the expenditure of such funds. Through the Multnomah County budget process they have determined how to allocate funds and assigned implementing agencies.

The Budget (Attachment O -A) provides detail regarding Multnomah County's HOME allocation from the Consortium for FY 1999-00. There is a total of \$239,456 available for Multnomah County in new FY 99-00 HOME funds. In FY 1999-00 Multnomah County will implement a portion of the HOME Program in the amount of \$411,593 comprised of \$8,882 in FY 99 administrative funding for program costs associated with program delivery, \$190,711 for funding HOME-eligible projects to be selected by Multnomah County during the fiscal year, and \$212,000 in HOME funds allocated to the City of Gresham that Gresham directed the City of Portland to allocate through this contract to fund the development of the Alpha Apartments. The terms of Multnomah County's administration of the City of Gresham contribution to the development of the Alpha Apartments and the division of labor between the two jurisdictions for that project will be set out in a separate agreement between the two jurisdictions.

The balance of Multnomah County's FY 1999-00 HOME allocation has been or will be administered by the City of Portland or contracted to other implementing agencies for rental housing projects, CHDO Operating Support to Human Solutions, Inc., the City's HOME administrative expenses, a Tenant-Based Rental Assistance Program administered by the Housing Authority of Portland. The City will provide periodic updates regarding the status of Multnomah County's HOME commitments and expenditures.

Unexpended HOME funding allocated to Multnomah County in Agreements covering prior fiscal years may be allocated by a future amendment to this Agreement.

II. SCOPE OF SERVICES

The Contractor has committed or will commit its allocation of HOME funds to eligible projects and activities administered by various implementing agencies.

Funds provided directly to Multnomah County under this Agreement will support staff and operating costs associated with program delivery and administration of Multnomah County's HOME program activities.

III. REPORTING REQUIREMENTS

The Contractor shall provide such reports and other information as may be required by the City from time to time. These reports shall be in the format and meet the timelines determined by the City. Reports or other information may be required as necessary for the City to track compliance with all federal regulations of the HOME Program, to provide required information to the U.S. Department of Housing and Urban Development, and to make such internal reports as may be required by the City.

IV. COMPENSATION AND METHOD OF PAYMENT

- A. The City will pay the Contractor for actual or anticipated expenses in accordance with the Budget (Attachment O-A), upon submission of an itemized statement of expenditures.
- B. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED FOUR HUNDRED ELEVEN THOUSAND, FIVE HUNDRED AND NINETY-THREE DOLLARS (\$411,593) OF HOME FUNDS.

V. CITY PROJECT MANAGER

- A. The City Project Manager shall be Andy Miller or such other person as may be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The City Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

VI. HOME INVESTMENT PARTNERSHIP PROGRAM REQUIREMENTS

- A. HOME Investment Partnership Regulations

All activities under this Agreement are subject to the regulations governing the HOME Investment Partnership Program contained in 24 CFR 92 and such notices, circulars and other materials as may be issued by the U.S. Department of Housing and Urban Development. These regulations are incorporated by reference in this Agreement. The Contractor is responsible for compliance with all such regulations.

A variety of cross-cutting regulations referred to in the HOME regulations contained at 24 CFR 92 will apply to this Agreement. These include, but are not limited to, Davis-Bacon, Uniform Real Property Acquisition and Relocation Act, Environmental Review, Flood Insurance, Lead-based Paint, Debarment and Suspension, etc. These regulations are incorporated by reference in this Agreement. The Contractor is responsible and shall comply with all such applicable regulations.

All program income generated from HOME-funded activities will be returned by the Contractor to the Local HOME Account maintained by the City. Program income will be reprogrammed for eligible activities under the HOME Program as determined by the City.

Definitions

Integrated Disbursement and Information System (IDIS): The system for managing disbursement of funds in the HOME Program.

Community Housing Development Organization (CHDO): A community-based, nonprofit housing organization as defined at 24 CFR 92.2.

Period of Affordability: The length of time that HUD tenant guidelines, rent affordability, Housing Quality Standards and other compliance regulations apply to a particular project. The period of affordability will vary based on the HOME activity and the amount of subsidy provided to the project per 24 CFR Part 92.252.

- B. Under the terms of the HOME Consortium Agreement (Agreement # 50903), dated July 24, 1997, the City of Portland retains the authority to amend this Agreement for failure of the Contractor in performing this Agreement to meet any of the obligations imposed on it as a member of the Portland HOME Consortium.
- C. The Contractor will be responsible for performing all actions necessary to comply with the environmental review requirements contained in 24 CFR 92.633. The Contractor may not commit any HOME funds to projects nor allow any activities that would have an adverse environmental impact or limit the choice of reasonable alternatives until the environmental review requirements contained in 24 CFR 92.633 and 24 CFR Part 58 have been met. The Contractor will be responsible for preparing all review documents and publishing all required public notices on behalf of the City and shall identify the City to receive any public comments. The City is the Certifying Officer for purposes of these requirements. The City will process all necessary Requests for Release of Funds (RROF). When the RROF has been approved by HUD, the City will notify the Contractor that funds may be committed to the project. All review documentation, correspondence, public notices and other documents pertaining to environmental review shall be maintained by the City.
- D. Funds under this Agreement must be obligated, committed and expended in the IDIS System according to the timelines described in the HOME regulations.
- E. **Monitoring for Regulatory Compliance**
 - 1. The Contractor will be responsible for assuring that all projects developed under this Agreement are monitored for compliance with HOME regulations contained in 24 CFR 92 including all other applicable federal regulations such as Davis-Bacon, Lead Based Paint, etc.
 - 2. The Contractor shall assure that each HOME funded project is monitored throughout the predevelopment, development and rent-up phases to insure that the project initially complies with the HOME and all other applicable federal regulations. No less than 90 percent of rental units developed under this Agreement must be occupied by households whose annual incomes are at or below 60% of the area median income at initial occupancy. The remaining units must be occupied by households at or below 80% of area median income.

3. The Contractor shall also be responsible for assuring ongoing monitoring during the period of affordability for each project. This monitoring shall include required housing quality inspections, compliance with rent guidelines, and income verification of tenants, as well as any other periodic monitoring requirement under the HOME regulations. The Contractor shall allow for inspection or provide copies of reports of monitoring findings to the City as requested by the City.
4. If at any time during the period of affordability a project is found by HUD not to qualify as affordable housing, the Contractor will be responsible for repaying such funds to the City subject to first pursuing corrective and remedial actions and sanctions authorized at 24 CFR 92.551 and 552.

MULTNOMAH COUNTY FY 1999-2000 HOME BUDGET

HOME BUDGET, 1999-2000

Entitlement total: \$4,276,000.00

Jurisdiction	Pro-rata		Portland	TBRA	TBRA	Available	5%	Program
	Share	Share Total	Admin ¹	Program ²	Admin ³	Admin under cap ⁴	C-HDO Operating Support	
Portland	86.3%	\$3,690,188	\$182,002	\$197,670	\$50,135	\$0	\$184,509	\$3,075,872
Gresham	8.1%	\$346,356	\$17,082	\$18,553	\$0	\$17,553	\$17,318	\$63,850
Mult Co.	5.6%	\$239,456	\$11,810	\$12,827	\$3,253	\$8,882	\$11,973	\$402,711
TOTAL	100.0%	\$4,276,000	\$210,894	\$229,050	\$58,094	\$0	\$213,800	\$3,542,432

Notes:

¹ Portland Admin total represents the actual cost of program delivery.

² TBRA received a 1.8% COLA from previous year's allocation

³ Gresham will contribute \$4,706 share of TBRA Admin from its CDBG allocation. Total TBRA Admin is 1.8% COLA a

⁴ \$4,706 from TBRA admin replaced by CDBG funding available for Gresham HOME Admin.

⁵ \$212,000 in Gresham program funding to be administered by Multnomah County for Alpha Apartments development, a joint project between the jurisdictions

AGENDA NO: C-2
ESTIMATED START TIME: 9:30

AGENDA PLACEMENT FORM

Requested By: _____ *Amount of Time Needed:* _____

Date Requested: _____ *Next Available*
Amount of Time Needed: _____ *Consent*

DIVISION: Community and Family Services
TELEPHONE: 248-3691
BLDG/ROOM: B166/7th

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Approval of the Intergovernmental Agreement with the U.S. Department of Labor for Administration of Urban/Rural Opportunities Grant Funds.

SIGNATURES REQUIRED:

SIGNATURES REQUIRED.
11/9/99 ORIGINALS TO REGINA WARREN

ELECTED OFFICIAL: _____

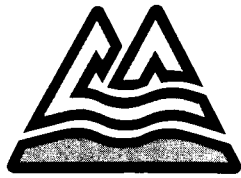
OR

DEPARTMENT MANAGER: Lorenzo Poe msa

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

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MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
OFFICE OF THE DIRECTOR
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379 TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

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

DATE: October 7, 1999 *Lorenzo Poe mls*
TO: Board of County Commissioners

SUBJECT: FY1999-2000 Intergovernmental Agreement between the Department of Labor and
Department of Community and Family Services

- I. **Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioners approval of the Intergovernmental Agreement #9910363, Amendment #1 with the Department of Labor, effective October 1, 1999 through September 30, 2000.
- II. **Background/Analysis:** The Department of Community and Family Services received an extension to the current Urban/Rural Opportunities Grant (UROG) fund for Empowerment & Enterprise Communities from the Department of Labor/Employment and Training Administration (see attached). The original Intergovernmental Agreement was effective beginning September 30, 1998 through September 29, 1999. This Intergovernmental Agreement extends the period of performance beginning October 1, 1999 to September 30, 2000. Total grant award is increased by \$404,996 from \$539,995 to \$944,991.
- III. **Financial Impact:** Multnomah County Department of Community and Family Services will receive \$21,002 of the total grant award for fiscal and program oversight.
- IV. **Legal Issues:** None.
- V. **Controversial Issues:** None.
- VI. **Link to Current County Policies:** The Urban/Rural Opportunities Grant-School to-Work activities relate to County Urgent Benchmark: Increase high school completion or an equivalent program.
- VII. **Citizen Participation:** The Portland/Multnomah Enterprise Community Commission is involved in reviewing these services.
- VIII. **Other Government Participation:** The Intergovernmental Agreement demonstrates cooperation and coordination in planning and implementation of School-to-Work activities for students who attend alternative schools in the Enterprise Community.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM
(See Administrative Procedure CON-1)

Contract #: **9910363**

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Amendment #: **1**

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center; font-weight: bold;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-2</u> DATE <u>11/4/99</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: <u>Community and Family Services</u>	Division: <u>Community Programs and Partnerships</u>	Date: <u>October 7, 1999</u>
Originator: <u>Regena Warren</u>	Phone: <u>x 28134</u>	Bldg/Rm: <u>166/7</u>
Contact: <u>Regena Warren</u>	Phone: <u>x 28134</u>	Bldg/Rm: <u>166/7</u>

Description of Contract: This **Intergovernmental Agreement** is with the **U.S. Department of Labor** for administration of **Urban/Rural Opportunities Grant funds**. Funds were increased by \$404,996 from \$539,995 to \$944,991 through September 30, 2000.

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S): _____	
RFP/BID: _____	RFP/BID DATE: _____	
EXEMPTION _____	EXEMPTION EXPIRATION _____	ORS/AR _____
#/DATE: _____	DATE: <u>6/30/99</u>	#: _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)		

Contractor <u>U.S. Department of Labor</u> Address <u>Employment and Training Administration</u> <u>200 Constitution Avenue, N.W.</u> <u>Washington, D.C. 20210</u> Phone <u>(202) 219-8764</u>	Remittance Address _____ (If different) _____
Employer ID# or SS# _____ Effective Date <u>October 1, 1999</u> Termination Date <u>September 30, 2000</u>	Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>Invoice</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input checked="" type="checkbox"/> Requirements \$ _____
Original Contract Amount \$ <u>\$404,996</u> Total Amt of Previous Amendments \$ <u>-0-</u> Amount of Amendment \$ <u>-0-</u> Total Amount of Agreement \$ <u>\$404,996</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager <u><i>Lolenz Poe</i></u>	DATE <u>10/13/99</u>
Purchasing Manager _____	DATE _____
County Counsel <u><i>Katie Gunt</i></u>	DATE <u>10/18/99</u>
County Chair <u><i>William J. Orr</i></u>	DATE <u>11/4/99</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

LGFS VENDOR CODE REV215						DEPT REFERENCE 624318					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	010	0142					9995F	Urban/Rural Opp. Grant	\$404,996	\$404,996

U.S. DEPARTMENT OF LABOR - EMPLOYMENT AND TRAINING ADMINISTRATION

PROJECT TITLE: SCHOOL-TO-WORK UROG GRANTS			
AWARD MODIFICATION	EFFECTIVE DATE: <i>September 17, 1999</i>	PAGE NO. <i>1</i>	NO. PAGES <i>3</i>
AGREEMENT NUMBER: <i>U-7018-8-00-88-60</i>	MODIFICATION NUMBER: <i>01</i>	APPROPRIATION NUMBER: <i>A190-8-S-UVAA-5SW62-4123</i>	
TO: (AWARDEE'S NAME AND ADDRESS) <i>MULTNOMAH COUNTY 421 S. W. - 6th Avenue, Suite 700 Portland, OR 97204</i>		ISSUED BY: <i>U. S. DEPARTMENT OF LABOR/ETA/OGCM DIVISION OF FEDERAL ASSISTANCE 200 CONSTITUTION AVENUE, N.W. RM. S-4203 WASHINGTON, D.C. 20210</i>	

CHANGES HEREIN HAVE THE FOLLOWING EFFECT ON FEDERAL GOVERNMENT FUNDS IN THIS AWARD

<input checked="" type="checkbox"/> INCREASED BY - \$404,996	<input type="checkbox"/> DECREASED BY - \$	<input type="checkbox"/> REMAIN UNCHANGED
--	--	---

THE ABOVE-NUMBERED GRANT / AGREEMENT IS MODIFIED AS FOLLOWS:

1. To extend the period of performance to September 30, 2000.
2. To increase funding by \$404,996 from \$539,995 to \$944,991 according to Page 2 of this modification. This includes a re-alignment to previous budget line items.
3. To incorporate awardee's continuation application dated July 30, 1999 by reference.
4. To incorporate Part IV, Special Clause #3 - Addendum according to Page 3 of this modification.

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 11/4/99
DEB BOGSTAD
BOARD CLERK

EXCEPT AS HEREBY MODIFIED, ALL TERMS AND CONDITIONS OF SAID GRANT / AGREEMENT REMAIN UNCHANGED AND IN FULL EFFECT.

<p align="center">ACCEPTED THIS DATE FOR THE AWARDEE</p> <p align="center"><u>9/23/99</u> DATE OF ACCEPTANCE</p> <p align="center"><i>Lolenz Poe</i> AUTHORIZED SIGNATURE FOR AWARDEE</p> <p align="center">_____ (TYPED NAME AND TITLE)</p>	<p align="center">EXECUTED FOR THE SECRETARY, U. S. DEPARTMENT OF LABOR</p> <p align="center">SE: 24 EXECUTION DATE</p> <p align="center">Laura A. Cesario Grant Officer</p> <p align="center">_____ SIGNATURE OF GRANT/CONTRACTING OFFICER</p> <p align="center">LAURA A. CESARIO REVIEWED: (TYPE NAME)</p> <p align="center">THOMAS SPONSER, COUNTY COUNSEL FOR MULTNOMAH COUNTY</p> <p align="center">BY <i>Katie Duff</i> <u>10/27/99</u> ASSISTANT COUNTY COUNSEL</p>
--	---

GOTR

PART II - BUDGET INFORMATION

SECTION A - Budget Summary by Categories

	(A)	(B)	(C)
1. Personnel			
2. Fringe Benefits (Rate %)			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual	529,644	383,996	913,638
7. Other	10,351	21,002	31,353
8. Total, Direct Cost (Lines 1 through 7)	539,995	404,996	944,991
9. Indirect Cost (Rate %)	0	0	0
10. Training Cost/Stipends			
11. TOTAL Funds Requested (Lines 8 through 10)	539,995	404,996	944,991

SECTION B - Cost Sharing/ Match Summary (if appropriate)

	(A)	(B)	(C)
1. Cash Contribution			
2. In- Kind Contribution			
3. TOTAL Cost Sharing / Match (Rate %)			

Form 424

CLAUSE #3 - ADDENDUM

All new and existing contracts, grants and cooperative agreements must develop individual year 2000 business continuity and contingency plans (BCCPs) to ensure uninterrupted service to employment and training administration clients. In the advent of a year 2000 failure, BCCPs will be deployed to ensure operations of critical business functions and maintain customer service. All contracts, grants, and cooperative agreements must establish and test a BCCP. The BCCP must meet the following minimal requirements:

- * Identification of critical business functions and interfaces
- * Risk assessment for each function risk mitigation
- * Communication plan for internal and external customers
- * Contingency solution (description, resources required, operations, life of solution, trigger event for plan, reinstatement of operational system).
- * Pre-steps requiring completion prior to implementation of the BCCP
- * Schedule for implementing the BCCP

AWARDEES ARE NOT REQUIRED TO SUBMIT THEIR BCCPS TO THE AWARDING GRANT OFFICE.

BUDGET MODIFICATION NO.

CFS02

(For Clerk's Use) Meeting Date:

NOV 04 1999

Agenda No.:

C-3

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICESDIVISION: N/ACONTACT: CHRIS YAGERPHONE: 26777

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

WENDY LEAR/MIKE WADDELLSUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification CFS02 corrects the Adopted Budget to recognize job reclassifications approved by employee services.

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

[X] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget Modification CFS02 corrects the Adopted Budget to reflect job reclassifications recommended and approved by Employee Services after a review of the job description and duties of each position.

Budget Modification CFS02 recognizes the reclassification of a Program Development Tech (JCN 6020) to a Program Development Spec. (6029, an Administrative Analyst (JCN 9006) to a Senior Program Development Spec (9115), and a Program Development Tech (JCN 6020) to a Health Information Spec 1 (JCN 6019).

99 OCT 27 AM 9:34
 CLERK OF
 COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Budget Modification CFS02 does not change total expenditures, revenues, or FTE's for the department as a whole.

TOTAL \$0

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

(Specify Fund) Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
 AFTER THIS MODIFICATION: \$ _____

Originated By:

Date:

M Waddell

10/25/99

Department Director:

Date:

John P. Poff

10/25/99

Plan / Budget Analyst:

Date:

Michael D. Gase

10/27/99

Employee Services:

Date:

Debra Brown

10/27/99

Board Approval:

Date:

Deborah C. Bostea

11/4/99

BUDGET MODIFICATION NO. CFS#02

EXPENDITURES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 99/00

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
1													
2			395	010	1622			5100	307,658	277,531	(30,127)		Permanent
3			395	010	1622			7601	77,554	69,959	(7,595)		CGF Indirect
4			395	010	1622			5550	42,593	38,854	(3,739)		Insurance
5			395	010	1622			7100	42,952	38,789	(4,163)		Indirect @10.04%
6												(45,624)	Subtotal Org 1622
7													
8			395	010	1625			5100	1,032,846	1,062,973	30,127		Permanent
9			395	010	1625			5500	256,053	263,648	7,595		Salary Related
10			395	010	1625			5550	152,343	156,082	3,739		Insurance
11			395	010	1625			7100	252,084	256,247	4,163		Indirect @10.04%
12												45,624	Subtotal Org 1625
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BUDGET MODIFICATION NO. CFS#02

REVENUES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 99/00

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
1													
2			395	010	1622			2603	367,976	326,515	(41,461)		Title 19/Medicaid FQHC
3			395	010	1622			7601	43,440	39,277	(4,163)		CGF Indirect
4												(45,624)	Subtotal Org 1622
5													
6			395	010	1625			2603	1,544,566	1,586,027	41,461		Title 19/Medicaid FQHC
7			395	010	1625			7601	555,249	559,412	4,163		CGF Indirect
8												45,624	Subtotal Org 1625
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BUDGET MODIFICATION NO. CFS #02

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

					ANNUALIZED				
FUND	ORG	JCN	POSITION TITLE	EXPLANATION	FTE	BASE PAY	FRINGE	INSUR	TOTAL
156	1611	6020	Program Development Tech		(1.00)	(34,036)	(8,580)	(7,682)	(50,298)
156	1611	6029	Program Development Spec		1.00	34,036	8,580	7,682	50,298
156	1611	9006	Administrative Analyst		(1.00)	(50,456)	(12,719)	(7,167)	(70,342)
156	1611	9115	Senior Program Development Spec		1.00	50,456	12,719	7,167	70,342
395	1622	6020	Program Development Tech		(1.00)	(30,127)	(7,595)	(3,739)	(41,461)
395	1625	6019	Health Information Spec 1		1.00	30,127	7,595	3,739	41,461
TOTAL ANNUALIZED CHANGES					0.00	0	0	0	0

6. CURRENT YEAR PERSONNEL DOLLAR CHANGE (Calculate 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	ORG	JCN	POSITION TITLE	EXPLANATION	FTE	BASE PAY	FRINGE	INSUR	TOTAL
156	1611	6020	Program Development Tech		(1.00)	(34,036)	(8,580)	(7,682)	(50,298)
156	1611	6029	Program Development Spec		1.00	34,036	8,580	7,682	50,298
156	1611	9006	Administrative Analyst		9006	(50,456)	(12,719)	(7,167)	(70,342)
156	1611	9115	Senior Program Development Spec		9115	50,456	12,719	7,167	70,342
395	1622	6020	Program Development Tech		6020	(30,127)	(7,595)	(3,739)	(41,461)
395	1625	6019	Health Information Spec 1		6019	30,127	7,595	3,739	41,461
TOTAL CURRENT FISCAL YEAR CHANGES					0.00	0	0	0	0



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204-1618
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

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

DATE: October 25, 1999

SUBJECT: Budget Modification CFS02

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community and Family Services recommends the approval of Budget Modification CFS02. This modification corrects the adopted budget to recognize job reclassifications recommended and approved by Employee Services.

II. BACKGROUND ANALYSIS: Budget Modification CFS02 corrects the adopted budget to recognize job reclassification approved by employee services. Employee Services reviewed the job descriptions and duties of each position and made the following reclassification recommendations: a Program Development Tech (JCN 6020) to a Program Development Spec (JCN 6029), an Administrative Analyst (JCN 9006) to a Senior Program Development Spec (JCN 9115), and a Program Development Tech (JCN 6020) to a Health Information Spec 1 (JCN 6019).

III. FINANCIAL IMPACT: Budget Modification CFS02 does not change total expenditures, revenues, or FTE's for the department as a whole.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

BUDGET MODIFICATION NO.

CFS03

(For Clerk's Use) Meeting Date:

NOV 04 1999

Agenda No.:

C-4

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICESDIVISION: N/ACONTACT: CHRIS YAGERPHONE: 26777

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

WENDY LEAR/MIKE WADDELLSUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification CFS03 removes a 1.0 FTE vacant Program Development Specialist gambling position in the department's A & D Administration Unit. This position was a new position in the 99/00 budget and is being removed due to a reduction in Video Lottery revenue.

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

[X] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget Modification CFS03 removes 1.0 FTE Program Development Specialist. A & D Administration personnel expenses are reduced by \$53,565 and Indirect cost are reduced by \$5,134. Temporary cost are increased by \$2,345. Video Lottery revenue are reduced by \$51,140. The Association of Oregon Community Mental Health Programs which currently administers Video Lottery funds notified the county that they were no longer funding our administrative costs.

Budget Modification CFS03 reduces service reimbursement from the Fed/State fund by \$5,134 to the General Fund; and \$9,525 to the Insurance Fund.

CLERK OF
COUNTY COMMISSIONERS
99 OCT 26 PM 4:50
POLSONIAH COUNTY
OREGON

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Reduce Video Lottery revenues	(\$51,140)
Reduce CGF Indirect Support	(\$5,134)
Reduce Svs Reim F/S to General Fund	(\$5,134)
Reduce Svs Reim F/S to Insurance Fund	(\$9,525)

TOTAL (\$70,933)

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

(Specify Fund) Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
AFTER THIS MODIFICATION: \$ _____

Originated By:

MA Waddell

Date:

10/25/99

Department Director:

John G. Boefg

Date:

10/26/99

Plan / Budget Analyst:

Michael D. Jones

Date:

10/26/99

Employee Services:

Date:

Board Approval:

Deborah C. Bozstad

Date:

11/4/99

BUDGET MODIFICATION NO. CFS#03

EXPENDITURES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 99/00

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
1													
2			156	010	1612			5100	288,606	250,821	(37,785)		Permanent
3			156	010	1612			5200	0	2,425	2,425		Temporary
4			156	010	1612			5500	76,212	66,687	(9,525)		Salary Related
5			156	010	1612			5550	44,755	38,500	(6,255)		Insurance
6			156	010	1612			7100	41,495	36,361	(5,134)		Indirect @10.04%
7												(56,274)	Subtotal Org 1612
8													
9			400	070	7531			6580			(9,525)	(9,525)	Insurance
10			100	010	9130			7608			(5,134)	(5,134)	Cash Transfer
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											(70,933)	(70,933)	GRAND TOTAL

BUDGET MODIFICATION NO. CFS#03

REVENUES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 99/00

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
1													
2			156	010	1612			2359	51,140	0	(51,140)		Video Lottery-Social Svc
3			156	010	1612			7601	220,809	215,675	(5,134)		CGF Indirect
4												(56,274)	Subtotal Org 1612
5													
6			400	070	7531			6602			(9,525)	(9,525)	Svs Reim F/S Insurance
7			100	075	7410			6602			(5,134)	(5,134)	Svs Reim F/S General Fund
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											(70,933)	(70,933)	GRAND TOTAL

BUDGET MODIFICATION NO. CFS #03

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

					ANNUALIZED				
FUND	ORG	JCN	POSITION TITLE	EXPLANATION	FTE	BASE PAY	FRINGE	INSUR	TOTAL
156	1612	6021	Program Development Spec		(1.00)	(37,785)	(9,525)	(6,255)	(53,565)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGE (Calculate 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	ORG	JCN	POSITION TITLE	EXPLANATION	FTE	BASE PAY	FRINGE	INSUR	TOTAL
156	1612	6021	Program Development Spec		(1.00)	(37,785)	(9,525)	(6,255)	(53,565)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204-1618
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

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

DATE: October 22, 1999

SUBJECT: Budget Modification CFS03

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community and Family Services recommends the approval of Budget Modification CFS03. This modification removes a vacant 1.0 FTE Program Development Specialist from the department's A & D Administration Unit

II. BACKGROUND ANALYSIS: Budget Modification CFS03 removes a vacant 1.0 FTE Program Development Specialist from the department's A & D Administration Unit. This was a new position in the 99/00 budget and is being removed due to a reduction in anticipated Video Lottery revenue. The Association of Oregon Community Mental Health Programs, which currently administers Video Lottery funds, notify the county on July 30, 1999 that our base budget will not continue to include fund for administration costs after October 1, 1999.

III. FINANCIAL IMPACT: Budget Modification CFS03 decreases the department budget by \$51,140. Personnel expenses are reduced by \$51,140 and indirect cost are decreased by \$5,134. Temporary cost increase by \$2,345 and Video Lottery revenue is reduced by \$51,140. Decreases in service reimbursements from the Fed/State Fund include \$5,134 to General Fund, and \$9,525 to Insurance Fund.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

BUDGET MODIFICATION NO.

CFS04

(For Clerk's Use) Meeting Date:

NOV 04 1999

Agenda No.:

C-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICESDIVISION: N/ACONTACT: CHRIS YAGERPHONE: 26777

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

WENDY LEAR/MIKE WADDELLSUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification CFS04 implements program amendment CFS#18. This modification reduces the amount of pass through expenditures in Caring Communities and increases service reimbursement to the telephone fund by \$10,000.

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

[] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget Modification CFS04 pays for Brentwood-Darlington outstanding telephone charge in lieu of a provider contract to satisfy the outstanding debt with the Telecommunications Office. A \$35,000 Program Amendment (CFS#018) utilizing one-time-only County General Funds was initiated by Commissioner Naito's office during the 99/00 budget approval process to be used for community building and operating expenses at Brentwood-Darlington. Of the proceeds, \$25,000 was to be used for community building activities which were contracted to Brentwood-Darlington Family Resource Center; the remaining \$10,000 was used for outstanding telephone costs which are best dealt with via an internal services adjustment and this budget modification. This budget modification simply re-allocates the funds from pass through to the telephone fund

Budget Modification CFS #04 reduces the amount of pass through expenditures for Org 1124 Caring Communities from \$35,000 to \$25,000. Budget Modification CFS#04 increases the internal service reimbursement by \$10,000. Indirect will be increased by \$934.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase CGF Indirect Support
Increase Service Reimbursement to Telephone Fund
Increase Svs Reim F/S from General Fund

\$934
\$10,000
\$934

TOTAL \$11,868

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
99 OCT 27 PM 12:37

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

(Specify Fund) Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
AFTER THIS MODIFICATION: \$ _____

Originated By:

M Waddell

Date:

10/27/99

Department Director:

Solinger Boelger

Date:

10/27/99

Plan / Budget Analyst:

Michael D. Jones

Date:

10/27/99

Employee Services

Date:

Board Approval:

DEBORAH C. BOUSTON

Date:

11/4/99

BUDGET MODIFICATION NO. CFS04

EXPENDITURES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 99/00

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
1													
2			156	010	1124			6060	529,010	519,010	(10,000)		Pass-Through Payments
3			156	010	1124			7100	9,717	9,647	(70)		Indirect @ .07%
4			156	010	1124			7100	9,647	10,651	1,004		Indirect @10.04%
5			156	010	1124			7150	0	10,000	10,000		Telephone
6												934	Org 1124 Subtotal
7					9130			7700					
8			402	070	7000			7029		10,000	10,000	10,000	Telecommunications <i>CONTINGENCY</i>
9			100	075	9130			7608		934	934	934	Cash Transfer
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											11,868	11,868	GRAND TOTAL

BUDGET MODIFICATION NO. CFS04

REVENUES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 99/00

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
1													
2			156	010	1124			7601	9,717	10,721	1,004		CGF Indirect @ 10.04%
3			156	010	1124			7601	10,721	10,651	(70)		CGF Indirect @ .07%
4												934	Org 1124 Subtotal
5													
6			402	070	7963			6602		10,000	10,000	10,000	Svs Reim F/S Telephone
7			100	075	7410			6602		934	934	934	Svs Reim F/S General Fund
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											11,868	11,868	GRAND TOTAL



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204-1618
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

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

DATE: October 15, 1999

SUBJECT: Budget Modification CFS04

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community and Family Services recommends the approval of Budget Modification CFS04. This modification reduces the amount of pass through expenditures in Community Program and Partnerships Caring Communities program and increases internal service reimbursement to the telephone fund by \$10,000.

II. BACKGROUND ANALYSIS: Budget Modification CFS04 pays for Brentwood-Darlington outstanding telephone charge in lieu of a provider contract to satisfy the outstanding debt with the Telecommunications Office. A \$35,000 Program Amendment (CFS#018) utilizing one-time-only County General Funds was initiated by Commissioner Naito's office during the 99/00 budget approval process to be used for community building and operating expenses at Brentwood-Darlington. Of the proceeds, \$25,000 was to be used for community building activities which were contracted to Brentwood-Darlington Family Resource Center; the remaining \$10,000 was used for outstanding telephone costs which are best dealt with via an internal services adjustment and this budget modification. This budget modification simply re-allocates the funds from pass through to the telephone fund.

III. FINANCIAL IMPACT: Budget Modification CFS04 reduces the Caring Communities pass through budget by \$10,000. The modification increases the service reimbursement from the Fed/State fund to the telephone fund by \$10,000. Indirect cost increase by \$934.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

BUDGET MODIFICATION NO.

CFS05

(For Clerk's Use) Meeting Date: **NOV 04 1999**

Agenda No.:

C-6

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: **COMMUNITY AND FAMILY SERVICES**DIVISION: **N/A**CONTACT: **CHRIS YAGER**PHONE: **26777**

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

WENDY LEAR/MIKE WADDELLSUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification CFS05 corrects the adopted budget to reflect a reduction of \$10,674 in State Mental Health funding for Residential Treatment Facilities (MHS 28).

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

[] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget Modification CFS05 reduces the department budget by \$10,674 to reflect the reduction in State funding for Residential Treatment Facilities (MHS 28) services. Pass Through expenses are reduced by \$10,674 and indirect cost by \$75. This modification simply brings the budget in line with actual revenue allocations and the amounts contracted to service providers will not require any contract amendments.

Budget Modification CFS05 reduces service reimbursement from the Fed/State by \$75 to the General Fund.

Board of
County Commissioners
Multnomah County
OREGON
99 OCT 26 PM 4:50

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Reduce State Mental Health (MHS 28) revenue	(\$10,674)
Reduce CGF Indirect Support	(\$75)
Reduce Svs Reim F/S to General Fund	(\$75)

TOTAL (\$10,824)

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

(Specify Fund) Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
AFTER THIS MODIFICATION: \$ _____

Originated By:

Date:

Department Director:

Date:

Plan / Budget Analyst:

Date:

Employee Services:

Date:

Board Approval:

Date:

BUDGET MODIFICATION NO. CFS#05

EXPENDITURES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 99/00

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
1													
2			156	010	1662			6060	10,039,613	10,028,939	(10,674)		Pass Through
3			156	010	1662			7100	75,831	75,756	(75)		Indirect @.7%
4												(10,749)	Subtotal Org 1662
5													
6			100	010	9130			7608			(75)	(75)	Cash Transfer
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											(10,824)	(10,824)	GRAND TOTAL

BUDGET MODIFICATION NO. CFS#05

REVENUES

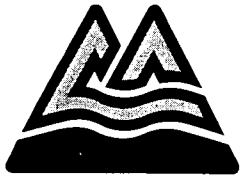
TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 99/00

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
1													
2			156	010	1662			2605	7,963,303	7,952,629	(10,674)	(10,674)	State Mental Health
3			156	010	1662			7601	1,578,580	1,578,505	(75)	(75)	CGF Indirect
4													
5													
6			100	075	7410			6602			(75)	(75)	Svs Reim F/S General Fund
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											(10,824)	(10,824)	GRAND TOTAL



MULTNOMAH COUNTY OREGON

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BOARD OF COUNTY COMMISSIONERS
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LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

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

DATE: October 22, 1999

SUBJECT: Budget Modification CFS05

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community and Family Services recommends the approval of Budget Modification CFS05. This modification reduces the departments budgeted State Mental Health revenue (MHS 28) for Residential Treatment Facilities by \$10,674.

II. BACKGROUND ANALYSIS: Budget Modification CFS05 corrects the adopted budget to reflect actual State Mental Health revenue for Residential Treatment Facilities (MHS 28). 99/00 revenue estimates were budgeted too high. This modification simply brings the budget in line with actual revenue allocations and the amounts contracted to service providers will not require any contract amendments.

III. FINANCIAL IMPACT: Budget Modification CFS05 reduces pass through expenses by \$10,674 to reflect a reduction in State Mental Health revenue for Residential Treatment Facilities (MHS 28). Indirect cost are reduced by \$75 and service reimbursement from the Fed/State Fund to the General Fund by \$75.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

BUDGET MODIFICATION NO.

CFS06

(For Clerk's Use) Meeting Date:

NOV 04 1999

Agenda No.:

C-7

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICESDIVISION: N/ACONTACT: CHRIS YAGERPHONE: 26777

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

WENDY LEAR/MIKE WADDELLSUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification CFS06 increases the departments revenue to support sexual minority youth in culturally specific, drop-in settings.

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

[] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget Modification CFS06 increases the departments budget by \$6,042. Pass through services are increased by \$6,000 to support sexual minority youth in a culturally specific, drop-in settings. Contractors will commit to efforts to build assets among sexual minority youth relying on the 40-asset framework of the Commission on Children, Families and Community. Indirect cost are increased by \$42. This modification increases services reimbursement from th Fed/State fund to General Fund by \$42.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase Youth Investment revenue	\$3,000
Increases JJDP-OCCF revenue	\$3,000
Increase General Fund indirect support	\$42
Increase Svs Reim F/s to General Fund	\$42
Decreases MCCF revenues	(\$3,000)

TOTAL \$3,084

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

_____ Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
 (Specify Fund) AFTER THIS MODIFICATION: \$ _____

Originated By:

Date:

Department Director:

Date:

Plan / Budget Analyst:

Date:

Employee Services:

Date:

Board Approval:

Date:

BUDGET MODIFICATION NO. CFS06

EXPENDITURES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 99/00

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
1													
2			156	010	1111			6060	1,607,589	1,613,589	6,000		Pass Through
3			156	010	1111			7100	16,779	16,821	42		Indirect @.7%
4												6,042	Subtotal Org 1111
5													
6			156	050	9035			6060		(3,000)	(3,000)	(3,000)	Pass Through
7			100	010	9130			7608		42	42	42	Cash Transfer
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											3,084	3,084	GRAND TOTAL

BUDGET MODIFICATION NO. CFS06

REVENUES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 99/00

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
1													
2			156	010	1111			2346	0	3,000	3,000		Youth Investment
3			156	010	1111			2665	0	3,000	3,000		JJDP-OCCF
4			156	010	1111			7601	16,779	16,821	42		CGF indirect @.7%
5												6,042	Subtotal Org 1112
6													
7			156	050	9035			2346		(3,000)	(3,000)		Youth Investment
8													
9			100	075	7410			6602		42	42	42	Svs Reim F/S General Fund
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											3,084	6,084	GRAND TOTAL



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204-1618
PHONE (503) 248-3691
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BOARD OF COUNTY COMMISSIONERS
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DIANE LINN • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

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

DATE: October 19, 1999

SUBJECT: Budget Modification CFS06

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community and Family Services recommends the approval of Budget Modification CFS06. This modification increases the department revenue by \$6,000 to support sexual minority youth.

II. BACKGROUND ANALYSIS: Budget Modification CFS06 recognizes funds allocated from the Commission on Children, Families, and Community to the department. Funding will be passed-through to Phoenix Risings Sexual Minority Youth Resource Center for the purpose of supporting sexual minority youth in culturally specific, drop-in settings. Contractors will commit to efforts to build assets among sexual minority youth relying on the 40-asset framework of the Commission on Children Families and Community.

III. FINANCIAL IMPACT: Budget Modification CFS06 increases the department's pass-through budget by \$6,000 and indirect cost increase by \$42. This modification increases service reimbursement from the Fed/State fund by \$42. This modification reduces the Commission on Children, Families, and Community pass through expenditures by \$3,000.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

BUDGET MODIFICATION NO.

CFS09

(For Clerk's Use) Meeting Date: **NOV 04 1999**Agenda No.: **C-8**

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: **COMMUNITY AND FAMILY SERVICES**DIVISION: **N/A**CONTACT: **CHRIS YAGER**PHONE: **26777**

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

WENDY LEAR/MIKE WADDELL

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

Budget Modification CFS 09 reallocates expenses from personnel to professional services to allow the hiring of a temporary supervisor for up to 3 months while recruiting to fill vacancies.

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget Modification CFS09 reduces personnel expenses by \$17,100 and increase professional services by \$17,100. This modification reallocates expenses and revenue to allow the hiring of a temporary supervisor for up to 3 months while recruiting to fill vacancies.

Budget Modification CFS09 reduces service reimbursement from the Fed/State fund to the Insurance fund by \$855.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Reduce Svc Reim F/S to Insurance Fund

(\$855)

TOTAL (\$855)

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

(Specify Fund) Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
AFTER THIS MODIFICATION: \$ _____

Originated By:

M Waddell

Date:

10/27/99

Department Director:

Deborah C. Boaster

Date:

10/27/99

Plan / Budget Analyst:

Michael D. Gage

Date:

10/27/99

Employee Services:

Date:

Board Approval:

Deborah C. Boaster

Date:

11/4/99

BUDGET MODIFICATION NO. CFS#

EXPENDITURES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 99/00

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
1													
2			156	010	1611			6110	911,597	928,697	17,100		Professional Services
3			156	010	1611			7100	245,141	246,858	1,717		Indirect @10.04%
4												18,817	Subtotal Org 1611
5													
6			156	010	1641			5100	1,188,323	1,175,327	(12,996)		Permanent
7			156	010	1641			5500	306,605	303,356	(3,249)		Salary Related
8			156	010	1641			5550	194,378	193,523	(855)		Insurance
9			156	010	1641			7100	717,552	715,835	(1,717)		Indirect @10.04%
10												(18,817)	Subtotal Org 1641
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12			400	070	7531			6580			(855)	(855)	Insurance
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BUDGET MODIFICATION NO. CFS#

REVENUES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 99/00

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
1													
2			156	010	1611			4060	0	12,960	12,960		DUII Evaluation Fees
3			156	010	1611			7601	1,780,165	1,784,305	4,140		CGF Subsidy
4			156	010	1611			7601			1,717		CGF Indirect
5												18,817	Subtotal Org 1611
6													
7			156	010	1641			4060	411,456	398,496	(12,960)		DUII Evaluation Fees
8			156	010	1641			7601	970,823	966,683	(4,140)		CGF Subsidy
9			156	010	1641			7601			(1,717)		CGF Indirect
10												(18,817)	Subtotal Org 1641
11													
12			400	070	7531			6602			(855)	(855)	Svc Reim F/S Insurance
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MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
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BOARD OF COUNTY COMMISSIONERS
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LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

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

DATE: October 21, 1999

SUBJECT: Budget Modification CFS09

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community and Family Services recommends the approval of Budget Modification CFS09. This modification reallocates expenses from personnel to professional services to allow hiring of a temporary supervisor for up to 3 months while recruiting to fill vacancies.

II. BACKGROUND ANALYSIS: Budget Modification CFS09 This modification reallocates expenses from personnel to professional services to allow hiring of a temporary supervisor for up to 3 months while recruiting to fill vacancies. Currently Alcohol & Drug Assessment & Referral have 2 vacant supervisor positions. We are required to provide clinical supervision for staff in order to maintain our certification from the state.

III. FINANCIAL IMPACT: Budget Modification CFS09 reduces personnel expenses by \$17,100 and increases professional service expenses by \$17,100. This modification reduces services reimbursement from the Fed/State fund by \$855 to the Insurance Fund.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

MEETING DATE: NOV 04 1999
AGENDA NO: C-9
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request approval of Amendment to Purchase & Sale Agreement to Waxman & Associates, Inc.

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: November 4, 1999
AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3380 x22330
BLDG/ROOM #: 166/300 Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of amendment to Purchase & Sale Agreement to Waxman & Associates, Inc.
(Property purchased at 8/26/98 auction).

Amendment to Purchase & Sale Agreement and Board Order attached.

11/9/99 ORIGINAL ORDER & COPIES OF ALL TO
TAX TITLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 
(OR)
DEPARTMENT
MANAGER: _____

CLERK OF
COUNTY COMMISSIONERS
99 OCT 27 AM 9:53
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



Diane Linn, Multnomah County Commissioner

DISTRICT ONE

Board of County Commissioners
Multnomah County

RE: Extension of Purchase and Sale Agreement for Rose City Platting Site

Dear Colleagues:

The following is a brief chronology of events pertinent to the Extension of the Purchase and Sale Agreement between Multnomah County and Waxman & Associates, Inc. of real property on SE 13th Avenue in Portland previously housing the Rose City Platting business. I will also present my arguments for offering a third and final extension to the Purchaser of this property. Given that the sale is expected to close by the end of December 1999 I believe there is sufficient reason for this extension to be granted due to unforeseen environmental issues.

Background

1. The Rose City Platting site has been a blight on the Sellwood Neighborhood for over a decade.
2. Multnomah County acquired the property through tax foreclosure.
3. The public spent \$336 thousand dollars cleaning the site through a Department of Environmental Quality "Orphan Site" program.
4. At public auction Waxman & Associates was the successful bidder resulting in a Purchase and Sale agreement being signed by both parties, the County and Waxman, on September 24, 1998.
5. DEQ was involved in the sale through a Prospective Purchaser Agreement (PPA). Waxman & Associates were to negotiate a site clean up plan with DEQ based on the known contamination of the site.
6. Since the date of the Purchase and Sale Agreement there have been two extensions of the agreement. The first extension was to February 28, 1999, and the second was to September 28, 1999.
7. On-site investigation and more detailed review of the record, by the purchaser, established the existence of an underground storage tank and the potential for additional dry wells.



8. Further testing was paid for through an Environmental Protection Agency Brownfields testing fund administered by DEQ and analysis of these tests have been processed at EPA approved labs. The results have shown contamination that is within original DEQ estimated limits.
9. During site preparation for the Brownfields testing several fifty-gallon drums of unidentified liquid was discovered. The purchaser paid for removal and testing of these drums.
10. As of this date final testing of the water table is being carried out by a DEQ approved consultant. The results of this water table test should be available by mid November 1999.
11. The last and final step is for the purchaser and DEQ to agree on a plan for cleaning up the site. The purchaser has estimated that the sale will be completed as early as late December 1999.

I believe that given the record of discovering new problems on this site it is not unreasonable to grant Waxman & Associates an extension of the Purchase and Sale Agreement to February 1, 2000. The additional month from the estimated date of agreement with DEQ is simply to provide protection against needing to revisit this issue.

There is also a question of "preferential treatment" for Waxman & Associates, Inc. I believe that given the acknowledged holes in the official DEQ record at the time of auction and the discovery of additional site problems it is reasonable to extend the Agreement. Any successful bidder would have discovered the same problems and I hope been offered the opportunity to develop a clear picture of the site prior to culminating the sale. I do not believe that "Let the Buyer Beware" should be Multnomah County's motto in dealing with the public.

As part of my review of this project I had my staff contact the DEQ project manager, Mark Pugh. Mark was asked if, in his opinion the project delays were the fault of the Waxman & Associates. He responded that with new information and the problems on the site nobody was at fault. I think this perspective is important in that it recognizes the difficulty for a private developer who seeks to prudently acquire a contaminated site.

This project is extremely important to the Sellwood Neighborhood. For many years the County has owned blighted property in the heart of an emerging neighborhood. The granting of this extension, with the anticipated sale closing by the end of the year, will move us closer to an important new development on this site. I appreciate your support for this action.

Sincerely,
Diane Linn

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 99-213

Authorizing Amendment to Purchase & Sale Agreement to Purchaser WAXMAN & ASSOCIATES, INC.

The Multnomah County Board of Commissioners Finds:

- a) Purchaser WAXMAN & ASSOCIATES, INC. has requested an extension of closing date to February 1, 2000 from the original deadline of November 24, 1998 as stated in the Purchase and Sale Agreement recorded October 8, 1998, in the Multnomah County Deed Records at Book 98 and Page 181690.
- b) Extension is being requested in order to complete environmental testing required by the purchaser and the Oregon Department of Environmental Quality (DEQ) and to complete negotiations with DEQ for the Prospective Purchaser Agreement (PPA).

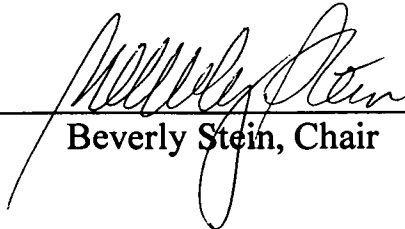
The Multnomah County Board of Commissioners Orders:

1. The Chair of Multnomah County Board of Commissioners is authorized to execute the attached amendment to the original Purchase and Sale Agreement to purchaser WAXMAN & ASSOCIATES, INC.

Adopted this 4th day of November, 1999.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Counsel

**THIRD AMENDMENT TO REAL ESTATE
PURCHASE AND SALE AGREEMENT**

1. RECITALS

2. Multnomah County, Oregon (Seller) and Waxman & Associates, Inc. (Purchaser) entered into a Purchase and Sale Agreement (Agreement) signed by Multnomah County Chair Beverly Stein on September 24, 1998, said Agreement is recorded in the County Deed Records at No. 98181690 for the real property described as:
3. LOTS 10-12, BLOCK 13, MILLERS ADDITION, a recorded subdivision in the County of Multnomah, and State of Oregon
4. On or about December 7, 1998, Seller and Purchaser entered into agreement to extend the closing date (Extension) to February 28, 1999. The Extension is recorded in the County Deed Records at Entry No. 98223419.
5. On or about September 24, 1999, Seller and Purchaser entered into agreement to extend the closing date (Extension 2) to September 28, 1999. This second Extension is recorded in the County Deed Records at 99071431.
6. The Purchaser requests an additional extension of the closing date to February 1, 2000 in order to complete environmental testing required by the Purchaser and the Oregon Department of Environmental Quality (DEQ). This testing is in response to the discovery of undocumented environmental problems and the potential for water table contamination at the site. Test data will allow the completion of negotiations with DEQ for the Prospective Purchaser Agreement (PPA).

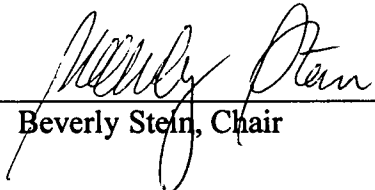
WHEREFORE, THE PARTIES NOW AGREE TO AMEND THE ORIGINAL PURCHASE AND SALE AGREEMENT AS FOLLOWS:

1. Extension of Closing Date: Seller agrees to extend the closing date too not later than February 1, 2000.
2. Testing Approval: Purchaser shall receive written approval from DEQ for all environmental testing at the site. Purchaser shall provide a copy of the written approval to Seller. Purchaser shall coordinate all environmental testing with Gary Thomas, Multnomah County's Tax Foreclosed Property Coordinator. Purchaser shall undertake no testing or other activity that in any way aggravates, spreads or exacerbates any hazardous or contaminated environmental condition at the site. Purchaser shall provide Seller with a copy of any reports submitted to DEQ relating to the testing at the site by December 17, 1999.
3. Preliminary Notice of Intention: Purchaser shall provide written notice to the County by 5 P.M. on December 17, 1999 as to whether Purchaser will continue or terminate this

Agreement. If Purchaser provides written notice to terminate, this Agreement shall terminate at such time with no further right of extension to be allowed.

4. Continuance: Except as amended herein, all other terms and conditions of this Agreement and the incorporated previous two amendments shall remain in full force and effect.
5. Effective Date: This Amended Agreement is effective upon signature of both parties.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

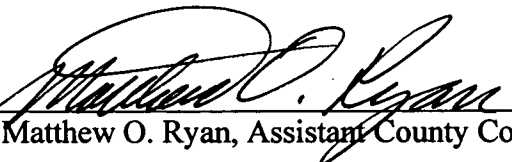
By 
Beverly Stein, Chair

PURCHASER:
Waxman & Associates, Inc.

By _____
Loren J. Waxman, President

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 11/4/99
DEB BOGSTAD
BOARD CLERK

MEETING DATE: NOV 04 1999

AGENDA NO.: C-10

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with City of Portland

BOARD BRIEFING Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: Disease Prevention and Control

CONTACT: * Lynne Weidel TELEPHONE #: x83842, x262

BLDG/ROOM #: 340/2

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Amendment #1 to Intergovernmental Agreement #9910486 with City of Portland Bureau of Housing and Community Development for implementation of Portland Lead Hazard Control Program.

11/9/99 ORIGINALS to MARIANNE METZGER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Lillian Shirley / [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk at 248-3277



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
BUSINESS SERVICES DIVISION
426 SW STARK, 7TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3056
FAX (503) 248-3015
TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

Date: October 18, 1999
To: Board of County Commissioners
Via: Lillian Shirley, Health Department Director
From: Dave Houghton, Director, Disease Prevention and Control
Subject: Amendment #1 to Intergovernmental revenue agreement #9910486 with City of Portland for City of Portland/Multnomah County Lead Hazard Control Program

HONOR CULTURE, CELEBRATE DIVERSITY AND INSPIRE QUALITY

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Amendment #1 to Contract #9910486 with City of Portland for the period June 1, 1998, through June 30, 2001.
- II. Background/Analysis: The City of Portland Bureau of Housing and Community Development was awarded \$2.9 million in lead-based paint hazard control funds for the control of lead-based paint hazards in low-income single-family and multi-family housing units. The Health Department operates a Home Lead Hazard Reduction Program, Contract #201128, and receives funding from the City of Portland Water Bureau for lead-based paint prevention.

As part of the Lead Hazard Control Program the Health Department will perform program management and coordination services for the City's Lead Hazard Control Program. In addition, the Health Department will manage the medical testing, clearance and evaluation functions of the lead-based grant.

This amendment increases compensation to include reimbursement for the inspection or risk assessment of units with lead-based paint.
- III. Financial Impact: The Health Department will receive \$1,044,129 to provide oversight of the City of Portland/Multnomah County Lead Hazard Control Program for Fiscal Years 1997-2001. The City Council has authorized \$474,350 for program oversight, \$161,233 for clearance testing, \$54,000 for medical testing, \$139,536 for outreach and public information on lead hazards, \$120,236 for program evaluation and \$94,774 for inspection or risk assessment of units with lead-based paint.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to collaborate with community agencies in the provision of health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

METZGER Marianne E

From: HOUGHTON David B
Sent: Wednesday, October 13, 1999 10:03 AM
To: METZGER Marianne E
Subject: RE: Approval of Amendment #1 to Intergovernmental revenue agreement #9910486 with City of Portland for City of Portland/Multnomah County Lead Hazard Control Program

I approve. Dave

-----Original Message-----

From: METZGER Marianne E
Sent: Tuesday, October 12, 1999 2:16 PM
To: HOUGHTON David B
Cc: FRONK Tom R
Subject: Approval of Amendment #1 to Intergovernmental revenue agreement #9910486 with City of Portland for City of Portland/Multnomah County Lead Hazard Control Program
Importance: High

Please reply with your approval so I have documentation for Lillian Shirley. Thanks.

Marianne Metzger, ext. 22607

MEMO:

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- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to collaborate with community agencies in the provision of health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Contract #: 9910486

Amendment #: 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-10 DATE 11/4/99 DEB BOGSTAD BOARD CLERK </div>

Department: Health Department

Division: Disease Prevention and Control

Date: 10/12/99

Originator: Lynne Weidel; Karin Johnson

Phone: x83842, x262

Bldg/Rm: 340/2

Contact: Marianne Metzger

Phone: x26207

Bldg/Rm: 160/7

Description of Contract:

Funding from City for implementation of Portland Lead Hazard Control Program.

This amendment increases compensation for reimbursement for the inspection or risk assessment of units with lead-based paint.

RENEWAL: ☐ PREVIOUS CONTRACT NO(S): n/a

RFP/BID: RFP/BID DATE:

EXEMPTION NO/DATE: EXEMPTION EXPIRATION DATE: ORS/AR #:

CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

Contractor City of Portland Address Bureau of Housing and Community Development 808 SW Third Avenue, Suite 600 Portland, Oregon 97204 Phone 823-2379 (FAX 823-2387)	Andrea Taylor, 823-2379 [ataylor@ci.portland.or.us] Remittance address (If different)
Employer ID# or SS# n/a Effective Date June 1, 1998 Termination Date June 30, 2001	Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ (invoice) <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ <input type="checkbox"/> Other
Original Contract Amount \$ 949,355 Total Amt of Previous Amendments \$ n/a Amount of Amendment \$ 94,774 Total Amount of Agreement \$ 1,044,129	<input type="checkbox"/> Requirements Not to Exceed \$ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES:

Department Manager

Lillian Shirley

DATE 10-18-99

Purchasing Manager

DATE

(Class II Contracts Only)

County Counsel

Katie G...

DATE 10/4/99

County Chair

DATE 11/4/99

Sheriff

DATE

Contract Administration

DATE

(Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	015	0314			2166		0452			
02											
03											

Rev. 2/12/98 DIST: Original - Contract Administration, Contractor, HD Contracts Unit; CC - HD Program Manager, Finance, HD Payables/Receivables

AMENDMENT #1

An Amendment to Agreement No. 32046 between the City of Portland and the Multnomah County Health Department to increase the contracted funding amount by \$94,774.

RECITALS:

1. Agreement No. 32046 with the Multnomah County Health Department was signed on November 25, 1998 to fund oversight of the Portland Lead Hazard Control Program.
2. The total contracted funding amount included in Agreement No. 32046 did not include reimbursement for the inspection or risk assessment of units with lead-based paint. This amendment increases the contracted amount to reflect reimbursement for these services. Funding for this increase is being transferred from amended Agreement No. 32146 with the Portland Development Commission.
3. Thus, the City now desires to amend Agreement No. 32046 with the Multnomah County Health Department to increase the contracted funding amount by \$94,774.

All other terms and conditions of Agreement No. 32046 between the City of Portland and the Multnomah County Health Department shall remain the same.

Dated this _____ day of _____, 1999.

CITY OF PORTLAND

Commissioner Erik Sten
Commissioner of Public Works

Date

APPROVED AS TO FORM

Jeffrey L. Rogers, City Attorney

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 11/4/99
DEB BOGSTAD
BOARD CLERK

MULTNOMAH COUNTY

Beverly Stein
Beverly Stein, Multnomah County Chair
November 4, 1999

Date

Lillian Shirley
Lillian Shirley, Health Department Director
10-18-99

Date

Lynne Weidel
Lynne Weidel, Program Manager
10/19/99

Date

REVIEWED:

Thomas Sponsler, County Counsel for
Multnomah County, Oregon

Katie Gaetjens
Katie Gaetjens, Assistant County Counsel
10/21/99

Date

11-4-99
UC-1

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY

ORDER NO. _____

Affirming the Hearings Officer Decision to Deny HV 16-98 and WRG 6-98.

The Multnomah County Board of Commissioners Finds:

- a. On September 1, 1999 the Multnomah County Hearings Officer denied the Major Variance, HV 16-98, and the Willamette River Greenway, WRG 6-98, applications for the retroactive request to have structures located within the required 30-foot rear yard setback of the Multiple Use Agriculture (MUA-20) zone on the subject parcel.
- b. On October 28, 1999, the Multnomah County Board of Commissioners held a De Novo Hearing regarding the appeal of the Hearings Officer's Decision denying HV 16-98 and WRG 6-98.

The Multnomah County Board of Commissioners Orders:

1. The Hearings Officer's findings of fact and conclusions in the decision dated September 1, 1999 denying the Major Variance, HV 16-98, and the Willamette River Greenway, WRG 6-98, are hereby UPHeld and AFFIRMED, except that "Finding and Conclusion" no. 21 (page 8) of the Hearings Officer Decision is stricken from the Decision.
2. The findings of fact and conclusions in the Staff Report issued June 29, 1999 and the Supplemental Staff Report issued August 11, 1999 are AFFIRMED and ADOPTED by reference as specified in the Hearings Officer's Decision issued September 1, 1999.

APPROVED this _____ day of November, 1999.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By Jeffrey B. Litwak
Jeffrey B. Litwak, Assistant County Counsel



DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
1600 SE 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-3043 FAX: (503) 248-3389

HEARINGS OFFICER'S DECISION ON APPEAL

Major Variance and Willamette Greenway Permit

File Number: HV 16-98 & WRG 6-98
Applicant: Bayard Mentrum, Architect
Appellant: Karen Carey, Owner Sauvie Island Moorage by Bayard Mentrum
Location: 17505 NW Sauvie Island Road, Portland, Oregon
Zoning: Multiple Use Agriculture (MUA-20) and Willamette River Greenway (WRG)

PLANNING SECTION
COUNTY

50 SEP - 7 PM 1:28

APPEAL

On June 29, 1999, the Planning Director issued a decision denying an application for approval of encroachments for approval of a Major Variance and Willamette River Greenway permit. On July 9, 1999, Bayard Mentrum filed an appeal of the Planning Director's decision. The Notice of Appeal indicates that Mr. Mentrum filed the appeal on behalf of the property owner, Karen Carey. The grounds of appeal, as summarized by the Hearings Officer are:

1. **Trash Enclosures/Portals.** Staff erred in finding that the trash enclosures are within 30 feet of the ordinary high water mark. While the portal and trash enclosures are 15 feet from the property line they are more than 30' from the high water mark. The trash enclosures adjoin the portals, as shown on the prior, approved plan and allow easy access by trash haulers and residents of the moorage. The owners have improved the appearance of the trash enclosures and the enclosures are screened from the river. It is logical to leave the portals where they are based on its relation to the pedestrian bridges and trash enclosures. The owners obtained a building permit for the portals and enclosures before they were constructed and thought this was all they needed.
2. **Stone Monument Sign.** "The site is narrow and the entry drives drop off quite steeply. The sign was located within the front yard setback so it could be seen from Sauvie Island Road rather than down the hill and obscured. There is a wide shoulder on the

road and I again drove out of the road by the sign and could easily see both directions down the road without sticking out into the pavement. The owners have stated that no one has complained about not being able to see both directions because of the curves in the roadway. The owners have again improved the appearance of the project without endangering the life and safety of anyone. We feel that if anyone from planning drove up the driveway by the sign they would see it does not block any vision clearance areas. Drivers used to go off the road on the curve going southeast on Reeder Road and now they see the sign and avoid this danger."

3. Driveway to Storage Units. "A 10-foot wide asphalt drive was changed from the original 4-foot wide sidewalk to allow trucks to back down the drive to load and unload in the storage areas over the garages. This driveway will only be used when someone is moving in or out of the storage units and there is clear visibility to the entry drive. Staff states in there [sic] administrative decision, that hazard conditions may exist, but no one has complained to the owners about a problem and I personally drove through the sign and could easily see both directions and I suggest someone from planning do the same before passing judgment."

Under the County's procedures ordinance, the hearings officer's review is limited to the issues set forth in the notice of appeal.

NATURE OF DECISIONS APPEALED

The WRG permit application is essentially a request for the approval of a site plan that would replace the site plan approval granted in 1997 in Case DR 7-96/WRG 8-96/HV 21-96.

The Major Variance application is a request for permission to place structures within 15' of the rear property line. Approval of the request would effectively modify Condition of Approval 7 of DR 7-96/WRG 8-96/HV 21-96 to allow the trash recycle area to be located within the 30-foot rear yard.

DECISION

The hearings officer **AFFIRMS** the administrative decision issued by the Planning Director, with the following modifications:

1. Approve a modification of the 1996 site plan, WRG 8-96, as proposed by the site plan for WRG 6-98, to allow the Appellant to retain the existing 10' wide boat garage access driveway and monument signs in their current location. All other modifications proposed by the WRG 6-98 site plan are denied.
2. Approve a modification of the 1996 site plan, WRG 8-96, as proposed by the site plan for WRG 6-98, to allow the applicant to retain the monument sign and walls in the clear vision area triangle in its current location. Both walls must, however, be reduced

in height so that they are less than three feet in height. The sign height must be lowered no later than sixty days after this decision becomes final.

The listed modifications are the only modifications allowed. All other revisions proposed in WRG 6-98 to the site plan and design review application approved in Multnomah County Case WRG 8-96/DR 7-96/HV 21-96 are DENIED.

FINDINGS AND CONCLUSIONS

The hearings officer makes the following findings and conclusions of law in support of the above decision:

Monument Walls

1. The portion of the appeal that requests a variance to place the monument sign within the 30' front yard setback was withdrawn by attorney Larry Epstein on behalf of Grant Johnson and Sauvie Island Moorage Company, Inc. in a letter dated August 17, 1999. County Staff Planner Tricia R. Sears and the applicant have agreed that a variance is not necessary as signs may be placed in the 30' front yard of the subject property due to the provisions of MCC .7964(F). This means that it is possible for the hearings officer to allow the applicant to leave the entrance monument sign in its current location, provided both monument walls (one on each side of the driveway) are lowered to comply with County site distance regulations. Those regulations require that both walls must be less than three feet in height.
2. In the current case, Sauvie Island Moorage, Inc. proposes that the County approve a new site plan for the moorage to replace the moorage site plan approved by the County in 1997 (WRG8-96/DR7-96/HV21-96). The County denied that request. The 1997 approved site plan, however, shows the monument walls in a different location on the moorage property than agreed to by the moorage and County staff. The hearings officer, therefore, approves that portion of the current site plan (WRG6-98) that shows the monument walls in their current location. The hearings officer does not, however, approve the current height of the structures and will require that the walls be lowered, as promised by the applicant. As the walls pose potential conflicts with vehicle sight distance, the applicant lower the wall no later than sixty days after this decision is final.

Driveway

3. The applicant built a driveway between the boat storage buildings and Sauvie Island Road, in a location where the 1997 site plan called for the construction of a pedestrian walkway. In the current matter, County staff denied approval of an amendment to the 1997 plan due to safety concerns. Thereafter the applicant obtained a professional engineering analysis of site safety from the MacKenzie Group. The engineer's report found that the driveway would not pose a safety hazard due to the low volume of

traffic that will use the entry, the even more infrequent use of the storage building driveway and the fact that there is good visibility at the intersection of the driveways. Based upon the engineering report, County staff recommended that the applicant be allowed to retain the driveway, as presently constructed. As the conclusions of the engineering report were not rebutted, the hearings officer accepts the finds and will allow a modification of the approved site plan to include the 10'-wide, boat storage building driveway.

Impact of 1997 Approval

4. The appellant argued that the 1997 County approval of DR 7-96/WRG 8-96/HV 21-96 allowed it to site the portals and trash enclosures in their current location and that the site plan showed a 30-foot setback between the shoreline and "the structures." The appellant's attorney further claims "one finger needs to be wagged in the direction of staff who failed to undertake a sufficiently thorough analysis of the 1997 application to identify the setback problem before the structures in question were built, only to spring the issue on the applicant during the inspection process. The appellant and his attorney are clearly in error on this point. Condition 7 of the 1997 decision specifically required that the trash enclosures comply with the 30-foot setback. The 1997 site plan also clearly shows that the gate/portal will be located 30' from the property line, not 30' from the river. The site plan plainly shows a 30' setback and uses the property line to calculate setbacks. The appellant's architect used the same type of line on all four of the property boundaries making it clear that the line on the site plan near the river is the property line. The 1997 site plan shows a line between the property line and at the gate/portal. The line includes a crosshatched line at the property line and gate/portal structure and the notation "30' SETBK" and "30'" immediately adjacent to the crosshatched line. The plan also plainly shows that the portal was intended to be located at the back of the parking spaces, not at the front of the spaces where the portal and trash enclosure are currently located.

Variance Arguments

5. Mr. Epstein provided the County with a number of very well presented arguments to support approval of a variance to the 30' rear yard setback requirement imposed by the MUA-10 zoning district. Variance applications are, however, disfavored by the law and the facts of this case simply do not fit the requirements for variance approval. As a result, the hearings officer must uphold staff's denial of the variance application.
6. The appellant offers two circumstances or conditions to justify approval of the variance: the narrowness of the Sauvie Island Moorage property and the fact that the use is a moorage. Under the County's approval criteria one or the other must present "practical difficulties" in complying with the County's setback requirements for the MUA-10 zoning district. The conditions must also "not apply generally to other property in the same vicinity or district."

7. The main obstacle that prevents approval of the variance application is the fact that the unusual conditions and circumstances cited by Mr. Epstein do not prevent the property owner from complying with the law. As documented by County staff and conceded by the applicant/appellant, there is room on the subject property to place the portal and garbage structure enclosures in a location that complies with the County setback rules. Multnomah County interprets its variance criteria to require the denial of variances to allow development in the most suitable area of a property where it is possible to develop in another less convenient area of the property, absent a showing the alternate location is "unduly restrictive." Evans v. Multnomah County, 34 Or LUBA ____ (LUBA No. 96-198)(1997).
8. The rejection by the County of "convenience" as a reason for the approval of a variance is consistent with the reasoning of Oregon Court of Appeals decisions that hold that "[v]ariations traditionally have been considered escape valves to allow property owners relief from zoning restrictions which, when applied to particular land, have the result of making that land completely unusable, or usable only with extraordinary effort." Erickson v. City of Portland, 9 Or App 256, 261, 496 P2d 726, 729 (1972). In the case of the Sauvie Island Moorage, the property is usable without "extraordinary effort." The structures can be placed in the locations required by the County code and this may be accomplished with about the same amount of effort that the structures can be placed in the current, nonconforming location.
9. A portal and trash enclosure 15' closer to Sauvie Island Road than where presently located is, admittedly, less convenient a location for the structures from the point of view of the moorage owner and moorage residents. Moving the structures will make it difficult or impossible for the moorage users to use the area between the portal and trash enclosure for parking and driving uses. It will also require residents to walk an additional 15' to dispose of their garbage. This does not, however, make the setback requirement "unduly restrictive" or capable of compliance only with "extraordinary effort." It also does not make the portals "functionless," as claimed by the appellant's attorney. The portals were originally designed and planned for a site further inland. Certainly the appellant's architect would not have shown the portals in such a location if such a location is, in fact, functionless.
10. The specific needs of marinas make it logical and efficient to apply different setbacks to the rear yards of a property, adjacent to the river, when the distance between the property line and riverbank is small. The "practical difficulties" requirement is not, however, met when the purpose of the variance is facilitate the best and most efficient and complete utilization of a property. Lovell v. Planning Commission of City of Independence, 37 Or App 3, 5-7, 586 P2d 99 (1978)(better utilization of a site is not a practical difficulty).
11. The portals identify the entrances to the gangways. By placing the portals as close to the edge of the bank as possible, it is possible for residents to begin descending immediately after passing through the portal and this is certainly most convenient and

efficient. As argued by Mr. Epstein, this arrangement "makes sense." Portals may, however, be located further back in the parking area (15' more is needed), behind the setback line. The area between the portal and the top of the gangway may be fenced to provide a walkway area between the portal structure and the top of the gangway. This arrangement will, in the opinion of the hearings officer, be less attractive but not infeasible.

12. The narrowness of Sauvie Island Moorage lot and the County's yard requirements present physical limitations upon the amount of development that may occur on the moorage property. The narrowness does not, however, prevent the applicant from meeting the rear yard setback requirements of the MUA-20 zone. The narrowness of the moorage lot also has a much lesser impact on a moorage use than on any other use in the zoning district. The moorage owner uses the river, not the lot, as the location for homes and is not required to locate homes behind the required yards. This conclusion is illustrated by the following facts: The moorage lot is only 5.56 acres, far smaller than the 20-acre minimum lot sized required by the MUA-20 zone but supports 46 home sites. A similarly situated property owner who wished to place a single family dwelling on such a small site would be limited to a maximum of one or two dwellings (two dwellings if each of the two parcels that make up the 5.56 acres were qualified as a lot of record). The siting of the one or two houses would be strictly limited by the 30' setbacks that apply to both the front and rear of the lot, in parts of the lot to a 30' wide area.¹
13. The fact that the use proposed is a moorage use does not prevent compliance with the yard requirements of the MUA-10 zoning district. The moorage's use of the river as for home sites simply makes a riverside trash and portal location logical, appealing and convenient for owners of floating homes.
14. A marina use has not been proven to be a circumstance or condition "that does not apply generally to other property in the same vicinity or district." The appellant's own evidence shows that there are at least two other moorages (Channel Island Marina and Bridge View Marina) in close proximity of the subject property.
15. The specific needs of marinas may justify an exception to the rear yard setbacks of the County's zoning ordinance. The proper avenue for making such a change is, however, through the legislative process. Lovell v. Planning Commission of City of Independence, 37 Or App 3, 586 P2d 99 (1978); Hill v. Marion County Board of Commissioners, 12 Or App 242, 506 P2d 519 (1973). This is particularly true, where as here, the difficulties posed by the rear yard setback apply to an entire class of land use (marinas).

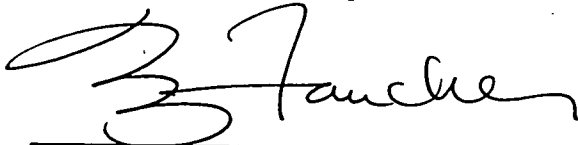
¹ These findings assume that a variance to the 150' setback would be granted. Otherwise, no home could be sited on the subject property.

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16. Mr. Epstein has argued that the County has adopted an interpretation of the term "practical difficulties" in its recent decision of the Protassy appeal (HV 7-98, CU 4-98) and that the staff decision is inconsistent with that approval. Mr. Epstein insists that the County must provide a reasonable basis for imposing an inconsistent interpretation. The reasonable basis for reaching a different conclusion in the Protassy case, however, is that the facts of that case are distinguishable from the moorage case. In the Protassy case, the location of mature walnut trees and the location and width of the right-of-way made it impossible to build the 20' roadway required by County codes. In the moorage case, the setback requirements do not prevent the applicant from building a portal and a trash enclosure and meeting the 30' setback.
 17. The findings adopted by the Board of Commissioners in the Protassy matter indicate that self-created difficulties (planting new walnut trees) and difficulties that are capable of correction (moving telephone poles) are not "practical difficulties" that support approval of a variance. The Board found that cut and fill activities related to roadway construction merited a greater variance than approved by the hearings officer but did not undercut these findings.
 18. The applicant's attorney has argued that the hearings officer should adopt an interpretation of the "practical difficulties" requirement that allows the hearings officer to approve a variance when physical conditions make it more safe and "convenient" to apply a lesser legal requirement. The gist of the attorney's argument is that it is more convenient and logical for the marina and its users to place the trash enclosures and portals in their existing location than in the location required by the County code. This is clearly not the interpretation adopted in the Protassy decision.
 19. Mr. Epstein has argued that the hearings officer must approve the variance with conditions of approval if it is possible to do so. This argument is based upon SB 1184, a bill that was passed by the 1999 Oregon Legislature. That law is not effective until October 23, 1999. It, therefore, does not apply to this decision. Furthermore, even if SB 1184 were effective, it would not require approval of the variance application. SB 1184 requires the County to approve a land use application if the application can be made to be consistent with County land use regulations by the imposition of conditions of approval. Clearly, no condition of approval would change the fact that the moorage application does not qualify for approval of a variance. Additionally, a variance is, itself, a request to be allowed to disregard the County's land use regulations. Approval of the variance would result in noncompliance with the MUA-20 zoning district's 30' rear yard requirement.
 20. Mr. Epstein asked that the hearings officer interpret the term "practical difficulties." Such an interpretation is not needed, however, because the hearings officer has determined that neither of the practical difficulties asserted by the appellant (narrow lot width and marina use) meet other critical requirements of the variance approval criteria or require the siting proposed by the applicant.

Impact of Hearings Officer's Decision

21. The denial of the variance application and modified site plan application leave the appellant with an approved site plan that requires that the portals and trash enclosures be located where required by the 1997 site plan. It is not permissible for the applicant to leave the trash enclosure in its current location and to simply remove the roof. The current location is not the location authorized by the 1997 decision. The prior site plan made specific provisions regarding the appropriate location for the trash/recycling enclosure and those requirements continue to apply. The 1997 decision included a design review process, as well as a WRG review. The approval relied upon the fact that the trash enclosure would be placed at least 30' from the property line to determine compliance with design review criteria. The 1997 decision also specifically prohibited the appellant from placing the trash recycle area within the 30-foot setback area. Given the fact that the WRG setback is 150 feet, a 30-foot setback already marks a significant departure from the standards that would otherwise apply to the subject property.
22. The approval of portions of the appellant's 1998 site plan modification, as outlined in the Decision section above, does not relieve the appellant of its obligation to comply with the landscaping requirements of the 1997 decision and to otherwise comply with the requirements of the 1997 decision.

DATED this 1st day of September 1999.



Liz Fancher, Hearings Officer

NOTICE -- Appeal to the Board of County Commissioners:

The Hearings Officer's Decision may be appealed to the Board of County Commissioners (Board) by any person or organization who appears and testifies at the hearing, or by those who submit written testimony into the record. An appeal must be filed with the Transportation and Land Use Planning division within ten days after the Hearings Officer decision is submitted to the Clerk of the Board. An appeal must comply with all procedural requirements prescribed by the Multnomah County Code, including completion of a Notice of Review and payment of a fee of \$500.00 plus a \$3.50 per-minute charge for a transcript of the initial hearing(s). [ref. MCC 11.15.8260(A)(1) and MCC 11.15.9020(B)] Instructions and forms are available at the Planning Office at 1600 SE 190TH Avenue, Portland, Oregon, or you may call 503-248-3043 for additional instructions.



Multnomah County
Land Use Planning Division
1600 SE 190th Avenue
Portland, OR 97233
Phone: (503)248-3043 Fax: (503)248-3389
E-mail: land.use.planning@co.multnomah.or.us

PUBLIC NOTICE AND ADMINISTRATIVE DECISION

June 29, 1999

MAJOR VARIANCE and WILLAMETTE RIVER GREENWAY
File Nos. HV 16-98 and WRG 6-98

PROPOSAL: The applicant has requested retroactive approval for Major Variance and Willamette River Greenway applications. The applicant has built structures in violation of the previous approvals granted for the site under case files HV 21-96, WRG 8-96, and DR 7-96 in a March 28, 1997 decision issued by Multnomah County. First, the applicant requests approval for encroachment into the required 30-foot front yard setback of the MUA-20 zone. The applicant has constructed a sign within 15 feet of the property line. Second, the applicant also requests approval for encroachment into the required 30-foot setback from the property line for the trash enclosures and portals. Third, the applicant has violated other provisions of the original plans and those are detailed within this decision document.

LOCATION: 17505 NW Sauvie Island Road, Portland.
T2N, R1W, Section 17, Tax Lots 40 and 42.
R#97117-0400 and R#971770420.
See attached map.

ZONING: Multiple Use Agriculture (MUA-20) and Willamette River Greenway (WRG).

APPLICANT: Bayard Mentrum, Architect
503 NW Irving, #210A
Portland, OR 97209

OWNER: Karen Carey, Sauvie Island Moorage
P.O. Box 10858
Portland, OR 97296-0858

DECISION: **DENY THE REQUEST** for retroactive approval of the encroachments into the required 30-foot front yard setback of the MUA-20 zoning district and into the 30-foot rear yard setback. The applicant has not carried the burden for meeting the Variance Approval Criteria in Section .8505 et seq. and the Willamette River Greenway criteria in Section .6301 et seq.

FINDINGS AND CONCLUSIONS:

Applicant:

Letter from applicant dated November 16, 1998 and submitted to Multnomah County March 17, 1999.

Enclosed please find the documents requested for the inventory and reconciliation process. As you may know, Sauvie Island Moorage was constructed nearly forty year (sic) ago, and reached its present configuration thirty-six years ago. Documents from that period are difficult to come by, reflecting an era before the Department of Environmental Quality, LCDC, and the Willamette River Greenway.

You will find a Department of State Lands lease, but the Corps of Engineers permits were not required in the 1950's for conversion log rafts to floating homes. Included is a permit for the update of our piling. The permit clearly presented them with the opportunity to review our existence (the piling work stretched the entire length of the moorage). They and the other necessary agencies all approved.

We have operated our own wastewater treatment plant under the National Pollutant Discharge Elimination System, which is administrated in Oregon by the Department of Environmental Quality. Our permit number is 2958-J.

Likewise, our water system is regulated under Federal Clean Drinking Water Act, but is administered by Multnomah County's Health Department. It is a public water system – PWS number 4101209. I could find no representative documents in our files, other than extensive testing results. Verification of our compliance is only a department away.

These documents have been requested as part of other activities at the planning office. We have received emergency services from Fire District #30 since its inception, and Willamette River Greenway issues where addressed during our recent construction (sic). Documentation for both will be found in those files.

Of great concern to us is the question of how many structures Sauvie Island Moorage will be said to contain. We have had as many as fifty-five homes here at the moorage, but on the statutory inventory date, we had considerably less.

We have had fifty numbered spaces at the moorage since the mid 60's. They have not always been full, but as you can see from the accompanying photo (Northern Lights, PO90 6-29-CE from 1987) there are fifty homes. Forty-eight can be counted along the front, and two on the back (one at the end and one near the center). There are two boat wells visible as well.

Also to be considered:

Fire District #30 was providing emergency services to the moorage when the photo was taken.

At the request of the Department of Environmental Quality, our sewerage facilities where serving not only our own needs but of two additional moorages. Sixty-seven homes were on the system, in addition to the bath, toilet and laundry facilities for a neighboring sail boat moorage. Fifty homes is not a challenge.

The Division of State Lands characterizes Sauvie Island Moorage as a "Floating Home Residential Community Moorage 55 Homes + boat moorage." (See chart Exhibit 'A').

Staff:

Definitions:

Major Variance: A request to modify a dimensional requirement by more than 25 percent. A Major Variance requires the applicant to demonstrate compliance with the approval criteria, plus consent from all property owners within 100 feet of the subject property. A request for a variance where the applicant is unable to obtain the necessary property owner consent *must* be considered by the Hearings Officer at a Public Hearing.

Lot Lines: The lines bounding a lot, but not the lines bounding the private driveway portion of a flag lot.

Related cases:

GEC 25-96, WRG 8-96, DR 7-96, HV 21-96, GEC 19-97, AR 1-98.

Exhibits:

#1: Applicant Site Plan for HV 16-98 and WRG 6-98.

#2: Applicant Site Plan for DR 7-96, WRG 8-96, and HV 21-96.

#3: Vision Clearance Area diagram from Section .7982 (NN).

#4: Multnomah Channel Moorage/ Marina Inventory 1997/98 for Sauvie Island Moorage.

#5: Letter from the City of Portland to Karen Carey of Sauvie Island Moorage, dated February 25, 1999.

Comment:

Zoning:

The subject parcels, R#97177-0400 and R#97177-0420, are zoned Multiple Use Agriculture (MUA-20). The two parcels total 5.56 acres in size. The site is zoned with a Willamette River Greenway designation. In addition, the subject parcels contain a pre-existing Community Service designation. The use of the subject parcels as a houseboat moorage occurred prior to the establishment of zoning on the site. The existing use at the time was thus indicated on Multnomah County maps as "CS". This mark distinguishes parcels with pre-existing (to zoning) uses on the site. Parcels with the "CS" mark are considered non-conforming use parcels unless otherwise noted. Please see the History section of the Staff Comment section for additional information. The previous land use cases for this site have been noted above.

Variance:

The applicant has provided a completed copy of the Property Owner Consent of Variance Request as required by Section .8515(A)(1)(a). Pursuant to Section .8515, "All owners of record of property within 100 feet of the subject property grant their consent to the variance according to the procedures of MCC .8515(B)(1) and (2)." The signatures on the form indicate that adjacent property owners "acknowledge that we have been informed of a variance request regarding the subject property" and "that we have reviewed a site plan which shows the development as proposed." In addition, persons signing the consent form agree to the following statement, "By signing this document, we hereby give our consent for approval of the requested variance."

When the completed copy of the Property Owner Consent of Variance Request is submitted with the variance application, the Major Variance decision is an administrative process. In this case, the applicant has submitted a photocopy of the Property Owner Consent of Variance Request dated December 19, 1996. The applicant also submitted a Property Owner Consent of Variance Request form to Multnomah County on October 5, 1998. 1996 form was the consent form the applicant submitted for the case files DR 7-96, WRG 8-96, and HV 21-96 (issued as one decision by Multnomah County on March 28, 1997). In October 1998, shortly after the submittal of WRG 6-98 and HV 16-98, Staff verified the "owners of record within 100 feet of the subject property" were the same property

owners as identified on the Owner Consent form. The site plan submitted for HV 16-98 and WRG 6-98 is different than the plan submitted in 1996 for DR 7-96, WRG 8-96, and HV 21-96. The applicant is thus providing the form as proof the adjacent property owners have reviewed the new plan for the retroactive approval request for the 1998 applications. Further Staff comments are located in the Variance criteria.

History:

The Sauvie Island Moorage is a houseboat moorage established prior to 1977. A Houseboat moorage is a listed use under Section .2132 (B)(9) of the MUA-20 zoning district. Section .2150 states that a Conditional Use listed in MCC .2132, legally established prior to October 6, 1977, shall be deemed conforming and not subject to the provisions of Section .8805, provided that "Any alteration of such Conditional Use not listed in MCC .2132 shall be subject design review pursuant to the provisions of MCC .7805 through .7865."

The property owner of Sauvie Island Moorage has provided documents in an effort to comply with the Houseboat Moorage and Marina inventory and reconciliation process with Multnomah County Land Use Planning.

Policy 10 of the Sauvie Island/ Multnomah Channel Rural Area Plan (SI/ MC RAP) establishes the process for determining the status of existing moorages and marinas in Multnomah County. Under Policy 10, "That area occupied by Happy Rock Moorage, Sauvie Island Moorage, Parker Moorage and Mayfair Moorage by included within the area where houseboats are currently permitted under Policy 26." In addition, "That the moorages within Policy 26 and the existing Happy Rock, Sauvie Island, Parker and Mayfair moorage sites are to be treated as permitted (permitting continuation of the use and level of intensity in existence as of the Multnomah County Moorage Report Listing of Floathouses and Watercraft as of July 1, 1997 produced by the Department of Assessment and Taxation and reconciled through supplemental information provided by the moorage owner if..."

The Houseboat Moorage/ Marina Inventory on file with Multnomah County Land Use Planning lists Sauvie Island Moorage with 46 houseboats. The physical inventory of Sauvie Island Moorage occurred on January 5, 1998. The property owner, Grant Johnson, submitted a letter dated November 16, 1998 and it was received at the County on March 17, 1999. The letter stated the number of houseboats on the site as 50. Mr. Johnson does not specify that 50 houseboats were in existence at the site on July 1, 1997. Mr. Johnson states, "We have as many as fifty-five homes here at the moorage, but on the statutory inventory date, we had considerably less."

At this time, Staff makes the finding that 46 houseboats were in existence as of the July 1, 1997 deadline established by Policy 10 of the SI/ MC RAP. The applicant has not provided detailed information to show the exact number of houseboats in existence on the site on July 1, 1997. *Therefore, Sauvie Island Moorage can be deemed in compliance with Policy 10 of SI/ MC RAP with 46 houseboats established as the use and intensity of the site.*

The applicant received approval for changes to the existing Sauvie Island Moorage in a decision issued March 28, 1997 for DR 7-96, WRG 8-96, and HV 21-96. Under that decision that applicant proposed to construct a pump house, two two-story garage/ storage buildings, and other structures such as trash facilities. The findings within the March 28, 1997 decision state the structures (described above) were considered "accessory and incidental to the use of the site for a houseboat moorage." A Condition of Approval, #1, was established in that decision to require the property owners to place a deed restriction on the property for the use of the garage/ storage facilities for the tenants of the moorage only. The structures cannot be rented or leased for mini-storage facilities, such an action would be a separate, new use to the site and would require a Conditional Use application.

Subsequent to the issuance of building permits for the approval granted under DR 7-96, WRG 8-96, and HV 21-96, the property owner (or person representing the property owner) violated the Conditions of Approval and the approved site plan. The following items are found to be in violation of the approved site plan and land use approval issued March 28, 1997.

- Two trash facilities are shown on the site plan (referred to as the east and the west trash areas). The east facility was not approved under the March 28, 1997 decision.
- Both the trash facilities are located 15 feet from the property line. The required setback for a structure in the MUA-20 zone is 30 feet. In the 1997 decision, the applicant showed the west trash facility as a small, attached portion to the west portal. That area was shown 30 feet from the property line.
- In addition, Condition of Approval #7 in the 1997 decision specified "The trash recycle area shall not be located within the 30-ft. setback or required landscape area. The area may be relocated to within the gate portal/ trash enclosure or adjacent to the pump house. Prior to issuance of a building permit, the applicant shall submit a revised site plan showing the new proposed location for the trash recycle area for staff review and approval." The trash recycle area is currently located 15 feet from the property line.
- The property owner has constructed a free-standing sign 15 feet from the front property line. The approved plans from the 1997 decision show the proposed sign to be constructed 30 feet from the front property line in accordance with the required MUA-20 setback standard. The sign is in a different location than the approved site plan shows from the March 28, 1997 decision. The 1997 decision included plans that showed the vision clearance triangle for the proposed sign. The 1998 case files submitted by the applicant include a site plan showing vision clearance for the now existing sign. In both sets of case files, the sign is shown to be outside of the vision clearance triangle. The existing sign, located 15 feet from the front property line, is located within the vision clearance triangle.
- The site plan submitted for HV 16-98 and WRG 6-98 illustrates a 10-foot driveway adjacent to the two garage structures (the garages were built in accordance with the approved 1997 plans). The approved site plans from 1997 show a 4-foot wide asphalt walk.
- The landscape plan has not been fully implemented as shown on the approved plans.

Staff has denied the applicant's request to reduce the front yard setback from the required 30-foot setback from the property line to 15 feet. The request to exceed the required setback by more than 25% is considered a Major Variance. According to Section .8505, "A Major Variance shall be granted only when all of the following criteria are met." The Variance Approval Criteria #1-4 have been addressed by the applicant. Criteria #1, #2, and #3 have not been met, hence the request for the Variance is denied. Please see Staff comments for further evaluation of the Variance Approval Criteria.

Staff has denied the applicant request to reduce the rear yard setback from the required 30-foot setback. Again, Staff has made findings that the Major Variance criteria of Section .8505 have not been met.

The applicant provided a very brief narrative addressing the Comprehensive Plan Policies 13, 14, 22, 37, 38, and 40 as required. The applicant submitted all of the required Service Provider forms. Staff requested the applicant address the Comprehensive Plan Policies under Item #14 of the October 27, 1998 letter of incompleteness from Staff to the applicant and to the property owner.

Staff is appalled by the property owner's and applicant's disregard for compliance with the plans as approved under the March 28, 1997 decision for DR 7-96, WRG 8-96, and HV 21-96. The applicant has already received a Major Variance, primarily based on site constraints. Subsequently, the plans were not completed as approved. Staff points out that a variance an exception to the rule. The variance application is a request for an exception to a rule in the Multnomah County Code. Staff has additional comments under the criteria.

Staff conducted a site visit to Sauvie Island Moorage on March 17, 1999. Site photos are in the case file for HV 16-98. The applications for HV 16-98 and WRG 6-98 were deemed incomplete on October 27, 1998. The applicant submitted additional materials on March 4, 1999 and March 17, 1999. The applications were deemed complete on June 22, 1999.

Please see the Staff responses to the criteria below.

Multnomah County Code:

Multiple Use Agriculture (MUA-20)

11.15.2122 Purposes

The purposes of the Multiple Use Agriculture District are to conserve those agricultural lands not suited to full-time commercial farming for diversified or part-time agriculture uses; to encourage the use of non-agricultural lands for other purposes, such as forestry, outdoor recreation, open space, low density residential development and appropriate Conditional Uses, when these uses are shown to be compatible with the natural resource base, the character of the area and the applicable County policies.

11.15.2124 Area Affected

MCC .2122 to .2150 shall apply to those lands designated MUA-20 on the Multnomah County Zoning Map.

Staff: The subject parcels, R#97117-0400 and R#97117-0420, are zoned MUA-20 and designated as part of the Willamette River Greenway.

11.15.2126 Uses

No building, structure or land shall be used and no building or structure shall be hereafter erected, altered or enlarged in this district except for the uses listed in MCC .2128 through .2136.

Staff: The property owner and applicant, for case files HV 16-98 and WRG 6-98, have submitted these applications with a request for retroactive approval for the site work described herein. The construction of the sign in violation of the required setback; the construction of two rather than one trash facility; the construction of the trash facilities and the portals within the required setback; and the construction of a 10-foot driveway rather than a 4-foot walkway, are considered actions that violate the approved site plans for the March 28, 1997 decision for DR 7-96, WRG 8-96, and HV 21-96.

11.15.2134 Accessory Uses

(A) Signs, pursuant to the provisions of MCC 11.15.7902-.7982. *[Amended 1986, Ord. 543 § 2]*

Staff: The applicant received approval for a free-standing sign on the site. The approval was granted as follows in the March 28, 1997 decision document under Condition of Approval #9, "The proposed signage for Sauvie Island Moorage shall be consistent with the design details submitted and

comply with the vision clearance requirement as shown on the revised site plan stamped December 31, 1996."

The site plan referenced is in case file HV 21-96 and shows a free-standing sign located outside the vision clearance area (as drawn by the architect) of the entry way at that time (the 1997 plan shows the sign on the one way entrance to the site). The 1997 approved plan shows the one way entry to the site and that lane is now the exit from the site (marked egress on the March 17, 1999 plan). The applicant states, as written on the site plan submitted March 17, 1999, "If we moved signs 30' from the property line they would be too far downhill to be seen by vision clearance."

Staff notes that the plan submitted for the 1996 for DR 7-96, WRG 8-96, and HV 21-96 also shows the vision clearance triangle with the sign outside of the vision clearance area. In summary, the applicant showed in the original plans that the sign would be outside of the vision clearance area. Then the applicant submitted a 1999 plan that shows the now existing sign as outside of the vision clearance area. Staff has measured the vision clearance area triangles for each side of the intersection of the driveway and NW Sauvie Island Road. Neither the original drawing nor the 1999 drawing would put the sign outside of the vision clearance area. Section .7982 (NN) is the vision clearance area diagram. It is included in this report as Exhibit #3.

The site plan drawing, attached as Exhibit #1, shows the road and the property line inaccurately drawn for the site. For example, NW Sauvie Island Road is shown as 65 feet wide from edge to edge of the pavement. The site plan also illustrates an area 30 feet wide from the edge of the road pavement to the property line.

The applicant has constructed the free-standing sign in a different location than approved, located the sign within the vision clearance area of the entry way, and built at a distance in violation of the required 30-foot front yard property line. The sign is 15 feet from the front property line. See also the Staff and applicant narrative for the Variance criteria.

A copy of the site plan for HV 16-98 and WRG 6-98 is attached as Exhibit #1. A copy of the site plan approved under DR 7-96, WRG 8-96, and HV 21-96 is attached as Exhibit #2. A copy of the Vision Clearance Area definition and diagram is shown as Exhibit #3.

The application does not meet the criterion.

(B) Off-street parking and loading;

Staff: The applicant site plan show, dated March 17, 1999, does not show the required amount of parking has been provided for the site. The site plan submitted by the applicant shows that 27 parking spaces have been provided on the west portion of the site plan; the area adjacent to the parking garages. The applicant shows the east portion of the site with a box entitled "existing parking" but does not state the current number of parking spaces. The applicant narrative does not address the amount of parking available on the entire site. Staff visited the site on March 17, 1999 but did not count the number of existing parking spaces. In the Staff letter to the applicant and to the property owner dated October 27, 1998, regarding the incompleteness of the application materials, Staff requested additional information on the number of parking spaces under Item #11. Because of the lack of information from the applicant, Staff cannot make the finding the application meets the requirement for parking standards. Since Staff cannot make the finding the application meets the parking standards, the application does not meet the standards.

The application does not meet the criterion.

- (C) Type A home occupations pursuant to the definition and restrictions of MCC 11.15.0010; and [Amended 1990, Ord. 900 § III]**

Staff: A home occupation application has not been submitted by the applicant. As was stated under the Staff comment section, the Sauvie Island Moorage is a houseboat moorage established prior to 1977. A Home Occupation permit is not required for this site, thus the criterion is not applicable.

- (D) Other structures or uses customarily accessory or incidental to any use permitted or approved in this district; and**

Staff: The applicant proposed accessory structures under the previous applications for DR 7-96, WRG 8-96, and HV 21-96. Such structures included trash facilities and portals. Also, in accordance with provisions of Section .2150, the moorage is considered conforming and not subject to the provisions of Section .8805. Alterations to Conditional Uses listed in Section .2132 are subject to the provisions of .7895 to .7865. See also the History section of the Staff Comment section of this report. The retroactive applications, HV 16-98 and WRG 6-98, are for the sign, the trash facilities, and the portals. Also, a 10-foot wide driveway was constructed instead of the 4-foot wide walkway shown on the 1996 plans. Based on the Staff findings in the 1997 decision, structures are accessory and incidental to the houseboat moorage. The structures are located on the site in violation of the required 30-foot front yard setback and the required 30-foot rear yard setback of the MUA-20 zone. Other sections of this decision include additional Staff findings as required by the applicable criteria.

* * *

11.15.2138 Dimensional Requirements

- (A) Except as provided in MCC .2140, .2142, .2144 and .7629, the minimum lot size shall be 20 acres.**

Staff: The two parcels of the subject applications, HV 16-98 and WRG 6-98, total 5.56 acres in size. The subject parcels are smaller than the required minimum lot size of the MUA-20 zone. Section .2142 (B) provides the standard for the Lot of Record and the parcels of the Sauvie Island Moorage meet the Lot of Record requirements. See also Section .2142 (B). The application meets the criterion.

- (B) That portion of a street which would accrue to an adjacent lot if the street were vacated shall be included in calculating the area of such lot.**

Staff: The Right-of-Way division does not require additional dedication at this time. For questions regarding street dedication, contact Alan Young at (503)-248-3582.

- (C) Minimum Yard Dimensions - Feet**

Front	Side	Street Side	Rear
30	10	30	30

Maximum Structure Height – 35 feet

Minimum Front Lot Line Length – 50 feet.

[Amended 1984, Ord. 428 § 2]

Staff: The applicant has constructed the trash facilities and the portals on the subject parcel in violation of the required 30-foot rear yard setback. The applicant has constructed the free-standing sign in violation of the required 30-foot front yard setback. The applicant did NOT construct the structures in accordance with the approved site plan from the decision document and case file materials from DR 7-96, WRG 8-96, and HV 21-96. The applicant did receive approval under HV 21-96 to not meet the 150-foot required setback from the ordinary low waterline. See also the Variance criteria and the Willamette River Greenway criteria.

The application does not meet the criterion.

- (D) The minimum yard requirement shall be increased where the yard abuts a street having insufficient right-of-way width to serve the area. The Planning Commission shall determine the necessary right-of-way widths and additional yard requirements not otherwise established by ordinance.
- (E) Structures such as barns, silos, windmills, antennae, chimneys or similar structures may exceed the height requirement if located at least 30 feet from any property line.
- (F) *[Added 1990, Ord. 643 § 2; Repealed 1994, Ord. 804 § III]*

11.15.2142 Lot of Record

* * *

- (B) A Lot of Record which has less than the area or front lot line minimums required may be occupied by any permitted or approved use when in compliance with the other requirements of this district.

Staff: According to maps on file at Multnomah County, the existing lot has remained been in the same shape and size since at least 1977. The zoning designation of the parcel in 1977 was EFU-38/ WRG/ CS. The lot is 5.56 acres in size and thus would be smaller in size than required by the zoning designation. At the current time, the parcel is zoned MUA-20/ WRG/ CS. The parcel is considered a Lot of Record in accordance with this requirement.

* * *

11.15.8505 Variance Approval Criteria

- (A) The Approval Authority may permit and authorize a variance from the requirements of this Chapter only when there are practical difficulties in the application of the Chapter. A Major Variance shall be granted only when all of the following criteria are met. A Minor Variance shall met criteria (3) and (4).
 - (1) A circumstance or condition applies to the property or to the intended use that does not apply generally to other property in the same vicinity or district. The circumstance or condition may relate to the size, shape, natural features and

topography of the property or the location or size of physical improvements on the site or the nature of the use compared to surrounding uses.

Applicant: A building setback of 150 feet from the ordinary waterline of the Willamette River shall be provided in all rural and natural resource districts, except for non-dwellings provided in conjunction with farm use and except for building and structures in conjunction with water related or a water dependent use. The variance is requested for the trash and recycle enclosures, which were originally attached to the entry portals to the floating homes. The easterly trash enclosure was detached from the portal because of the rise in the grade. The portal needs to remain at the existing level to connect to the bridge to the floating homes and there is not enough room at the hill to build the trash enclosure. The portals and trash enclosure are located outside the 30 foot setback to the ordinary water level line and are still convenient to the home owners.

The original plan showed smaller trash enclosures but the requirements from the Trash and Recycle company requires the size now shown to meet the number of residences. The trash enclosure is screened completely from the river and most of the parking lot. The separation from the entry portal to the trash makes a more pleasing entrance to the homes for residences and visitors. See photos 9, 17, and 18 to view the portals and enclosures.

Staff: The applicant discusses the site constraints of meeting the 150-foot building setback from the ordinary low waterline of the Willamette River. The applicant mentions the trash enclosures and the portals are within the 30-foot setback "to the ordinary water level line". The applicant and property owner obtained the approval to construct structures within the 150-foot ordinary low waterline from the river. That approval was obtained under the March 28, 1997 decision for DR 7-96, WRG 8-96, and HV 21-96. It is clear that the applicant has not fully addressed the circumstances as to why the 30-foot rear yard setback cannot be met. Staff notes the applicant has already constructed the structures such as the trash enclosures and portals in violation of the required setback and in violation of the previously approved setbacks granted under the March 28, 1997 decision for DR 7-96, WRG 8-98, and HV 21-96.

In addition, the applicant has constructed a free-standing sign within 15 feet of the front property line. This is in violation of the 30-foot front yard setback requirement of the MUA-20 zone. The sign is located within the vision clearance area as defined by Section .7982 (NN). See Exhibit #3. The sign was constructed in a different location than the location approved under DR 7-96, WRG 8-96, and HV 21-96.

A 10-foot wide driveway was constructed on the site adjacent to the garages while the site plan approved in the March 28, 1997 decision shows a 4-foot wide asphalt walkway was supposed to be constructed.

The applicant has not demonstrated that a condition or circumstance applies to the property or to the intended use that does not apply generally to other property in the same vicinity or district. Note that the criteria states, "A circumstance or condition applies to the property or to the intended use that does not apply generally to other property in the same vicinity or district" (emphasis added). The applicant narrative provides a brief comment "there is not enough room at the hill to build the trash enclosure" as justification for locating the structures within the required setbacks. Other locations on the site could accommodate the trash enclosure and the free-standing sign. Staff points out that a variance application is a request for an exception to a rule; a rule in the Multnomah County Code. Sauvie Island Moorage was granted approval for a Major Variance in the March 28, 1997 decision for DR 7-96, WRG 8-96, and HV 21-96.

Structures were then built in violation of the approved plans. Staff finds the applicant has not established a condition or circumstance on the land that does not apply to other properties and that limits the site to the extent that an alternate location, within the required setbacks, could be used.

The application does not meet the criteria.

- (2) **The zoning requirement would restrict the use of the subject property to a greater degree than it restricts other properties in the vicinity or district.**

Applicant: A variance is also required for the project entry stone monument sign is designated as entry only and is located within the property line and within the 30 foot front yard setback. Because the monument is entry only the site visibility zone is not required. See photos 1, 2, and 5 to view the sign monument which creates a strong presence to the project and a quality project first impression. The grades of the hillside would not allow the sign setback 30 feet and still be viewable as the entry way from Sauvie Island Road.

Staff: Staff points out that the applicant has constructed the sign 15 feet from the front property line rather than 30 feet as required as the front yard setback of the MUA-20 zone. In addition, the location of the sign is shown on the existing site plan and the photos at the entry way. The previously submitted site plan, as the approved site plan from the March 28, 1997 decision document on DR 7-97, WRG 8-96, and HV 21-96, illustrates the sign to be located on the now exit (previous entry) lane. The site plan also showed the vision clearance area of the driveway and showed the sign to be located outside of that area, as required in Section .7964. The applicant states that the "site visibility zone" does not need to be included on the site plan for the entry lane. Multnomah County Code does not specify exemptions for the entry and exit lane vision clearance areas. Section .7964 (C) states, "No sign may be located within a vision clearance area defined in subsection C.2." Subsection (C)(2) states, "Vision clearance areas are triangular shaped areas located at the intersection of any combination of rights-of-way, private roads, alleys or driveways."

The applicant constructed the trash facilities and the portals in violation of the approved site plan from DR 7-96, WRG 8-96, and HV 21-96 issued on March 28, 1997. The structures were constructed 15 feet from the rear yard property line. The required setback from the rear property line to a structure is 30 feet in the MUA-20 zone as established in Section .2138, Dimensional Requirements.

The applicant constructed a 10-foot driveway adjacent to the garages on the west side of the site. The approved site plan from the March 28, 1997 decision showed a 4-foot wide asphalt pathway instead of a driveway. This change violates the approved plan. In addition, the driveway intersects with the entry way to the site from NW Sauvie Island Road. Staff is concerned about the visibility of the site in this area.

To remain in compliance with the required 30-foot front yard and 30-foot rear yard setbacks does not restrict the use of the subject property to a greater extent than other properties in the vicinity or district. A variance is an exception to a regulation. The applicant has failed to demonstrate that the subject property is constrained to a greater extent than other properties in the vicinity by the zoning district requirement of a 30-foot front yard setback and a 30-foot rear yard setback. In addition, the applicant does not provide an explanation as to how meeting the 30-foot setback requirements from the front and rear yards would restrict or constrain the property to greater degree than it restricts other properties in the vicinity or district. The site

plan provides other places, for example, to locate the free-standing sign outside of the vision clearance area but visible from the public road. The site plan attached to the decision as Exhibit #1 illustrates the site abuts NW Sauvie Island Road for several hundred feet. The applicant does not provide evidence that this property is required to meet a setback that other properties in the vicinity are not required to meet.

The application does not meet the criteria.

- (3) **The authorization of the variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which the property is located, or adversely affects the appropriate development of adjoining properties.**

Applicant: We have enclosed signed statements from all the required neighbors stating that they approve the project. We have also provided a letter from the Drainage Improvement Co. stating that the proposed structures do not adversely affect the levee. Therefore we feel this proves that the variance will not adversely affect the property or public welfare, including the neighbors.

Staff: The applicant has provided a copy of the Property Owner Consent to Variance Request form with the required property signatures. The decision for HV 16-98 and WRG 6-98 is an administrative decision process for the two cases. The applicant has submitted this form for HV 16-98 and WRG 6-98 as the proof of the adjacent property owners' consent to the variance request submitted September 30, 1998. The adjacent property owners should have seen the plan for HV 16-98 and WRG 6-98 and thus can be considered to have consented to the variance request. Section .8515 requires, "All owners of record within 100 feet of the subject property grant their consent to the variance."

Hazardous conditions may exist on the site. The monument sign is located 15 feet from the front yard property line (in a vision clearance area). A 10-foot driveway running east/ west exists and merges with the entry drive. The site has unsafe conditions that may be materially detrimental to the public welfare or injurious to persons and property in the vicinity.

The authorization of this variance may be materially detrimental to the public welfare or injurious to the property in the vicinity or district in which the property is located, or adversely affect the development of adjoining properties. The applicant and property owners have shown a blatant disregard for the requirements of Multnomah County and in particular, the requirements established in the previously approved plan issued March 28, 1997 for DR 7-96, WRG 8-98, and HV 21-96. Major Variance requests are typically granted for projects with extraordinary on-site circumstances. The applicant obtained approval for an exception to the rule under the 1997 decision and subsequently violated the approved plans. Based on the application materials submitted and based on research of the parcels, Staff found the application has not met Variance Approval Criteria #1 and #2.

The application does not meet the criteria.

- (4) **The granting of the variance will not adversely affect the realization of the Comprehensive Plan nor will it establish a use which is not listed in the underlying zone.**

Applicant: No statement submitted.

Staff: The granting of this variance will not adversely affect the realization of the Comprehensive Plan nor will it establish a use which is not listed in the underlying zone. The application has not met Variance Approval Criteria #1, #2, and #3. The application meets criterion (A)(4).

(B) A variance shall be void if the Planning Director finds that no substantial construction or substantial expenditure of funds has occurred on the affected property within 18 months after the variance is granted. That determination shall be processed as follows:

- (1) Application shall be made on appropriate forms and filed with the Director at least 30 days prior to the expiration date.**
- (2) The Director shall issue a written decision on the application within 20 days of filing. That decision shall be based on findings that:**
 - (a) Final Design Review approval has been granted under MCC .7845 on the total project, if appropriate; and**
 - (b) At least ten percent of the dollar cost of the total project value has been expended for construction or development authorized under a sanitation, building or other development permit. Project value shall be as determined by MCC .9025(A) or .9027(A).**
- (3) Notice of the Planning Director decision shall be mailed to all parties as defined in MCC .8225.**
- (4) The decision of the Planning Director shall become final at the close of business on the tenth day following mailed notice unless a party files a written notice of appeal. Such notice of appeal and the decision shall be subject to the provisions of MCC .8290 and .8295.**

[Amended 1990, Ord. 643 § 2]

[Amended 1985, Ord. 462 § 2]

Willamette River Greenway

11.15.6350 Purposes

The purposes of the Willamette River Greenway subdistrict are to protect, conserve, enhance, and maintain the natural, scenic, historical, agricultural, economic, and recreational qualities of lands along the Willamette River; to implement the County's responsibilities under ORS 390.310 to 390.368; to establish Greenway Compatibility Review Areas; and to establish criteria, standards and procedures for the intensification of uses, change of uses, or the development of lands within the Greenway.

11.15.6352 Area Affected

MCC .6350 through .6374 shall apply to those lands designated WRG on the Multnomah

County Zoning Map.

Staff: The subject parcels, R#97117-0400 and R#97117-0420, are zoned with the Willamette River Greenway designation.

11.15.6354 Uses – Greenway Permit Required

All uses permitted under the provisions of the underlying district are permitted on lands designated WRG; provided, however, that any development, change of use or intensification of use, except as provided in MCC .6358, shall be subject to a Greenway Permit issued under the provisions of MCC .6362.

11.15.6360 Greenway Permit Application

An application for a Greenway Permit shall address the elements of the Greenway Design Plan and shall be filed as follows:

- (A) For a Permitted Use or a Use Under Prescribed Conditions, in the manner provided in MCC .8210(B);
- (B) For a Conditional Use as specified either in the underlying district or in MCC .7105 through .7640, or for a Community Service Use as specified in MCC .7005 through .7030, or for a change of zone classification, or for any other action as specified in MCC .8205, the Greenway Permit Application shall be combined with the required application for the proposed action and filed in the manner provided in subsections MCC .8210 and .8215.

11.15.6362 WRG Permit – Required Findings

A decision on a Greenway Permit application shall be based upon findings of compatibility with the elements of the Greenway Design plan listed in MCC .6372.

11.15.6364 Decision by Planning Director

- (A) A decision on a Greenway Permit application for a Permitted Use or a Use Under Prescribed Conditions shall be made by the Planning Director. The Director may approve the permit, disapprove it, or approve it with such modifications and conditions as may be consistent with the Comprehensive Plan or necessary to assure compatibility with the elements of the Greenway Design Plan. Such conditions may relate to the locations, design, and maintenance of existing and proposed improvements, including but not limited to buildings, structures and use areas, parking, pedestrian and vehicular circulation and access, natural vegetation and landscaped areas, fencing, screening and buffering, excavations, cuts and fills, signs, graphics, exterior colors, and lighting.
[Amended 1990, Ord. 643 § 2]
- (B) Within ten business days following receipt of a completed Greenway Permit application, the Planning Director shall file a decision with the Director of the Department of Environmental Services and shall mail a copy of the decision to the applicant and to other persons who request the same.
- (C) A decision by the Planning Director on a Greenway Permit application shall include written conditions, if any, and findings and conclusions. The conditions, findings, and conclusions shall specifically address the relationships between the proposal and the elements of the Greenway Design Plan.

11.15.6372 Greenway Design Plan

The elements of the Greenway Design Plan are:

- (A) The maximum possible landscaped area, scenic and aesthetic enhancement, open space or vegetation shall be provided between any use and the river.**

Applicant: Large quantities of rock fill has left the bank nearly vertical from water to bank crest. Little vegetation survives on the bank beyond a few vines and scattering of small plants. At the top of the crest there is a row of trees including many hand planted maples and other non indigenous trees with the remainder being cottonwoods. This existing vegetation will not be modified. Perhaps 15 percent of the land is covered with trees and we intend to leave them in place. The same areas that have been used for parking and storage will continue to be used as such. The trash enclosures have not affected the bank vegetation as they were built very close to the old trash enclosures.

Staff: The applicant has submitted the same response for WRG 6-98 as was submitted for WRG 8-96. Staff made findings of compliance with the criteria in the March 28, 1997 decision issued for DR 7-96, WRG 8-96, and HV 21-96. Staff notes for the purposes of this application, the applicant has not established the landscape plan as shown in the 1997 decision. In that sense, the applicant has not provided the maximum possible landscaped area between the use of the site and the river.

Therefore, the application does not meet the criterion.

- (B) Reasonable public access to and along the river shall be provided by appropriate legal means to the greatest possible degree and with emphasis on urban and urbanizable areas.**

Applicant: Access to the recreational areas will be enhanced because of the better looking, safer structures that provide storage for water related private boats and household items. The terms of the State Wetlands lease under the moorage operate call for denying public access only for safety and security – a policy agreeable to the owners of the site.

Staff: The site of the Sauvie Island Moorage provides public access to the river. The site is zoned with a rural designation of Multiple Use Agriculture (MUA-20). However, the site contains many residences as noted by the Multnomah Channel Moorage/ Marina Inventory 1997/98 and the letter from Grant Johnson dated November 16, 1998. The application meets the criterion.

- (C) Developments shall be directed away from the river to the greatest possible degree, provided, however, that lands in other than rural and natural resource districts may continue in urban uses.**

Applicant: The new trash enclosures are completely screened from the waterway and are relatively small 10 foot by 16 foot.

Staff: The applicant has constructed the trash facilities and the portals within 15 feet of the rear property line and hence closer to the river. The applicant has built the structures in violation of the approved plans issued under the decision for DR 7-96, WRG 8-96, HV 21-96 on March 28, 1997. The applicant has not completed the landscape plan as shown in the 1997 decision. The applicant

has not directed the development activity away from the river to the greatest possible degree. Nor has the applicant provided the vegetative screening shown in the 1997 decision.

The application does not meet the criterion.

(D) Agricultural lands shall be preserved and maintained for farm use.

Applicant: This land is not agricultural and has not been for 50 years or more.

Staff: The subject parcels of the Sauvie Island Moorage are not used for agricultural activities. This criterion is not applicable to this application.

(E) The harvesting of timber, beyond the vegetative fringes, shall be conducted in a manner which shall insure that the natural scenic qualities of the Greenway will be maintained to the greatest extent practicable or will be restored within a brief period of time on those lands inside the Urban Growth Boundary.

Applicant: There will be no harvesting of timber on the property.

Staff: The subject parcels of the Sauvie Island Moorage are not used for the harvesting of timber. This criterion is not applicable to this application.

(F) Recreational needs shall be satisfied by public and private means in a manner consistent with the carrying capacity of the land and with minimum conflicts with farm uses.

Applicant: See B.

Staff: The site is not used for farm use and the continued use of the site as a houseboat moorage will not be in conflict with the use of adjacent parcels for agriculture activities. Recreational needs can be satisfied by the public and private use of the site to access the river. The applicant will comply with the criterion to satisfy recreational needs in a manner consistent with the carrying capacity of the land.

(G) Significant fish and wildlife habitats shall be protected.

Applicant: All existing fish and wildlife habitats will not be affected.

Staff: The subject parcels are not identified as part of the Sensitive Big Game Wintering Areas. The proposed alterations to the site, alterations in which the applicant requests retroactive approval for the work outlined within this decision, will not alter the existing impact to the fish and wildlife habitat areas on and adjacent to the subject parcels. The fish and wildlife habitat areas will be protected. The application meets the criterion.

(H) Significant natural and scenic areas and viewpoints and vistas shall be preserved.

Applicant: A residential floating home moorage fronts the entire site along the channel. As most of the homes are two story and the channel is somewhat narrow, the view from the ware consists largely

of the homes. Above and beyond the homes are the trees that line the bank, which in their season obscure the site based structures.

Staff: The proposed alterations that the applicant requests retroactive approval for include the new location of the free-standing sign, the trash facilities, and the portals. In addition, the applicant constructed a 10-foot wide driveway instead of the 4-foot wide asphalt walkway shown on the plans in the March 28, 1997 decision. The alterations to the site plan as described within this decision, will not alter the preservation of the significant natural and scenic areas, or the viewpoints and vistas. The application meets the criterion.

- (I) Maintenance of public safety and protection of public and private property, especially from vandalism and trespass, shall be provided to the maximum extent practicable.**

Applicant: No statement submitted.

Staff: The applicant has submitted completed Service Provider forms from the Sauvie Island Volunteer Fire Department and the Multnomah County Sheriff's Department. The application meets the criterion.

- (J) The natural vegetation along the river, lakes, wetlands and streams shall be enhanced and protected to the maximum extent practicable to assure scenic quality, protection from erosion, screening of uses from the river, and continuous riparian corridors.**

[Amended 1990, Ord. 643 § 2]

Applicant: See H similar.

Staff: Again, the applicant has provided the same narrative used in the application for the 1996 case file WRG 8-96. The proposed applications, HV 16-98 and WRG 6-98, submitted September 30, 1998 are for retroactive approval of the changes made to the site. The applicant's proposed changes have already been constructed on the site. The alterations will not impact the river or the natural vegetation on the site. The applicant has not fully implemented the landscape plan from the March 28, 1997 decision. However, the criterion is specific to the natural vegetation, the riparian corridor, and the protection of the site from erosion. The application meets the criterion.

- (K) Extraction of known aggregate deposits may be permitted, pursuant to the provisions of MCC .7105 through .7640, when economically feasible and when conducted in a manner designed to minimize adverse effects on water quality, fish and wildlife, vegetation, bank stabilization, stream flow, visual quality, noise, safety, and to guarantee necessary reclamation.**

Applicant: No existing aggregate deposits will be distributed on site.

Staff: The site does not contain aggregate deposits that will be extracted. The criterion is not applicable to this application.

- (L) Areas of annual flooding, flood plains, water areas and wetlands shall be preserved in their natural state to the maximum possible extent to protect the water retention, overflow and natural functions.**

Applicant: Areas of flooding will be preserved in their natural state including the existing rip rap and shoreline vegetation. The levee will not be affected by the new construction.

Staff: The applicant has used the 1996 narrative statement (as they have throughout the WRG criteria) to address the criterion. The site work accomplished by the applicant is in violation of the approved March 28, 1997 decision. However, the alterations to the plan are similar to the approved plans and with that in mind, the changes allow the site to maintain the preservation of the natural state of the site. The site will be preserved in the maximum possible extent to protect the water retention, overflow, and natural functions. The application meets the criterion.

(M) Significant wetland areas shall be protected as provided in MCC .6376.

[Amended 1990, Ord. 643 § 2]

Applicant: There are no significant wetland areas on the site.

Staff: Multnomah County maps show the parcel does not contain significant wetlands. The site does contain significant riparian corridor habitat, as noted under Section (J) above. The application meets the criterion.

(N) Areas of ecological, scientific, historical or archaeological significance shall be protected, preserved, restored, or enhanced to the maximum extent possible.

[Renumbered 1990, Ord. 643 § 2]

Applicant: Any artifacts have long been safely capped by the Army Corps of Engineers during construction of the Island dike and the site is not listed for Archaeological digs.

Staff: The applicant states the areas of archaeological significance will be protected. In addition, the applicant shall protect the ecological, historical, and scientific significance of the site to the maximum extent possible.

(O) Areas of erosion or potential erosion shall be protected from loss by appropriate means which are compatible with the character of the Greenway. *[Renumbered 1990, Ord. 643 § 2]*

Applicant: We intend to plant all areas of new excavation outside the buildings and paving with native plants to provide erosion control. All existing planting will remain intact.

Staff: The site work has already been done and the applicant received approval for two Grading and Erosion Control permits, GEC 25-96 and GEC 19-97. If the applicant is required to move the structures in order to comply with the 1997 decision then the installation appropriate erosion control measures will be required. The application meets the criterion.

(P) The quality of the air, water and land resources in and adjacent to the Greenway shall be preserved in development, change of use, or intensification of use of land designated WRG. *[Renumbered 1990, Ord. 643 § 2]*

Applicant: There is no change of use on the site and the runoff and rain drains will be installed in new City of Portland approved soakage trenches, which is a great improvement over the existing setup.

Staff: The applicant installed the surface water mechanisms as required. The quality of the air, water, and land resources in and adjacent to the Greenway will be preserved even with the alterations and hence violation, of the previously approved site plan. The application meets the criterion.

- (Q) A building setback line of 150 feet from the ordinary low waterline of the Willamette River shall be provided in all rural and natural resource districts, except for non-dwellings provided in conjunction with farm use and except for buildings and structures in conjunction with a water-related or a water dependent use. [Renumbered 1990, Ord. 643 § 2]**

Applicant: See the proposed variance information.

Staff: The applicant received approval under DR 7-96, WRG 8-96, and HV 21-96 for a Major Variance to the requirement to meet the 150-foot setback from the ordinary low waterline of the Willamette River to a building. The March 17, 1999 site plan illustrates the two garages on the west side of the site were built as approved and within approximately 100 feet of the ordinary low waterline of the Willamette River. The applicant's request for retroactive approval is for the structures (free-standing sign, trash facilities, and portals) constructed in violation of the 30-foot front yard and the 30-foot rear yard setback requirements. In addition, Staff has found other violations of the site plan approved in the March 28, 1997 decision. The application does meet the criterion of (Q) based on the prior approval as described above.

- (R) Any development, change of use or intensification of use of land classified WRG, shall be subject to design review, pursuant to MCC .7805 through .7865, to the extent that such design review is consistent with the elements of the Greenway Design Plan.**

[Renumbered 1990, Ord. 643 § 2]

Applicant: We are submitting for design review for the new replacement structures to an existing use.

Staff: The applicant has used the 1996 narrative for the 1998 land use applications. The applicant has submitted case files HV 16-98 and WRG 6-98 as requests for retroactive land use approval for the alterations to the site. The free-standing sign, the trash facilities, and the portals have been constructed in violation of the 30-foot required front and rear yard setbacks of the MUA-20 zone. The applicant has also built a 10-foot wide driveway instead of a 4-foot asphalt walkway shown as on the 1997 plans. The applicant has not submitted a Design Review application. The applicant will be required to submit for the application in accordance with the Code requirements.

The application does not meet the criterion.

- (S) The applicable policies of the Comprehensive Plan are satisfied. [Added 1990, Ord. 643 § 2]**

Applicant: The existing trash and entry enclosures meet the Comprehensive Plan guidelines.

Staff: The applicant did not submit a narrative to address the Comprehensive Plan policies. In the letter from Staff to the applicant and the property owner, Staff requested the applicant address Comprehensive Plan Policies 13, 14, 22, 37, 38, and 40. This was noted under Item #14 of the October 27, 1998 letter from Staff. The applicant has submitted the required Service Provide forms.

The application does not meet the criterion.

Flood Hazard

11.15.6301 Purposes

The purposes of the Flood Hazard District are to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas, all in accordance with ORS 215, LCDC Statewide Planning Goal 7 and Multnomah County Framework Plan Policy 14. The regulation of uses within this District is intended to:

- (A) Protect human life and health;
- (B) Protect property and structures;
- (C) Minimize public costs for flood control projects;
- (D) Minimize public costs of rescue and relief efforts associated with flooding;
- (E) Minimize business interruptions due to flooding;
- (F) Minimize damage to public facilities and utilities including water and gas mains, electric, telephone and sewer lines, streets and bridges located in flood hazard areas;
- (G) Maintain a stable tax base by providing for appropriate use and development of areas of flood hazard;
- (H) Make the designation of property subject to flood hazards a matter of public record; and
- (I) Qualify Multnomah County for participation in the National Flood Insurance Program.

11.15.6303 Area Affected

The provisions of MCC .6301 - .6323 shall apply to all areas within the 100-year flood boundary as identified on the Flood Boundary and Floodway Maps and the Flood Insurance Rate Maps as published by the Federal Emergency Management Agency (FEMA). These maps may be periodically revised or modified by FEMA in accordance with prescribed procedures pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 92-234). These changes are technical in nature and are made in order to reflect new or revised data on base flood elevations, ground elevations, flood control structures or other factors. In order to employ the best available information and maintain compliance with Federal Flood Insurance Program regulations, Multnomah County shall utilize any such revisions or modifications upon their effective date.

Staff: Maps on file at Multnomah County include the FIRM maps and the Floodway maps produced by FEMA. The subject parcels of HV 16-98 and WRG 6-98 are shown on the FIRM maps, community panel #410179-0040B, with areas designated in Zone A and Zone B of the maps. Zone A is the area of 100-year flood and Zone B is the area subject to 100 to 500-year floods. The subject parcels are shown on the Floodway maps with areas in the 100-year flood and areas within the 500-year flood. Section .6317 of the Code applies to this site. The applicant shall provide a step backwater analysis done by a Registered Professional Engineer.

11.15.6305 Uses

In areas subject to the provisions of this Section, all uses permitted under the provisions of the underlying district may be permitted, subject to the additional requirements and limitations of MCC .6301-6323.

11.15.6315 Development Standards

The following standards shall apply to all new construction, substantial improvement or other development in areas within the 100-year flood boundary:

* * *

- (I) Land may be exempted from the requirements of MCC .6315 upon review and approval by the Director of an acceptable elevation survey, certified by a State of Oregon Registered Professional Engineer or Land Surveyor, which demonstrates that the subject land is at least one foot above the base flood level. *[Renumbered 1987, Ord. 549 § 2]*

Staff: The applicant has submitted a Floodproofing Certificate for Non-Residential Structures. The form is dated 12/2/96 and is the same form submitted for the case files DR 7-96, WRG 6-96, and HV 21-96. The Flood Certificate shows the base flood elevation at 26 feet. The applicant states the buildings are floodproofed to an elevation of 35.4 feet NGVD. The applicant also completed the portion of the Floodproofing Certificate with the following statement, "I certify that based upon development and/ or review of structural design, specifications, and plans for construction that the design and methods of construction are in accordance with accepted standards of practice for meeting the following provisions..." The application meets the criterion.

* * *

11.15.6317 Floodway Requirements

In areas identified as floodway on the Flood Boundary and Floodway Maps, the following restrictions, in addition to the requirements of MCC .6315, shall apply:

No development shall be permitted that would result in any measurable increase in base flood levels. Encroachment is prohibited, including fill, new construction, substantial improvement and other development, unless a detailed step backwater analysis, certified by a Registered Professional Engineer, is provided which demonstrates that the proposed encroachment will cause no measurable increase in flood levels (water surface elevations) during a base flood discharge.

Staff: The provisions of this Section apply to the subject parcels of HV 16-98 and WRG 6-98. The FEMA Flood Boundary and Floodway Map shows, on community panel # 410179-0040B, that the subject parcels contain areas within the 100-year and the 500-year flood boundary areas. The applicant shall provide a step backwater analysis from a Registered Professional Engineer. The applicant has not submitted a step backwater analysis.

The application does not meet the criterion.

Comprehensive Plan Policies

a. Policy No. 13, Air, Water and Noise Quality:

Case File: HV 16-98 and WRG 6-98

Staff Planner: Tricia R. Sears

Date Mailed: June 29, 1999

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(503)-248-3043

Multnomah County, ... Supports efforts to improve air and water quality and to reduce noise levels. ... Furthermore, it is the County's policy to require, prior to approval of a legislative or quasi-judicial action, a statement from the appropriate agency that all standards can be met with respect to Air Quality, Water Quality, and Noise Levels.

Applicant: The project only provides noise from the cars and trucks moving about and the trash enclosure buffers the noise from the river by covering them much more properly than what existed before with just dumpsters sitting on the ground open to view.

Staff: During the time of construction of the addition noise may increase slightly and temporarily. No significant impact on air pollution, water quality and noise quality would result from the changes to the site plan, already done, and not in compliance with conditions of approval. Thus, the actions are not in compliance with applicable agencies (eg. Sanitarian, Building Codes).

b. Policy No. 14, Development Requirements:

The County's policy is to direct development and land form alterations away from areas with development limitations except upon a showing that design and construction techniques can mitigate any public harm or associated public cost, and mitigate any adverse effects to surrounding persons or properties. Development limitations areas are those which have any of the following characteristics:

A. Slopes exceeding 20%.

Staff: The subject parcel is not identified on Multnomah County's Slope Hazard Map. The subject parcel contains soil types, Burlington fine sandy loam 0 to 8 percent slopes (6B), Sauvie Silt Loam (44) and Sauvie Silt Loam, protected (45) according to the Soil Survey of Multnomah County, Oregon. Slopes on the subject parcel, according to the soil types maps, do not exceed 20%.

B. Severe soil erosion potential.

Staff: The subject parcel soil is composed of three soil types according to the soils map on file at Multnomah County and identified in (A). Burlington fine sandy loam (6B) and Sauvie silt loam, protected (45) have a slight hazard of erosion and Sauvie silt loam (44) has a high hazard of erosion. The applicant is required to maintain Best Management Practices for erosion control before, during, and after construction.

C. Land within the 100 year floodplain.

Staff: According to the Flood Insurance Rate Maps (FIRM), the subject parcel is within the floodplain. Please see the Flood Hazard criteria within this decision document.

D. A high seasonal water table within 0-24 inches of the surface for 3 or more weeks of the year.

Staff: According to the Soil Survey of Multnomah County, Oregon soil type 44 has a "water table within a depth of 12 inches during May and June."

E. A fragipan less than 30 inches from the surface.

Staff: The fragipan of the soils of the subject parcels is not identified in the Soil Survey of Multnomah County, Oregon.

F. Land subject to slumping, earth slides or movement.

Applicant: We are not building on unstable steep portions of the site and have planted the slopes with erosion control resistant planting. The buildings are located a minimum of one foot above the flood elevation.

Staff: According to the Soil Survey of Multnomah County, Oregon the soil type 6B is subject to slumping and soil type 44 is subject to flooding.

b. Policy No. 22, Energy Conservation:

The County's policy is to promote the conservation of energy and to use energy resources in a more efficient manner. ... The County shall require a finding prior to approval of a legislative or quasi-judicial action that the following factors have been considered:

- A. The development of energy-efficient land uses and practices;
- B. Increased density and intensity of development in urban areas, especially in proximity to transit corridors and employment, commercial and recreation centers;
- C. An energy-efficient transportation system linked with increased mass transit, pedestrian and bicycle facilities;
- D. Street layouts, lotting patterns and designs that utilize natural environmental and climactic conditions to advantage.
- E. Finally, the County will allow greater flexibility in the development and use of renewable energy resources.

Applicant: The project does not limit energy conservation.

Staff: The applicant is not intensifying the use of the site or increasing the density of the site. Sauvie Island Moorage is an existing moorage. Street layouts and lotting patterns are already in place and the applicant does not propose to change them. The applicant does not propose to use renewable energy resources.

c. Policy No. 37, Utilities:

The County's policy is to require a finding prior to approval of a legislative hearing or quasi-judicial action that:

WATER DISPOSAL SYSTEM:

- A. The proposed use can be connected to a public sewer and water system, both of which have adequate capacity; or

- B. The proposed use can be connected to a public water system, and the Oregon Department of Environmental Quality (DEQ) will approve a subsurface sewage disposal system on the site; or
- C. There is an adequate private water system, and the Oregon Department of Environmental Quality (DEQ) will approve a subsurface sewage disposal system; or
- D. There is an adequate private water system, and a public sewer with adequate capacity.

Applicant: All utilities have already been approved.

Staff: The applicant has submitted the Certification of Water Service form.

DRAINAGE:

- E. There is adequate capacity in the storm water system to handle the increased run-off; or
- F. The water run-off can be handled on the site or adequate provisions can be made; and
- G. The run-off from the site will not adversely affect the water quality in adjacent streams, ponds, and lakes or alter the drainage on adjacent lands.

Staff: The applicant has not submitted a Certification of On-Site Sewage form.

ENERGY AND COMMUNICATIONS:

- H. There is an adequate energy supply to handle levels projected by the plan; and
- I. Communications facilities are available.

Staff: The application has met the criteria for communications facilities and energy supply.

c. Policy No. 38, Facilities:

The County's policy is to require a finding prior to approval of a legislative or quasi-judicial action that:

School

- A. The appropriate school district has had an opportunity to review and comment on the proposal.

Fire Protection

- B. There is adequate water pressure and flow for fire fighting purposes; and
- C. The appropriate fire district has had an opportunity to review and comment on the proposal.

Police Protection

- D. The proposal can receive adequate local police protection in accordance with the standards of the jurisdiction providing police protection.

Applicant: The fire and police all approved the project on the certifications.

Staff: The applicant has submitted the Fire District Review Service Provider form signed by the Sauvie Island Volunteer Fire Department. The applicant has also submitted the Police Services form signed by the Multnomah County Sheriff's Department.

d. Policy No. 40, Development Requirements:

The County's policy is to encourage a connected park and recreation system and to provide for small private recreation areas by requiring a finding prior to approval of legislative or quasi-judicial action that:

- A. Pedestrian and bicycle path connections to parks, recreation areas and community facilities will be dedicated where appropriate and where designated in the bicycle corridor capital improvements program and map.**
- B. Landscaped areas with benches will be provided in commercial, industrial and multiple family developments, where appropriate.**
- C. Areas for bicycle parking facilities will be required in development proposals, where appropriate.**

Applicant: The project allows for bicycle storage and access for pedestrians to the waters edge.

Staff: The subject parcel is zoned single-family residential and according to the 1997/98 Multnomah Channel Moorage and Marina Inventory. The applicant states the site has pedestrian and bicycle access.

Conclusion:

Based on the findings and conclusions noted above, the applicant has not carried the burden for the retroactive request for approval of a Major Variance to build within 15 feet of the front yard property line and to build with 15 feet of the rear property line at 17505 NW Sauvie Island Road. The applicant also constructed a 10-foot wide driveway instead of a 4-foot wide asphalt walkway. The applicant's request for a Major Variance is **denied**. The application for the Willamette River Greenway is **denied**. This notice was mailed June 29, 1999 in the manner required by ORS 197.763. Opportunity to appeal this decision and have the application considered at a public hearing will be provided until the close of business on July 9, 1999.

MULTNOMAH COUNTY LAND USE PLANNING CASE FILES WRG 6-98 and HV 16-98:

By: _____
Tricia R. Sears, Land Use Planner
For Kathy Busse, Planning Director

NOTICE:

Case File: HV 16-98 and WRG 6-98

Date Mailed: June 29, 1999

Staff Planner: Tricia R. Sears

(503)-248-3043

State law requires that mailed notice and an opportunity to appeal an Administrative Decision be provided to the applicant and nearby property owners when discretionary or subjective criteria apply to a proposal. **The tentative decision above will become final unless an appeal is file within 10 days of the date notice is mailed.** If appealed, a public hearing will be scheduled before a Hearings Officer pursuant to Multnomah County Code section 11.15.8290. If not appealed, the decision will become final on the day following the ten-day appeal period. An appeal requires a \$100.00 fee and must state the specific grounds on which it is based. To review the file, or obtain appeal forms or instruction, contact the Multnomah County Land Use Planning Division at (503)-248-3043, business hours are Monday through Friday, 8:00 AM to 4:30 PM. The Land Use Planning office is located at 1600 SE 190th Avenue, Portland, OR 97233.

Notice to Mortgagee, Lien Holder, Vendor or Seller:

ORS Chapter 215 requires that if you receive this notice it must be promptly forwarded to the purchaser.



**DEPARTMENT OF ENVIRONMENTAL SERVICES
LAND USE PLANNING DIVISION
1600 SE 190th Avenue
Portland, OR 97233 (503) 248-3043**

SUPPLEMENTAL STAFF REPORT

This notice concerns a public hearing scheduled to consider the land use case cited and described below.

Case File: HV 16-98 and WRG 6-98

Scheduled Before: One of the following three County Hearings Officer's:

Joan Chambers
Liz Fancher
Deniece Won

Hearing Date, Time, & Place: Wednesday, August 18, 1999, at 9:00 AM or soon thereafter
1600 SE 190th Avenue, Columbia Room, Portland, OR 97233.

WHAT: Bayard Mentrum has filed an appeal of case files HV 16-98 and WRG 6-98. The two land use applications were submitted as retroactive requests for approval of Major Variance and Willamette River Greenway permits. Mentrum's Notice of Appeal cites three points as the grounds for the appeal. Attorney Larry Epstein will represent the property owner and the applicant.

WHERE: 17505 NW Sauvie Island Road.
Tax Lots 40 and 42, Section 17, T2N, R1W, W.M.
Tax Account R#97117-0400 and R#97117-0420.

WHO: *Case File* Bayard Mentrum, Architect
Applicant/ 503 NW Irving, #210A.
Appellant: Portland, OR 97209.

Property Owner: Karen Carey
P.O. Box 10858
Portland, OR 97296-0858.

Approval Criteria: Multnomah County Code (MCC) MCC 11.WH.2122 et. seq., Multiple Use Agriculture (MUA-20); MCC 11.15.6350 et seq., Willamette River Greenway; 11.15. 7902 et seq., Signs; MCC 11.15.8505 et seq., Variances; MCC 11.15.8290 et seq., Appeal of Administrative Decision.

Public Participation and Hearing Process:

Application materials are available for inspection at the Land Use Planning office 20 days prior to the hearing, at no cost. Copies may be purchased for 30-cents per page. A **Supplemental Staff Report** and recommendation to the Hearings Officer **will be available 7 days prior to the hearing**. For further information on this case, contact Tricia R. Sears, Staff Planner at (503)-248-3043.

To comment on this proposal, you may write to or call the Land Use Planning office or attend and speak at the hearing. **All interested parties may appear and testify or submit written comment to the Hearings Officer.** All comments should address the approval criteria applicable to the request (outlined below). The hearing procedure will follow the Hearing Officer's *Rules of Procedure* and will be explained at the hearing.

The Hearings Officer may announce a decision at the close of the hearing, or on a later date, or the hearing may be continued to a time certain. A written decision will be mailed to the participants and filed with the Clerk of the Board of County Commissioners usually within ten days of the announcement. A decision by the Hearings Officer may be appealed to the Board of County Commissioners by either the applicant or other participants at the hearing. Appeals must be filed with the Land Use Planning Division within ten days after the decision is mailed. A fee is charged for appeals. Appeal forms are available at 1600 SE 190th Avenue, Portland, OR 97233.

Failure to raise an issue in person, or by letter, or failure to provide sufficient specificity to allow the Hearings Officer an opportunity to respond to the issue precludes subsequent appeal to the State Land Use Board of Appeals on that issue.

Multnomah County Code Criteria Being Appealed:

The Notice of Appeal: Administrative Decision submitted by Bayard Mentrum on July 9, 1999 does not specifically cite criteria of the Multnomah County Code for grounds of reversal of the administrative decision. Mentrum, the appellant, provides a narrative to address the three points listed below. The applicant narrative and Staff responses are included within this document. Please see the original NOTICE OF DECISION from July 29, 1999 for all other Code provisions, applicant narrative, and Staff responses.

The appellant lists the following points of appeal:

- 1) Trash enclosures.
- 2) Stone Monument Sign.
- 3) Driveway to Storage Units.

Multnomah County Code Appeal Criteria

11.15.8290 Appeal of Administrative Decision by the Planning Director

- (A) A decision by the Planning Director on an administrative matter made appealable under this Section by ordinance provision, shall be final at the close of business on the tenth calendar day following the filing of the written Decision, Findings and Conclusions with the Director or the Department of Environmental Services, unless prior thereto, the applicant files a Notice of Appeal with the Department, under subsections (B) and (C).

- (B) A Notice of Appeal shall contain:

- (1) The name, address and telephone number of the person filing the Notice;
 - (2) An identification of the decision sought to be reviewed, including the date such decision was filed with the Director of the Department of Environmental Services; and
 - (3) The specific grounds relied on for reversal or modification of the decision.
- (C) A Notice of Appeal shall be accompanied by the required fee, pursuant to MCC .9020.
- (D) Failure to:
- (1) File a Notice of Appeal within the time limit prescribed by subsection (A) above, or
 - (2) Pay the required fee under subsection (C) above, shall be a jurisdictional defect and shall preclude review by the Hearings Officer.
- (E) On receipt of a Notice of Appeal, the Planning Director shall schedule a hearing on the agenda for the next meeting of the Hearings Officer, for which notice can be given under subsection (F), below.
- (F) Notice of hearing on an appeal filed under MCC .8290(A) shall be as required by MCC .8220(A)(1), (2), (3), (5), (6) and (C)(1).

11.15.8295 Procedure on Appeal

Except as otherwise provided in this Section, proceedings before the Hearings Officer on matters appealed under MCC .8290(A) and appeals therefrom to the Board of County Commissioners shall be conducted according to the provisions of MCC .8230 through .8290.

- (A) A hearing before the Hearings Officer on a matter appealed under MCC .8290(A) shall be limited to the specific grounds relied on for reversal or modification of the decision in the Notice of Appeal.
- (B) The provisions of subsection MCC .8230(D) and (E) shall not apply to hearings on appeals filed under MCC .8290(A).
- (C) The findings adopted by the Hearings Officer shall specifically address the relationships between the grounds for reversal or modification of the decision as stated in the Notice of Appeal and the criteria on which the Planning Director's decision was required to be based under this Chapter.

June 29, 1999 Decision – Applicable Criteria Found to be Non-Compliant:

Staff found the application did not meet the following Multnomah County Code (MCC) sections: .2134 (A); .2134 (B); .2138 (C); .8505 (A)(1); .8505 (A)(2); .8505(A)(3); .6372(A); .6372(C); .6372 (R); .6372 (S); and .6317 in the June 29, 1999 decision for HV 16-98 and WRG 6-98.

Staff Planner Site Visits to 17505 NW Sauvie Island Road:

- 1) March 17, 1999.
- 2) July 11, 1999.

List of Exhibits:

- 1) Reduced copy of applicant site plan from the June 29, 1999 decision on HV 16-98 and WRG 6-98.
- 2) Reduced copy of the applicant site plan for DR 7-96, WRG 8-96, and HV 21-96.
- 3) Same as #2 but with Staff notes.
- 4) Reduced copy of elevation drawings from DR 7-96, WRG 8-96, and HV 21-96.
- 5) Copy of photo of east and west portals and trash enclosures.
- 6) Letter from Larry Epstein faxed on July 29, 1999 to Staff.

Applicant Request for Reversal or Modification of the Decision:

As provided by the applicant, Bayard Mentrum, on July 9, 1999 in the Notice of Appeal: Administrative Decision.

1. Trash Enclosures

On page 10 the Staff comments that the applicant mentions that the trash enclosures and entry portals are within 30 feet of the ordinary water level, but in fact the drawing I, as the applicant, submitted shows that both portals are outside the 30 feet of the ordinary high water line but are 15 feet from the property line. The entry portals are located next to the bridges to the floating homes so people may be able to locate the homes more easily from the bank above. The westerly trash enclosure is located next to the portal as planned for easy access to the home owners without having to cross traffic. The trash enclosure is also located for easy access of the trash haulers. The easterly trash enclosure is detached from the portal because of the steep rise in the land at the bridge location. The owners have greatly improved the appearance of the original trash enclosures and they are screened from the river. No one from the river channel can see the enclosures through the floating homes and trees on the bank. It seems logical to leave the portals where they are if they relate to the pedestrian bridges and locate the trash for convenience to the home owners instead of across the parking lot. The owners did receive a building permit from the City of Portland for the new portals and enclosures before they were constructed and thought this was all they needed.

2. Stone Monument Sign

The site is narrow and the entry drive drop off quite steeply. The sign was located within the front yard setback so it could be seen from Sauvie Island Road rather than down the hill and obscured. There is a wide shoulder on the road and I again drove out of the road by the sign and could easily see both directions down the road without sticking out into the pavement. The owners have stated that no one has complained about not being able to see both directions because of the curves in the roadway. The owners have again improved the appearance of the project without endangering the life and safety of anyone. We feel that if anyone from planning drove up the driveway by the sign they would see it does not block any vision clearance areas. Drivers used to go off the road on the curve going southeast on Reeder Road and now they see the sign and avoid this danger.

3. Driveway to Storage Units

A 10 foot wide asphalt drive was changed from the original 4 foot wide sidewalk to allow trucks to back down the drive to load and unload in the storage areas over the garages. This driveway will only be used when someone is moving in or out of the storage units and there is clear visibility to the entry drive.

Staff states, in there administrative decision, that hazard conditions may exist, but no one has complained to the owners about a problem and I personally drove through the sign and could easily see both directions and I suggest someone from planning do the same before passing judgement.

We have asked for a variance because of the site narrowness and steepness which greatly restricts what may be done. We stated many reasons for the variance in our original application but these were ignored in the decision by stating that the applicant failed to show any reasons for the variance. The neighbors support the changes as a much needed upgrade to the neighborhood and an improvement to the safety and security to the moorage.

The owners realize that they had to adjust these structures on site to gain the most convenient and practical location and have tried hard to improve the moorage appearance and safety for the neighborhood and are disturbed that they are being unfairly punished for these improvements. The owners will be happy to add any more planting deemed necessary by the planning staff.

Staff Response to Applicant Points of Appeal:

Intro:

The Notice of Appeal: Administrative Decision submitted by Bayard Mentrum conveys the architect's frustration with Multnomah County Code requirements for the land use applications submitted by him on behalf of Sauvie Island Moorage. Staff agrees the "improvements" have improved the appearance of Sauvie Island Moorage. Unfortunately, the aesthetics of the structures and the site are only part of the criteria that are applicable to the subject land use applications for WRG 6-98 and HV 16-98. These two applications primarily involve clear and object standards such as setback requirements. For example, a structure in the MUA-20 zone is not allowed to encroach on a rear yard setback without approval of a variance.

The applicant and the property owner are not being "unfairly punished" for the construction actions. The land use decision issued March 28, 1997 for DR 7-96, WRG 8-96, and HV 21-96 was an approval for the application materials submitted at that time. Subsequent to the land use approval, the applicant states the "owners realize that they had to adjust these structures to gain the most convenient and practical location". These adjustments were not in accordance with the approved decision issued March 28, 1997, nor were the adjustments in accordance with the Multnomah County Code. Hence, the site has been considered under violation of the original land use approvals and the Multnomah County Code. Staff issued the administrative decision on for the Major Variance, HV 16-98, and Willamette River Greenway, WRG 6-98, as a denial on June 29, 1999. A copy of the decision may be obtained from the Multnomah County Land Use Planning office. The applicant submitted the Notice of Appeal: Administrative Decision on July 9, 1999.

Staff visited the site on March 17, 1999 and July 11, 1999. Two sets of site visit photos are located in the case file for HV 16-98. In addition, it should be noted that Staff and attorney Larry Epstein have had numerous phone conversations to work through the issues on the two cases.

1. Trash Enclosures and Portals

The site plan, drawn by Bayard Mentrum, for the decision issued March 27, 1997 in DR 7-96, WRG 8-96, and HV 21-96 illustrated the placement of the two "gate portals" 30 feet from the rear property line. The site plan from 1997 illustrates the east and west portals are on the sidewalks for which they serve as entryways. Exhibit #5 contains photos of the east and west portals from a July 11, 1999 site visit.

The Dimensional Standards of the MUA-20 zone, Section .2138, specifically subsection (C), establish the setback requirements for the front (30 feet), rear (30 feet) and side (10 feet) yard setbacks. In the decision issued June 29, 1999, Staff made the finding "does not meet the criterion" under Section .2138 for the application (see page 9 of the decision).

The Staff planner who issued the 1997 decision stated that the portal and the single trash container area were attached to each other, as a single structure, in the original site plan and the elevation drawings. This

statement is substantiated by the site plan from 1997, attached as Exhibit #2, and the elevation drawings, attached as Exhibit #4. The Staff planner stated that the walkway area leading to both structures (the attached portal and trash enclosure) was longer than it exists now. That distance is evident in the difference of placement of the original approved structures and the structures that were built on the site. The walkway would have been 15 feet further into the parking lot and the 1997 site plan illustrates this. The photographs of the site illustrate the current location of the portals and trash enclosures (built as separate structures); see Exhibits #5. The east portal is distinctly detached from the east trash enclosure. The trash enclosure is larger than the approved plan and it includes a roof. The west portal is detached from the west trash enclosure. The west trash enclosure is much larger than the original plan illustrates. The site plan also illustrates the landscape area that was to be established in the area in the front of the now existing west trash enclosure. The west portal was to be placed at the end of the landscaping area. Again, refer to Exhibit #2 and Exhibit #5 for a comparison of the original site plan and the photos of the site as it exists now.

Section .6372 (A) of the Willamette River Greenway application criteria states, "The maximum possible landscaped area, scenic and aesthetic enhancement, open space, or vegetation shall be provided between any use and the river". With the modifications made by the applicant to the site plan approved in the 1997 decision, much of the original landscape plan was not implemented. Exhibits #2 and #5 can be compared for this purpose.

Section .6372 (Q) of the Willamette River Greenway application criteria states, "A building setback line of 150 feet from the ordinary low waterline of the Willamette River shall be provided in all rural and natural resource districts, except for non-dwellings provided in conjunction with farm use and except for buildings and structures in conjunction with a water-related or a water dependent use."

In the 1997 case, the Staff planner granted approval of the applicant's request for a Major Variance to the 150-foot setback from the ordinary low waterline of the Willamette River. The two structures were placed, the east and west portal/ trash enclosure structures, to the furthest point possible to still make the rear property setback and have the structure function as an entryway. Now the structures are separate. The property owner's attorney, Larry Epstein, has proposed, via phone conversation, dismantling the trash enclosures and retaining the portals in their current location.

The Design Review criteria in Section .7850 (A)(7) states, "Buffering and Screening – Areas, structures and facilities for storage, machinery and equipment, services (mail, refuse, utility wires, and the like), loading and parking, and similar accessory areas and structures shall be designed, located, buffered or screened to minimize adverse impacts on the site and neighboring properties." Screening of the trash facilities is required under this criterion.

The addition of the roof to the trash enclosure makes that a structure that must comply with the 30-foot rear yard setback of the MUA-20 zone, as established in Section. 2318 (C). Dismantling part of it would make it a non-structure and thus it would not be required to meet the required 30-foot setback. One option would be to move the trash enclosure to another location on the site. The site plan illustrates several possible locations. The structure could be retained in its current form in another location that meets the 30-foot setback requirement. Staff notes that other possible locations for the trash enclosures include the pump house building area and other portions of the parking lot. These areas would be screened even more so from the Willamette River.

The variance criteria include the standard for "practical difficulties in the application of the Chapter". Staff believes the existing site includes alternative locations for the placement of the east and west portals and the east and west trash enclosures. As stated in the decision issued June 29, 1999 in Section (A)(1) (page 11), "Staff finds the applicant has not established a condition or circumstance on the land that does not apply to other properties and that limits the site to the extent that an alternative location, within the required setbacks, could be used".

Staff recommends the Hearings Officer deny the request for the retroactive approval of the Major Variance and Willamette River Greenway applications. Staff recommends the applicant and property owner comply with the 1997 decision and site plan (for the portals and the trash enclosures), or comply with alternatives as recommended by the Hearings Officer.

2. Stone Monument Sign

Pursuant to conversations with the property owner's attorney, Larry Epstein, and his written correspondence by fax and letter, Epstein proposes to alter the existing sign. See Exhibit #6 for a copy of the letter from Epstein. The property owner has hired Group Mackenzie to evaluate the vision clearance triangle for the existing sign. Epstein states the property owner is willing to alter the sign to comply with the provisions of MCC 11.15.7964 Sign Placement. Subsection (C)(2) includes the statement, "The height of the vision clearance area is from three feet above grade to ten feet above grade." This would render the violation by the existing sign, of Section .7982 (NN) not applicable. It should be noted that under Section .7964(F), "Signs may be erected in required yards and setbacks," a sign can be placed within a required setback. Staff regrets the error stated on page 10 of the June 29, 1999 decision.

Given the attorney's written and verbal statements offering to alter and relocate the existing free-standing sign, it is likely that for the purposes of the public hearing on the appeal the issue of the placement of the sign will have been resolved (or at least well underway to being resolved).

3. Driveway to Storage Units

The original 1997 site plan, attached as Exhibit #2, illustrates the sidewalk adjacent to the garages. The applicant built a 10-foot wide road inside of a 4-foot wide asphalt walk. Larry Epstein has stated, via phone conversation and by fax, that Group Mackenzie engineers will evaluate the traffic safety impact of the driveway's proximity to the entryway to the Sauvie Island Moorage. Based on the slope and the proximity Staff stated, in the June 29, 1999 decision, that hazardous conditions may exist. At the time, the applicant did not provide a statement regarding the level of safety of the intersection.

So long as the property owner can provide verification the intersection of the 10-foot wide driveway and the entryway to the site is not a hazardous intersection, Staff has no issues with allowing the driveway to remain as it currently exists.

Staff recommends the Hearings Officer evaluate the level safety of the intersection and if it can be found to be a safe intersection, allow the intersection to remain as it currently exists.

Conclusion:

Staff: Staff recommends the Hearings Officer make findings on the three points listed above. Staff believes the sign issue discussed in item #2 will be a non-issue by the time of the public hearing. Staff believes the driveway issue can be resolved through an evaluation of the traffic impact of the intersection of the driveway and the entryway to the subject parcels of Sauvie Island Moorage. Staff recommends the Hearings Officer deny the request for the approval of the Major Variance for the portals and trash enclosures because the subject parcels provide alternative sites for placement of the structures and/ or modifications to the structures that would allow the structures to meet the applicable Code provisions. In addition, Staff recommends the Hearings Officer apply the landscaping requirements from the March 28, 1997 decision.

MEETING DATE: NOV 04 1999
AGENDA NO: UC-2
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Authorizing Advance Distribution of Property Tax Funds to Districts
Receiving \$50,000 or less

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: November 12, 1999
AMOUNT OF TIME NEEDED: 3 to 5 minutes

DEPARTMENT: DSS **DIVISION:** Finance

CONTACT: Dave Boyer **TELEPHONE #:** 248-3903
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

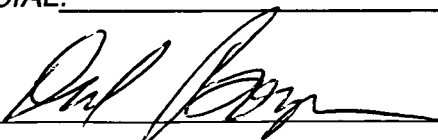
ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution authorizing advance distribution of funds form the County General Fund to property taxing districts as allowed under ORS 311.392.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: 

CLERK OF
COUNTY COMMISSIONERS
99 NOV - 2 PM 1:52
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SUPPORT SERVICES FINANCE DIVISION

COUNTY COMMISSIONERS

BEVERLY STEIN, CHAIR
DIANE LINN, DISTRICT #1
SERENA CRUZ, DISTRICT #2
LISA NAITO, DISTRICT #3
SHARRON KELLEY, DISTRICT #4

DIRECTORS OFFICE
ACCOUNTS PAYABLE
GENERAL LEDGER
PAYROLL
TREASURY
LAN ADMINISTRATION

PORTLAND BUILDING
1120 SW FIFTH AVE, SUITE 1430
PO BOX 14700
PORTLAND, OR 97293-0700
PHONE (503) 248-3312
FAX (503) 248-3292

CONTRACTS
MATERIEL MANAGEMENT
PURCHASING

FORD BUILDING
2505 SE 11TH 1ST FLOOR
PORTLAND, OR 97202
PHONE (503) 248-5111
FAX (503) 248-3252
TDD (503) 248-5170

MEMORANDUM

TO: Board of County Commissioners

FROM: Dave Boyer, Finance Director *DB*

DATE: November 2, 1999

Requested Placement Date: November 4, 1999

SUBJECT: Advance Distribution of Property Tax Funds to Districts Receiving
\$50,000 or Less

I. Recommendation/Action Requested:

Adopt Resolution authorizing the advance distribution of property tax levies that are \$50,000 or less.

II. Background/Analysis:

Under ORS 311.392, the County is authorized to pay, in advance, the total property tax levies, less the 3 percent discount, to districts if it is more economical to do so.

The County has historically used the provision to advance pay districts. We have determined that it is more efficient to pay all districts with a levy of \$50,000 or less rather than maintain separate accounts for each district for the next nine to ten years.

This advance payment impacts 18 taxing districts. The total levy amount of \$211,835 is reduced by \$6,355 (3 percent discount) for a total advance of \$205,480.

Board of County Commissioners
November 2, 1999
Page 2

III. Financial Impact:

No financial impact to the County. The \$205,480 property tax advance will be collected by the County.

IV. Legal Issues:

None.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

Is consistent with County policy.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

None.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Advance Distribution of Funds from the Multnomah County General Fund to Property Taxing Districts as Allowed Under ORS 311.392.

The Multnomah County Board of County Commissioners Finds:

- a. ORS 311.392 allows for the advance distribution of property tax monies from the County General Fund to taxing districts if, in the discretion of the County, it is more economical to do so.

The Multnomah County Board of Commissioners Resolves:

1. The Director of Finance is authorized to distribute funds prior to December 1, 1999 in advance, to those various tax levying districts whose annual levies are \$50,000 or less for the fiscal year 1999-00. In addition, the Director of Finance is ordered to deduct from the levy the three percent discount, which would have been given had all the taxes been paid by November 15, 1999.
2. All taxes advanced by the Multnomah County General Fund will be reimbursed to the Multnomah County General Fund when collected.

ADOPTED this 4th day of November, 1999.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By  _____
John Thomas, Assistant County Counsel

SPEAKER SIGN UP CARDS

DATE 11-4-99
NAME ROGER TROEN
ADDRESS 4226 N. MONTANA AV.
PDV, OR 97217
PHONE 287-7894
SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC ANIMAL CONTROL R-1
GIVE TO BOARD CLERK

I. Does Animal Control have a publicity person?

If so, what is he doing or what does he need to do to reach our immediate goals which are:

GOAL:

(An immediate committment to no-kill;

Methods to Accomplish Goal

1. an aggressive marketing and publicity strategy to accomplish this,
2. a reinstatement of the highly successful hotline by Animal Aid.

Please see attached articles from Curry County and note that these goals were met because of leadership committed to NO-KILL .

Thank you for reviewing this.

Port Orford Today!

Serving the Port Orford area since 1990

Vol. 10 Number 29

Thursday, July 22, 1999

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The Downtown Fun Zone

Evan & Valerie Kramer, Owners
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Port Orford, OR 97465
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Evan: evan@harborside.com

Nancy: ... nancyab@harborside.com

Brenda: . dellama@harborside.com

<http://www.harborside.com/funzone>

Animal Control Changes

By Evan Kramer



Big changes have been made in the Curry County Animal Control Department. Ted Hawkinson retired as Animal Control Officer on June 28. The animal control department was switched from being part of the Sheriff's Department and in his budget to being under the supervision and budget of the Curry County Commissioners on July 1. The commissioners hired Charles Garayalde as the new animal control officer. He will work twenty hours a week. Garayalde worked as Manager and Animal Control Officer at the Healdsburg Animal Shelter for five years from 1989 to 1994. He will begin working for Curry County on July 22.

Olds said other changes in the animal control department are the animal shelter in Gold Beach will be open seven days a week, from 8:45am to 3:45pm. Al Pearson is running the animal shelter as part of a work release program from the community justice center. Olds said that in the first week of July more dogs were adopted out than the entire month of June when Hawkinson ran the animal shelter. Olds stated his goal for the department was to

put down no more dogs. He said the Multnomah County Oregon Humane Society had called him and offered to give a second chance to any dogs held in the Curry County shelter over 30 days.

Most importantly to North Curry County residents, Commissioner Olds stated Garayalde will be in the North part of the County twice a week at minimum and will respond to calls for service. He will be driving around in a little brown animal control truck with a couple of cages on the back.

I can't thank Lloyd Olds and his fellow commissioners enough for these changes in the animal control department. It's one of the best actions they've taken since they were elected.

CURRY COUNTY ANIMAL CONTROL

Trig Garayalde
Animal Control Officer

Al Pierson
Shelter Staff

29921 AIRPORT WAY
P.O. Box 746
GOLD BEACH, OREGON 97444



COMMISSIONERS

LLOYD OLDS
BILL ROBERTS
CHERYL THORP

MACK ARCH ON THE CURRY COAST.

(541) 247-2514

(541) 247-2718 (FAX)

October 14, 1999

Claudia Smith
Portland Animal Control
3406 N.E. 88th
Portland, Or. 97220

Dear Claudia:

Here are the articles I promised you. We are very lucky to have the support of the local paper to cover our shelter and say positive things about us weekly and sometimes even twice a week.

More than anything else I think having people who really like working with dogs is the key to the success we enjoy. Both Trig and I have the desire to make the shelter a better place for the dogs and more attractive in appearance and atmosphere. That always works out well and shows in the numbers of adoptions.

Last month we did 237% of September last year in income and some of the statistics are up 400% such as adoptions and return to owners.

I hope some of these articles help give you some ideas you can work with.

Please feel free to give us a ring anytime and we can brainstorm some ideas.

Hope to hear from you soon,

Al Pierson
Shelter Staff

Trig Garayalde
Animal Control Officer

Al Pierson

TRIG GARAYALDE

Crowd reaching critical state at county animal shelter

By **WILLIAM LUNDQUIST**
Pilot Staff Writer

GOLD BEACH – The Curry County Animal Shelter is reaching a critical mass with 63 dogs available for adoption.

New arrivals include Jack, a black and tan, 16-month-old, 105-pound male rottweiler mix, described as good and friendly.

Bear is a 9-month-old, 60-pound, brindle male shepherd mix, described as a pretty, friendly and nice dog.

Tripod, the three-legged dog that was in some demand for adoption a couple of months ago, has been returned by his new owner.

Tripod is a wonderful dog, but like many dogs, likes to chew on things such as hoses. He needs a little more discipline than his elderly owner could provide.

Meanwhile, he has been fixed, groomed, given all his shots and is ready to go.

Eight newborn purebred Australian shepherd puppies, four male and four female, will be available for adoption at the end of October. They'll go quick, so reserve one now.

Five purebred Jack Russell terrier puppies were all spoken for in a couple of days.

There are plenty of other puppies available, in-

cluding a litter of flat-coated retriever/sharpei pups, a litter of three 4-month-old black and white female pointer mixes, and a lone shepherd/rottweiler puppy.

Eight Labrador/chow/Dalmatian puppies were turned in Thursday.

Two pregnant females have been turned in at the shelter, so more puppies are on the way. Most of the other new arrivals are also under a year old.

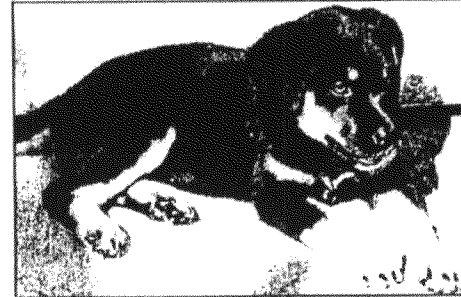
One is a 7-month-old, 60-pound, brindle male Staffordshire terrier. Another is a 15-pound, 4-month-old black and white male Australian shepherd with a bobbed tail.

The shelter also has a beautiful, friendly 4-month-old black female Labrador, and a 10-pound, 3-month-old black and tan female Labrador/shepherd mix that was abandoned at McKays in Gold Beach.

Other dogs include a beautiful, playful 25-pound, 5-month-old black male chow, a pretty 10-pound, 4-month-old, black, white and tan, male Labrador/rottweiler mix, and a strong and healthy year-old black male sharpei/labrador mix.

Many dogs have been confined for weeks and become very excited when they see people. Most calm down considerably when at their new homes.

The adoption fee is not refundable, but if new owners find that their dog does not adjust to its new home, they may exchange it for another within 10



Puppy waits for home at shelter.

days.

The county charges a \$25 adoption fee for each dog. New owners must also purchase a license and rabies shot if the dog is more than 6-months-old or has a permanent set of canine teeth.

Photographs of available dogs may be seen on the Internet at <http://oregoncoast.net/pups.html>.

To find the shelter, turn west at the stoplight next to the county courthouse, drive down the hill to Airport Way, turn right and drive to the end of the street.



The Pilot William Lundquist

Al Pierson gets a wet kiss.

The shelter is open from 8:15 a.m. to 4:15 p.m., seven days a week. Call (541) 247-2514 for information.

Overcrowding may prompt euthanasia

GOLD BEACH - Overcrowding at the Curry County Animal Shelter may once again force the euthanasia of several dogs, in spite of a media campaign that has placed many animals in new homes in recent weeks.

The 31 dogs available for adoption are packed three or four to a kennel, which can lead to fights.

Time is running out for some fine pets who are literally "picks of the litter."

A black and tan male German shepherd mix, 8 months old, was recently given to the shelter by owners who wanted to travel without him.

He has had all his shots and is described as a good watchdog and good with children. Volunteer Candance Pigott called him a really nice dog." A black and brown German shepherd mix is also available.

The shelter also has a male black Labrador mix puppy found in the Price and Pride parking lot in Brookings.

The shelter still has a 10-week-old black and white female rottweiler/terrier mix puppy and three 10-week-old doberman mix puppies.

Buddy is a 3-year-old black Labrador male described as a good watchdog and good with children and cats.

Shellie is a year-old female black and white Labrador mix. She is spayed, and is also good with children and cats and is a good watchdog.

James is a 6-month-old black and white male Labrador puppy that is good-humored and fun loving.

Dylan is a black and white female retriever/Labrador mix that has a great disposition and loves to play soccer. She is 6 months old, is spayed and has her shots.

Bonnie is a black and gray fe-

male Australian shepherd. The shelter also has a black, brown, white and gray male purebred Australian shepherd. He is described as a good watchdog and good with children and cats.

The shelter also has a brown and gray Australian shepherd mix and a black and gray chow/Australian shepherd mix.

Coco is a 6-month-old female black Labrador mix with a white spot on her chest. Jack is a black and tan male rottweiler mix.

The shelter always has plenty of Labrador mixes. This week's selection includes two black males, an 11-month-old black female, a black, brown and white female, a black 9-month-old female with a white neck and toes and two black females.

Also available is a year-old black, brown and white male Saint Bernard mix. He's been neutered and is very friendly.

This is also a good week for huskies at the shelter. Potential new owners can choose between a black and gray mix and a 8-month-old black female Labrador/husky mix.

The shelter also has two male pit bull mixes, a brindle pit bull mix puppy, and a black and white male Dalmatian.

The county charges a \$25 adoption fee for each dog. New owners must also purchase a license and rabies shot if the dog is more than 6 months old or has a permanent set of canine teeth.

To find the shelter, turn west at the stoplight next to the county courthouse, drive down the hill to Airport Way, turn right and drive to the end of the street.

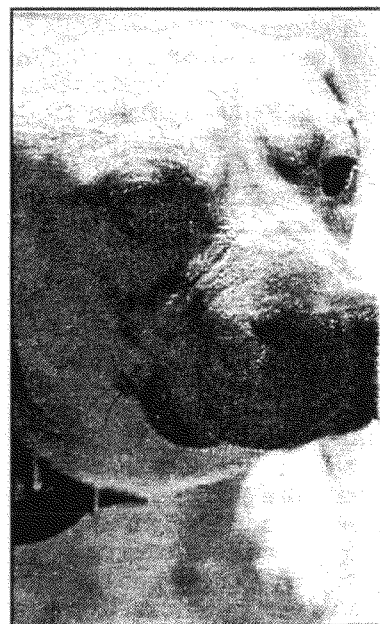
The shelter is open 10 a.m. to 3:30 p.m. Monday through Friday and noon to 4 p.m. Saturdays. Call (541) 247-2514 for more information.



Al Pierson, a volunteer at the shelter, with his favorite club of puppies that are available for adoption.



Australian Shepherd makes good watch dog.



Rottweiler needs home with room to roam.

Sanitary board

New policies to cover shelter

GOLD BEACH – Major policy decisions for the Curry County Animal Shelter were announced to the county commissioners Tuesday by veterinarian Barbara Barke, a member of the Animal Control Advisory Committee.

Barke said from now on, all pregnant dogs coming into the shelter will be spayed. No puppies will be born at the shelter.

Barke said the shelter has no incubator to take care of new puppies. They tend to sicken and die.

All dogs brought to the shelter will also be vaccinated before they enter. Barke said prevention is important because there are no funds to treat sick dogs.

She said a shelter dog that contracted parvo had to be euthanized. From now on, all dogs will be screened for parvo and vaccinated. A quarantine kennel has been set up.

Contrary to rumor, there is no parvo epidemic at the shelter, and Barke wants to make sure there never is. She doesn't want the shelter spreading diseases to other dogs in the county.

She said the dogs are cleaner, better fed and happier under the care of Animal Control Supervisor Trig Garayalde and shelter attendant Al Pierson.

The shelter will also institute a fee for dogs being dropped off at the shelter for adoption.

Commissioner Cheryl Thorp worried that people will just

dump their dogs instead of taking them to the shelter.

Barke said Garayalde would then pick them up on patrol. She said people get very creative in Curry County. Some might drop their dogs off, let the county spay and vaccinate them, and then adopt them back at \$25.

She said a fee is necessary to pay those costs, and for room and board.

County Counsel Jerry Herbage advised the commissioners to get a list of the proposed fees and policies and pass an order approving them.

Pierson said if all the dogs in the county were licensed, as required by state law and county ordinance, the shelter would have enough income to meet its costs.

He said only 2,300 a year are licensed out of a total population of 7,500 to 10,000 dogs. He said people with \$500,000 homes refuse to pay \$6 for a license. None of the 53 dogs now in the shelter have been licensed.

Barke sells licenses at her office, but said people don't believe they need them if they live outside a city. They also don't believe the law will be enforced.

Commission Chairman Lloyd Olds said people have been given a grace period, but that the county will soon announce that it will begin issuing citations for failure to license.

Barke suggested they first

launch a positive campaign urging people to license their dogs because the fees go straight to the shelter to help animals.

She said those fees will pay to help prevent disease at the shelter, which could spread throughout the county.

Licenses also help owners get their lost dogs back. The county is considering returning any lost dog with a license back to its owner free, at least the first time it gets lost.

For the license to do any good, however, the dog must wear the tag on a collar. New identification chips being embedded under the skin can also be scanned at the shelter and cross-referenced with licenses.

Barke said the license is based on a current rabies shot. Dogs must be vaccinated every three years or their owners are subject to a \$1,000 fine, according to state law.

If a dog bites someone and does not have a rabies tag, it has to be euthanized to check for rabies. A rabies tag can help out with homeowners insurance, too.

The shelter is still overcrowded. Garayalde said, with only 12 runs, space is always a problem. To help out, eight more dogs will be transported to the Humane Society in Portland.

Garayalde said he also needs food, bleaches, equipment and more volunteers. The shelter

currently goes through 55 pounds of adult dog food in a day, along with 10 pounds of puppy food.

Barbara Davis has helped out by donating a pallet-load of 40-pound bags of food. Her forum in *The Pilot* has also resulted in \$300 in donations and more food.

The cellular phone donated by Ramcell to use in the county animal truck is also working well, saving Garayalde patrol time that would have been wasted doubling back to Brookings.

Olds thanked everyone for their efforts and said the shelter has improved greatly.

He said the challenge now is to teach pet owners responsibility. He said some people just like puppies and dump them every few months and get new ones.

"If education doesn't work," he said, "Fines will."

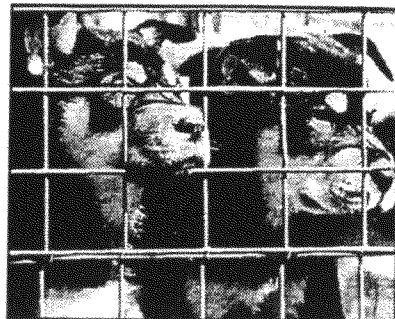
50 dogs crowd county animal shelter

GOLD BEACH - There are 50 dogs now awaiting adoption at the Curry County Animal Shelter.

The shelter was able to find homes for 45 dogs in August, a new record, but they are still coming in faster than they are going out.

Animal Control Supervisor Trig Garayalde is now spending more than 40 hours a week patrolling the county and his efforts have brought in far more dogs than the 12-kennel facility was designed for.

The shelter is open from 8:15 a.m. to 4:15 p.m., seven



11-week-old shepherd and rottweiler male puppies are ready for new homes.



4-month-old golden lab waits for adoption.



This red and gold mastiff shepherd is 6 months old and weighs 25 pounds.

New arrivals at the Curry County Animal Shelter

	Name	Breed	color	sex	age	weight
Aug. 20	???	Yellow lab	Yellow	M	3	60 pounds
Aug. 24	???	Great pyrenees	white/gold spots	M	5	120 pounds, long hair
Aug. 25	???	German wirehair pointer	Gray/white	M	1 1/2	45 pounds, wire hair
Aug. 25	Scarlet	Shepherd/rottweiler	Black/brown/brindle	F	1 1/2	75 pounds, medium hair
Aug. 27	Split Face	Border collie/Aus. shepherd	Black, gray spots	M	8 mo.	25 pounds, thin dog
Aug. 27	Gray Dog	Border collie/Aus. shepherd	Gray, black spots	F	8 mo.	25 pounds, thin dog
Aug. 27	Brown Dog	Border collie/Aus. shepherd	Brown	M	8 mo.	25 pounds, thin dog
Aug. 27	Bo	Border collie/Aus. shepherd	Black and brown	M	8 mo.	25 pounds, thin dog
Aug. 27	O.J.	Border collie/Aus. shepherd	Black	M	2	33 pounds
Aug. 27	???	German shep.	Red/gold	M	6 mo.	25 pounds
Aug. 27	???	German shep.	Brown/red gold	F	6 mo.	25 pounds
Aug. 30	???	Shepherd	Black	F	1 1/2	
Aug. 30	???	Collier/terrier	Tan	F	1	
Aug. 31	???	Aus. Shepherd	Black/white	F	11 wks	
Aug. 31	???	Aus. Shepherd	Black/white/tan	F	11 wks	
Sept. 2	???	Lab	Black	M	4 mo.	

County sends eight dogs to Portland, homes sought

By WILLIAM LUNDQUIST
Pilot Staff Writer

GOLD BEACH — Zeus and Paris, longtime residents of the Curry County Animal Shelter, were among the eight dogs taken up to the Portland Humane Society to help relieve crowding.

There are still more than 40 dogs awaiting for new homes, and shelter volunteer Candace Pigott said the overcrowding results in fights and strange

behaviors.

She said some dogs are literally bouncing off the walls. The dogs are packed four to a kennel in a shelter built for about a dozen. Shelter workers try to let them out in the back as much as possible.

Pigott said three of the dogs were turned in pregnant, and could soon add up to 30 puppies to the population.

With Animal Control Supervisor Trig Garayalde on patrol, new dogs are brought in every

day.

As dogs are packed in tighter and tighter, some for months on end, Pigott said it raises the question of whether euthanizing some of them might be better for the whole population.

The shelter is eager to find homes for enough dogs so that it never has to make that choice.

Photographs of available dogs may be seen on the Internet at <http://oregoncoast.net/pups.html>.

net/pups.html.

The county charges a \$25 adoption fee for each dog. New owners must also purchase a license and rabies shot if the dog is more than 6 months old or has a permanent set of canine teeth.

To find the shelter, turn west at the stoplight next to the county courthouse, drive down the hill to Airport Way, turn right and drive to the end of the street.

The shelter is open from 8:15 a.m. to 4:15 p.m., seven days a week. Call (541) 247-2514 for information.



Young Aussie mix is waiting for a new home at the county animal shelter.



10-week-old lab puppy smiles for photographer Candace Pigott.

Partial list of dogs waiting for adoption at
Curry County Animal Shelter

INTAKE	NAME	BREED	COLOR	SEX	AGE	DESCRIPTION
July 8	???	Rottweiler/shepherd	Black/tan/brown	M	2-3	70 pounds
July 22	???	Lab/sharpei	Black	M	1	55 pounds, short hair
July 25	Myles	Retriever	Black	F	2	60 pounds, long hair
July 28	Conan	Collie/rottweiler	Black/white	M	8 mo.	30 pounds
July 30	???	Golden lab	tan/brown	M	4 mo.	Beautiful puppy, 20 pounds
Aug. 3	Sara	Lab X	Black	F	2	50 pounds, stocky, heavy coat
Aug. 9	Bonnie	Blue heeler/Aus. shepherd	Merle/Blue/gray	F	2	25 pounds
Aug. 14	???	Shepherd/rottweiler	Black/tan/brown	M	12 wks	Puppy, medium hair
Aug. 14	???	Rottweiler/shepherd	Black/brown	F	2	80 pounds, medium hair
Aug. 15	???	Retriever	Black/brown	M	2 wks	7 pounds
Aug. 15	???	Retriever	Tan	M	2 wks	7 pounds
Aug. 15	???	Retriever	Brindle	M	2 wks	7 pounds
Aug. 15	???	Retriever	Black/white	F	2 wks	7 pounds
Aug. 15	???	Retriever	Black	F	2 wks	7 pounds
Aug. 15	???	Retriever	Black/white	M	2 wks	1 pound puppy
Aug. 15	???	Sharpei	Black	F	1	30 pounds, short hair
Aug. 16	???	Aus. shepherd	white/brown/tan	F	3	35-40 pounds, long medium hair
Aug. 16	???	Bulldog	Brown/black	M	3 plus	45 pounds, medium hair
Aug. 17	???	Shepherd/rottweiler	Black/tan/brown	M	12 wks	Puppy, medium hair
Aug. 17	???	Shepherd/rottweiler	Black/tan/brown	M	12 wks	Puppy, short hair
Aug. 19	???	Boxer/whippet	white/tan	F	10 mo.	50 pounds, short hair
Aug. 20	???	Yellow lab	Yellow	M	3	60 pounds
Aug. 24	???	Great pyrenees	white/gold spots	M	5	120 pounds, long hair
Aug. 25	???	German wirehair pointer	Gray/white	M	1 1/2	45 pounds, wire hair
Aug. 25	Scarlet	Shepherd/rottweiler	Black/brown/brindle	F	1 1/2	75 pounds, medium hair
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Aug. 31	???	Aus. Shepherd	Black/white	F	12 wks	
Aug. 31	???	Aus. Shepherd	Black/white/tan	F	12 wks	
Sept. 2	???	Lab	Black	M	4 mo.	

Plus, three dogs involved in goat killing incident.



This young shepherd cross has been described as cheerful and funny.

held last weekend at the Curry County Fairgrounds.

ANIMAL ADVISORY BOARD MEETS WITH COM.

Donations Help Keep Shelter Functioning

In a special meeting with the Board of Curry County Commissioners Tuesday morning, members of the Animal Control Advisory Board, along with Curry County Animal Shelter Supervisor Trig Garayalde and Al Pierson, his assistant, updated Commissioners Lloyd Olds, Bill Roberts and Cheryl Thorp on the current status of the shelter.

Olds, who noted that Thorp had asked for the meeting to introduce the Advisory Board and shelter staff and share information, prefaced his remarks by noting that the shelter is not the same as before. It's a "pleasant place to visit," he explained, adopting out animals at a rate of about 30-35 per month.

Following his comments, he asked Garayalde to share his concerns along with discussing the positive aspects of the shelter. Concerns, the new Animal Shelter Supervisor said, centered around finances. Runs, he pointed out, were a problem since the shelter has only 12 currently. "We need more space," he said.

The other major concern, Garayalde acknowledged, was the ongoing problem with viruses. Volunteers, he pointed out, could help the situation by assisting with cleaning, freeing Pierson to take care of the phones.

Garayalde noted that the shelter has received a number of donations, including flea spray, dog food and other items. But, he added, even with the large donation of bags of

food, the animals consume approximately 55 pounds of adult dog food per day and 10 pounds of puppy food.

Gold Beach veterinarian Barb Barke, who Olds praised for her volunteer role in keeping animals at the shelter healthy, told the Commissioners that things were changing at the facility, including the spaying of pregnant dogs that came into the shelter.

Barke, a member of the Animal Control Advisory Board, also explained that the philosophy at the shelter was to prevent problems before they happened, including vaccinating every animal that came into the facility. "We vaccinated every dog last week," she said.

She also pointed out that Pierson had set up a quarantine kennel and that her office screens every dog for parvo. Barke also praised the staff for their efforts. "They're feeding them better and doing a better job of caring for them," she said. She also stated that the shelter planned to charge a fee for placing dogs in the pound although Thorp questioned that policy, feeling that people would just leave their animals on the street if they had to pay.

"Trig will pick them up anyway," Olds said, but he agreed with County Counsel Jerry Herbage that an order stating that the fee would be charged should be drafted by the Commissioners.

Licensing problems were also cited as Pierson told the Commissioners that "four to five times as many dogs aren't licensed. We're losing fees," he said. "Some won't pay the \$6 fee to get them li-

TC 463 - 6-01-00
34R - SOSAINTAL



Two Bit is a 1-year-old, 35-pound, foxhound/collie with bright eyes and light brown and white fur.



Queenie is 7-months-old and weighs only 20 pounds. She's housebroken, likes children and is expected to remain small.

Family portrait offered for dog's adoption

By WILLIAM LUNDQUIST
Pilot Staff Writer

GOLD BEACH - Looking for a great dog? Looking for a great deal?

Photographer Candace Pigott, a volunteer at the Curry County Animal Shelter, will give a free family portrait session to whoever adopts Zeus and/or Paris, two German shepherds.

The pair were dropped off at the shelter in June by a family moving to Los Angeles. They have all their shots and have been well cared-for.

Zeus is a 9-month-old tan, black and white male, about 60 pounds. He's young, friendly and energetic.

Unfortunately, he and Paris have been at the shelter so long they are getting stressed and no longer make a good first impression on visitors. They only get out of their small kennel for about an hour and a half a day.

The story of two other German shepherds, young puppies, had a happy ending when their owner found them at the shelter.

They apparently wandered off from their home when they were under medication and didn't have the strength to return.

They were found by Diana and Robert Crandell who not only brought them safely to the shelter, but donated \$50 to help out.

Luckily, the owner thought to call the shelter. Had the puppies been licensed, the shelter would have contacted her. They are licensed now.

The shelter has found homes for 24 dogs so far in August. Unfortunately, it has taken in 22 new dogs, leaving the total at 28 still looking for homes.

This week's selection includes a young male collie/rottweiler, a 7-year-old male purebred Australian shepherd, and a 40-pound brown and brindle male pit bulldog mix, neutered.

Bonnie is a 30-pound, 2-

year-old, black, gray and blue female Labrador/blue heeler mix. She is very friendly, good with children, and has had all her shots.

The shelter also has a 125-pound male Great Pyrenees found on the highway near Pacific High School, and a healthy young standard schnauzer/pointer, black with white spots.

Queenie is a 20-pound, 7-month-old, black, brown and tan female spaniel mix. She is housebroken, good with children, and comes with a \$25 spay certificate. She's also housebroken and will stay small.

Two-bit is a 35-pound, year-old, white, black and tan foxhound/collie. A 14-week-old male Labrador puppy with white feet is anxiously looking for a new owner. He's chocolate-colored and extra sweet.

Nicki is a beautiful young female malamute. She's calm and probably a purebred. Nelson is a purebred male Labrador, but has not been neutered.

Roosevelt is a 55-pound black male Labrador/sharpei. He's nice and calm and has been neutered. Nana is a 75-

pound female Labrador/rottweiler, good with children and cats. She's good on a leash and also a good watchdog.

Many dogs have been confined for weeks and become very excited when they see people. Most calm down considerably when at their new homes.

The adoption fee is not refundable, but if new owners find that their dog does not adjust to its new home, they may exchange it for another within 10 days.

The county charges a \$25 adoption fee for each dog. New owners must also purchase a license and rabies shot if the dog is more than 6 months old or has a permanent set of canine teeth.

Photographs of available dogs may be seen on the internet at <http://oregoncoast.net/pups.htm>.

To find the shelter, turn west at the stoplight next to the county courthouse, drive down the hill to Airport Way, turn right and drive to the end of the street.

The shelter is open 8:30 a.m. to 3:45 p.m., seven days a week. Call (541) 247-2514 for more information.



Roosevelt

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www.oceanassociates.com

Pilot ads work

Crowd forms at animal shelter

By **CHUCK HAYWARD**
Pilot Staff Writer

GOLD BEACH – Crowd control at the Curry County Animal Shelter is getting somewhat difficult with 43 canines, including six brand new puppies, in residence.

The puppies were born Aug. 15 to a young pure black retriever who was dropped off at the shelter 18 days ago. The shelter was not informed that she was pregnant.

Candace Pigott, a volunteer at the shelter, said the pups are not adoptable for five weeks, "but people could prepay and pick out the one – or ones – they want."

Pigott said the Portland Humane Society has agreed to take some of the dogs and the county commissioners are looking for a volunteer or volunteers to transport them to Portland. Call the shelter at (541) 247-2514 for information.

The shelter is open from 8:30 a.m. to 3:45 p.m. seven days a week.

Pigott said Queenie, the 20-pound female spaniel mix that was advertised as good with children has been adopted, but Sarah, a 30 pound light tan and white Australian Shepherd mix is available.

Also available is a year old purebred German wirehaired pointer male. These are bred as hunting dogs and are known to be "comical" companions.

The offer of a free family portrait still stands for Zeus and Paris, two German shepherds.

Pigott offers a portrait session to anyone who adopts one or both of the 10-month-old males.

"These guys have been at the shelter since June and don't always make a good first impression on visitors," Pigott said.

The pair were dropped off by a family moving to Los Angeles. They have all their shots and have been well cared-for.

Also eager for adoption are six shepherd and rottweiler puppies 6 weeks old. The one pictured is "Sinatra," named for "Ol' Blue Eyes."

A 14-week-old male Labrador puppy with white feet is also looking for a new owner. He's chocolate-colored and extra sweet.

Two-Bit is a 35-pound, year-old, white, black and tan foxhound/collie.

Nicki is a beautiful young fe-



Sinatra poses for photo.



Sarah wants new home.

male malamute. She's calm and probably a purebred. Nelson is a purebred male Labrador, but has not been neutered.

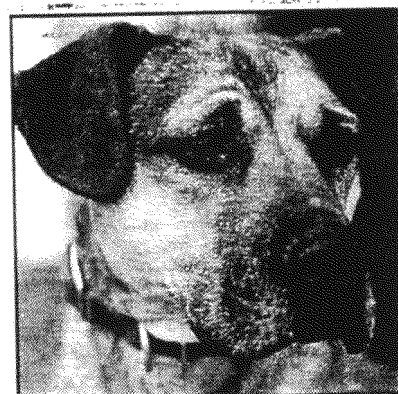
Roosevelt is a 55-pound black male Labrador/sharpei. He's nice and calm and has been neutered. Nana is a 75-pound female Labrador/rottweiler, good with children and cats. She's good on a leash and also a good watchdog.

The adoption fee is not refundable, but if new owners find that their dog does not adjust to it's new home, they may exchange it for another within 10 days.

The county charges a \$25 adoption fee for each dog. New owners



German male pointer.



Male dog needs home.

must also purchase a license and rabies shot if the dog is more than 6 months old or has a permanent set of canine teeth.

Photographs of available dogs may be seen on the Internet at <http://oregoncoast.net/pups.html>.

To find the shelter, turn west at the stoplight next to the county courthouse, drive down the hill to Airport Way, turn right and drive to the end of the street.

Public Forum

Dogs ask public to visit shelter

By Curry County Animal
Shelter's dogs
Concerned canines

Gold Beach

Greetings from the Animal
Shelter.

We are really trying to get things around here looking good so everyone, (the dogs and the people who come), will like it and feel comfortable while they are with us.

We sure wish more of the "people type" would stop by and visit so we could talk, that is "woof," and let them know what kind of dogs we are, and what our personality is like.

We're just positive, if the right person would come in, they'd bail us out in a minute. Not that this is such a bad place, but we'd be much happier if we had more freedom to jump and hop around with friends ... people and other dogs, you know what we mean.

The nice people at *The Pilot* have put a lot of our pictures and stories in the paper, so in the past month or so about 27 of us found friends to go home with, and they were really happy about

that. We were glad for them, too, but we all want to get out of here. You understand, huh?

If you look in *The Pilot*, or call us at the shelter, we can let you know who is here, and a little about us. There are all types of dogs here, big, little, short hair, long hair, black, white, brown, etc., etc. There is a dog for everybody!

Now that we have everything we need to take care of us, thanks to the commissioners, the place is looking and smelling nice, and is real bright and clean. We also have a couple of good friends to take care of us and they know each of our personalities, too. So, our chances of being adopted are looking up.

Won't you please stop by, and tell your friends to do the same?

We'll be looking for you.

The lights are on and the door is open from 8:15 a.m. to 3:45 p.m. seven days a week.

Thanks for caring,

P.S. We are located just north of the airport on Airport Road. The yellow building with the sign. The phone number is (541) 247-2514.



Midas is an Aussie lab who is 8 months old and weighs about 40 pounds.

Number of canines increases at shelter

GOLD BEACH – In spite of the best efforts of the county animal shelter to find homes for dogs, the population there rose from 22 to 28 last week.

A display at the Curry County Fair, and photographs on the Internet at <http://oregoncoast.net/pups.html>, may help some dogs find homes this week.

Nelson is a large male black purebred Labrador, not yet neutered, who is strong and a good watchdog. He had a hurt foot when he arrived, but it is healing well.

Zeus is a nine-month-old tan, black and white male German shepherd with all his shots. Gabriel is a male white Great Pyrenees, about 100 pounds. He is a good, calm dog.

Buddy, also known as Tripod, is a three-legged male malamute, 2 or 3 years old. He's good with children and cats. One of his good friends is a female rottweiler/Labrador mix who is also looking for a home.

Tobias is a brindle-colored male American Staffordshire terrier, under 6 months old. He may grow to be about 100 pounds.

Timber is a male rottweiler/shepherd mix. He's good with people and other dogs, but is not nearly as fond of cats. Belle is a 16-week-old black and white female rottweiler/shepherd/Labrador puppy.

Midas is an 8-month-old tan and gold Australian/Labrador mix, about 40 pounds. Nikki is a young female black and white malamute/husky mix.

Scout is a young, shy, good-natured black, white and tan, salt and pepper female shepherd mix. Roosevelt is a nice, handsome black Labrador/sharpei mix, about 55 pounds. He's been neutered.

The shelter also has a black male retriever/chow male, an Australian/Labrador mix, and a 5-month-old male brindle rottweiler mix.

A small, stocky, 5-month-old female chow/rottweiler mix, a black

shepherd mix, and a 40-pound black, brown, tan and white shepherd/husky mix are all looking for new homes.

Others available for adoption include a young 25-pound spayed female Labrador mix with all her shots, and a 7-pound purebred female dachshund, about 10-years old. She has no teeth, but is sweet and calm.

The shelter also has a purebred black, brown and tan male rottweiler, about 90 pounds, and a fat 110-pound brindle female pitt bull/boxer mix.

Also looking for homes are two black male Labradors, a year-old spayed female black Labrador, and a 75-pound black, brown and tan female rottweiler.

A long-hair gray and black male husky mix and a spayed black and white female of indeterminate origin complete this week's list.

Many dogs have been confined for weeks and become excited when they see people. Most calm down considerably when at their new homes.

The adoption fee is not refundable, but if new owners find that their dog does not adjust to its new home, they may exchange it for another within 10 days.

The county charges a \$25 adoption fee for each dog. New owners must also purchase a license and rabies shot if the dog is more than 6 months old or has a permanent set of canine teeth.

To find the shelter, turn west at the stoplight next to the county courthouse, drive down the hill to Airport Way, turn right and



Nikki
...female malamute



Scout
...shepherd



Belle
...rottweiler, shepherd, lab
drive to the end of the street.

The shelter is open 8:30 a.m. to 3:45 p.m., seven days a week. Call (541) 247-2514 for information.

Animal control officer retires

By WILLIAM LUNDQUIST
Pilot Staff Writer

GOLD BEACH — Curry County Animal Control Officer Ted Hawkinson retired Monday after almost 25 years of service.

His retirement came two days before the county Animal Control Division was transferred from the sheriff's department to the commissioners' office.

The county will be without an animal control officer for at least two weeks.

The budget committee voted during the 1999-2000 hearings to delete \$40,118 from the sheriff's budget for animal control and add \$25,647 to the commissioners' budget. Dog license sales are expected to provide \$20,360 of that.

Hawkinson, the last officer in the Animal Control Division, chose to retire before the transfer. He was not interested in taking a 50 percent cut in pay to stay.

Under the sheriff's office, half of Hawkinson's salary came as a civil deputy and half as an animal control officer. He had been allowed, however, to devote all his hours to animal control in recent years.

Because the position had never officially been more than half time, only that part of the job transferred to the commissioners' office, which would have resulted in a 50 percent salary reduction for Hawkinson.

At Tuesday's final county budget hearing, Commissioner Cheryl Thorp once again questioned the small amount allotted for animal control. She said an officer on duty only 18.5 hours a week wouldn't be able to take care of the problems.

Commissioner Lloyd Olds said he wasn't arguing with that, but told her the Teamsters union forced the county to keep the position under 19 hours a week.

He said the county couldn't offer more hours than that even if it had \$1 million to devote to the position.

Olds clarified his statement after the hearing by saying the Teamsters, who represent the sheriff's department employees,

would not require the new animal control officer working in the commissioners' office to join the Teamsters union if the position was kept under 19 hours a week.

If the position was 19 hours or above, the county would have to pay the officer's Teamsters union dues of about \$2,300 a year.

Olds said he would also like to hire a part-time employee to

help out at the county animal shelter in Gold Beach, but didn't know how many hours the county could afford to offer in that position.

Hawkinson had been considering retirement and said his decision came because of the transfer. He said he would have stayed only if the county had hired someone to help out at the pound so that he could have spent more time on patrol.

Hawkinson said he and Sheriff Kent Owens had plans to add another employee to animal control before the commissioners took over.

Commissioner Bill Roberts said the county already has several impressive applicants for the job of animal control officer, including a man from California who has worked in the field and is licensed in euthanasia.

The commissioners hope to have the new officer on duty by July 14. Until then, the animal shelter will continue to operate with citizen volunteers and with inmates from the Community Justice Work Center.

Al Pierson, who has been helping Hawkinson for months, said he will keep the shelter open from 8:30 a.m. to 3:45 p.m., seven days a week.

Pierson, however, cannot euthanize animals or carry out any other duty of an animal control officer. Olds said he would be willing to bring the dogs from

the Brookings holding facility to the Gold Beach shelter, if necessary.

Roberts said he is not worried about the transfer. "We anticipate getting on line very quickly."

He said the commissioners have received complaints about animal control for two years. He said former Sheriff Chuck Denney was unresponsive, so the commissioners decided to handle the problem.

"We need a young guy who can chase down the dogs," he said.

Roberts said the commissioners would take an aggressive approach to animal control. They want an officer who will make public contact a top priority.

He also said he's heard of a California county that funds animal control with a sales tax on pet food, instead of license fees. He would like to look into such a system for Curry County.

Hawkinson joined the department on Aug. 27, 1974 under Sheriff Allen Boice.

At the time, he knew nothing about police work. He said he started working in animal control after "45 minutes of training."

After a full shift there, he also worked a night shift as a regular deputy.

"I enjoyed every minute of it," he said. He learned everything from on-the-job training and said it is the best way to learn.

Hawkinson said his immediate plans include three or four weeks of fishing in Montana and Wyoming.

He said he would like to stay certified in euthanasia and might help out the county on an emergency basis with that if needed, but will not work for the commissioners in any other capacity.



The Pilot/Chuck Hayward

Ted Hawkinson is retiring after 25 years of service to Curry County.

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MEETING DATE: November 4, 1999
AGENDA #: R-2
ESTIMATED START TIME: 9:30 AM

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Results of RESULTS: Department of Community and Family Services

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, November 4, 1999
AMOUNT OF TIME NEEDED: 10 Minutes

DEPARTMENT: DCFS DIVISION: Administration

CONTACT: Kathleen Saadat & Leslie Goodlow TELEPHONE #: 248-3691, ext. 26729 or 24043
BLDG/ROOM #: 166/700

PERSON(S) MAKING PRESENTATION: Barbara Timper and Brian Smith

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Results from RESULTS: Improved Contract Processing

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277

99 OCT 21 PM 4:33
CLERK OF COUNTY
OREGON

DCFS Contract Processing Improvements

PROBLEM STATMENT

- The contract unit of Department of Community and Family Services processes 300 or more contracts prior to the beginning of each fiscal year.
- The number of FTE for processing contracts was reduced as a result of Measure 47/50.
- The new Services Contract caused a large number of errors in contract production

PROBLEM SITUATION

The DCFS Contract Unit was unable to meet contract renewal production deadlines. Nearly 25% of contracts were being returned to staff for correction of simple numerical and typo errors. We were not producing a quality product customer confidence was very low.

TEAM SOLUTION

Development of automated contract approval form and professional services contract to eliminate numbering and other errors. Also, to decrease the time of contract/amendment processing.

TEAM COMPOSITION

Contracts Supervisor
Contract Specialists (5 FTE)
Office Assistant 2
Qualified Vendor Coordinator

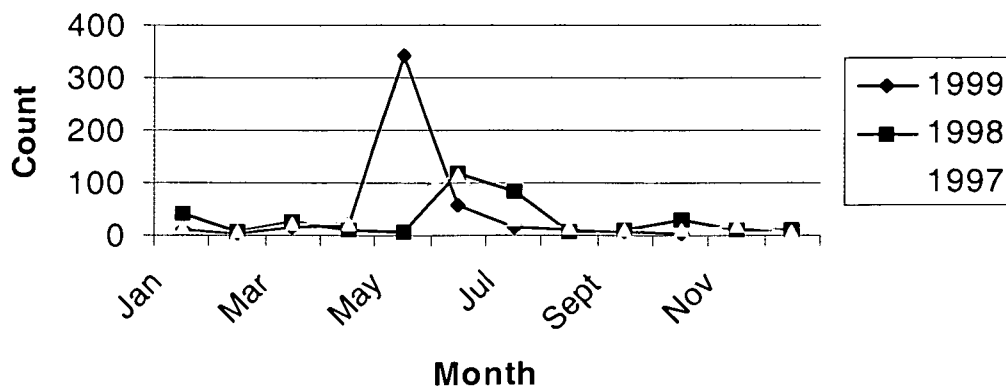
BENEFITS

- ✓ The one-month contract production during renewal season increased by nearly 300%.
- ✓ The number of contracts returned for correction due to simple numerical typos was decreased significantly - less than 3% when the previous year nearly 25% were returned for correction.

FUTURE ACTIONS

1. Identify the areas of contract and amendment processing delays to be remedied in order to meet our Key Result.
2. Identify the areas of contract processing delay in order to decrease the average number of days between contract initiation and date sent to provider. Current average is 45 days.

Number of Contracts Produced by Month



Community & Family Services



Contract Processing Results

Problem Statement

- Annual renewal of 300 contracts between April 15 - July 1
- DCFS Contract Unit downsized by 4 FTE in July 1997 as a result of Measure 47/50, workload didn't change with reduced FTE
- A new Services Contract was implemented by County Counsel for the 1998/99 renewal season. The result was an significant increase in our error rate.

Issues Related to the Problem Statement

- Unable to meet production deadlines, contract renewal completed by July 1
- 25% of contracts returned for correction due to simple typos and number transposition errors
- Not producing a quality product, customer confidence was low

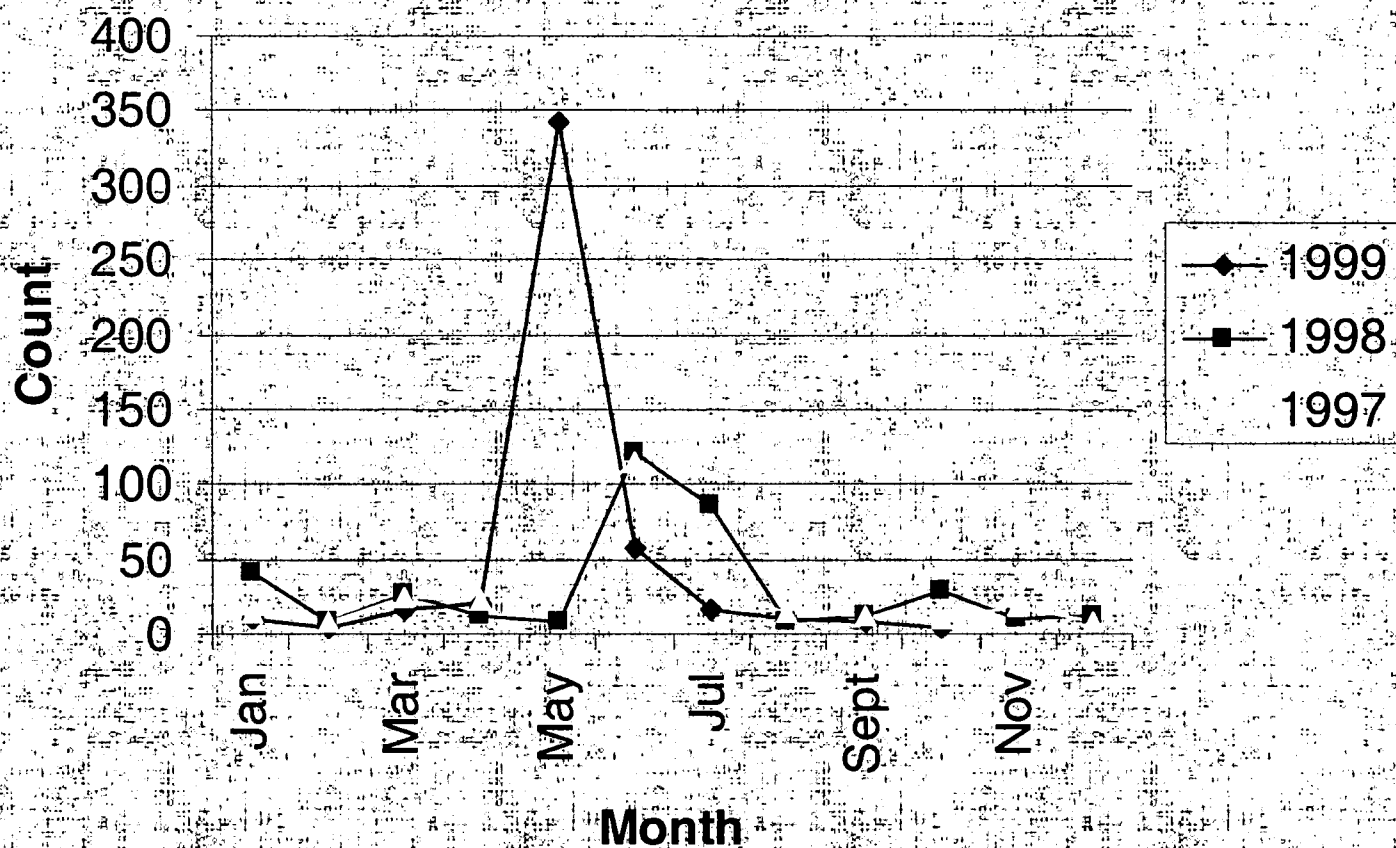
Solution

- Information Technology
 - We automated our documents used in contract development.
 - Specifically the Contract Approval Form (CAF) and Services Contract

Results from Changes in Contract Processing

- 82% of contracts were complete prior to July 1, compared to 14% in 98 and 54% in 97
- Number of contracts returned for simple correction of numerical typos decreased by 22%
- A more consistent contract document was being produced, improved our customer confidence
- One-month contract production during renewal season increased by nearly 300%

Number of Contracts Produced by Month



BUDGET MODIFICATION NO.

CFS#07

(For Clerk's Use) Meeting Date:

NOV 04 1999

Agenda No.:

R-3

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

November 4, 1999

(Date)

DEPARTMENT: Commissioner Districts 2 & 4

DIVISION: Non Departmental

CONTACT: Carmen Rubio

PHONE: Ext. 85239

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

Commissioners Cruz and Kelley

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

Budget Modification CFS07 requesting \$67,548 in General Fund Contingency for the Latino Student Retention Project as proposed by Commissioners Cruz and Kelley.

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

[] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget Modification CFS07 increases the Department of Community and Family Services' Community Program & Partnership Prevention unit budget by \$68,021 to reflect increased county general fund. The funds will be used for Latino student retention efforts in targeted Multnomah County schools for two additional years at the 10-12 grade level. Pass through expenses increase by \$67,548 and indirect costs increase by \$473. Multnomah county is matching funds at Portland Public Schools by \$30,061, David Douglas High School by \$15,030, and Reynolds High School by \$22,457.

Budget Modification CFS07 increases service reimbursement from the Fed/State fund by \$473 to the General Fund.

BOARD OF
COUNTY COMMISSIONERS
99 OCT 27 AM 10:52
MULTNOMAH COUNTY
OREGON

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase County General Fund Support	\$67,548
Increase CGF Indirect Support	\$473
Increase Svs Reim F/S to General Fund	\$473

TOTAL \$68,494

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

General
(Specify Fund)

Fund Contingency BEFORE THIS MODIFICATION (as of October 26, 1999): \$ 3,252,518

AFTER THIS MODIFICATION: \$ 3,184,970

Originated By:

Date:

Mary Carroll

10/26/1999

Department Director:

Date:

Sharon Kelley

10/26/99

Plan / Budget Analyst:

Date:

Michael Jaspin

10/26/1999

n/a

Board Approval:

Date:

Deborah C. Boast

11/4/99

BUDGET MODIFICATION NO. CFS#07

EXPENDITURES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 99/00

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
1													
2			156	010	1162			6060	2,091,865	2,159,413	67,548		Pass Through
3			156	010	1162			7100	26,115	26,588	473		Indirect @ 0.7%
4												68,021	
5													
6			100	010	9130			7608			68,021	68,021	Cash Transfer
7			100	075	9120			7700			(67,548)	(67,548)	CGF Contingency
8													
9													
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											68,494	68,494	GRAND TOTAL

BUDGET MODIFICATION NO. CFS#07

REVENUES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 99/00

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
1													
2			156	010	1162			7601	1,656,997	1,724,545	67,548		CGF Subsidy
3			156	010	1162			7601	18,789	19,262	473		CGF Indirect
4												68,021	
5													
6			100	075	7410			6602			473	473	Svs Reim F/S General Fund
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											68,494	68,494	GRAND TOTAL

Memorandum

To: Board of Multnomah County Commissioners
From: Commissioners Serena Cruz and Sharron Kelley
Date: 10/26/99
Re: Latino Student Retention Project

Since July 1, 1999, Multnomah County Department of Community & Family Services enacted a new policy that shifted high school retention resources to middle schools. This shift left a two-year gap in support services for students who previously benefited from high school retention programs. While research shows that preventative measures in K- 9 have proven successful in school retention efforts, the Board of County Commissioners expressed concern about this gap created in the high schools. They also expressed willingness to consider a contingency request for support to the high schools if the need for county funds were demonstrated.

As you may recall, early last month we were briefed on a budget modification request for the Latino Student Retention Project by Juan Carlos Ocaña and María Elena Campisteguy. The Latino Student Retention Project is a joint partnership between Commissioners Cruz and Kelley, El Programa Hispano and the Oregon Council for Hispanic Advancement (OCHA), that addressed the need for county funding assistance.

The Project outlines the budgetary and programmatic model each school district plans to pursue during the remaining two years. In order for OCHA and El Programa Hispano to be eligible for county funding, they must have first secured matching funds from their participating school districts. As of this date, they have accomplished that task.

Project Title: Latino Student Retention Project

Contacts: Serena Cruz, Multnomah County Commissioner, (503)248-5219
District 2 (503) 669-8350
Juan Carlos Ocaña, El Programa Hispano (503) 228-4131
María Elena Campisteguy, Oregon Council for
Hispanic Advancement

Date: October 25, 1999

I. Purpose

To secure continuity for Latino student retention efforts in targeted Multnomah County schools for two additional years at the 10-12 grade level. Participating high schools are located in the Portland Public, David Douglas, and Reynolds school districts, and include Marshall, Roosevelt, Madison, Jefferson, David Douglas, and Reynolds High School.

II. Background

Proyecto Adelante:

In 1995, the Oregon Council for Hispanic Advancement (OCHA) entered into a partnership with Portland Public Schools to design *Proyecto Adelante*, a model student retention project with goals of 100% graduation of participating Latino high school students, increased parent participation and long term institutional change in the schools. The partnership was developed with the understanding that Latino retention programs would eventually be institutionalized in the high schools.

After several years of serving high school students at Marshall, Madison, Roosevelt and David Douglas High School, the program shifted its emphasis to 6-9 graders in order to intervene earlier with its prevention efforts. *Proyecto Adelante* offers case management, outreach, home visits, parent training's, and other services that ensure student attendance in schools. *Adelante* will now be targeting students entering Marshall, David Douglas and Centennial high schools through their work with the feeder middle schools and the freshman class of each school. Jefferson High School has identified a need for retention services for Latino students and OCHA is considering extending its program to include this high school.

OCHA's partnership with the School Attendance Initiative also reflects an effort to intervene with students at an earlier age specifically, kindergarten through ninth grade. The partnership provides for (3) Family Intervention Specialists to work specifically with the feeder schools to Roosevelt, Jefferson and Madison high schools, a fourth Family Intervention Specialist will work with select referrals through out Portland Public Schools.

El Programa Hispano

El Programa Hispano began operating its Latino Youth Retention Program in Reynolds High School in 1995. In 1999, as part of a broader planning effort that included OCHA, El Programa Hispano shifted the emphasis of its retention program to serve a younger population. The program now focuses on facilitating a successful transition from grades

6 through 9 for Latino students who attend Reynolds Middle School and Houton B. Lee Middle School, both of which feed into Reynolds High School. The program is rooted in the philosophy that every child has the equal right to an education that takes into account the child's unique assets and needs. El Programa Hispano uses a strengths-based approach to service delivery, building on the existing strengths and resources of individuals, families and the Latino community. Youth are encouraged to take part in a transition from middle school to high school that involves academic, personal, and community growth.

III. Need

The decision to shift the focus of Latino Student Retention programs from High School to grades 6 through 9 was made during a planning process that included OCHA, El Programa Hispano, Portland Public Schools, and the Multnomah County Department of Community and Family Services. After evaluating the outcomes of various programs, members of the planning group decided that intervention efforts that were focused at an earlier age would have longer lasting effects on the students and their family's involvement with their educational career. The planning group also thought the shift would also assist in the difficult transition from 8th to 9th grade. The School Attendance Initiative (SAI) is very clear in its mandate to work only with students from K-9.

Although the shift in programming to grades 6 through 9 is expected to achieve more positive outcomes because prevention efforts will be targeted at an earlier age, the shift has created a gap in services to students in grades 10-12 who had previously been receiving support from the program.

Comparison of Existing Resources

	1998-99 Total school enrollment	1998-99 Latino student enrollment*	# of bilingual and/or bicultural staff (English/Spanish)
<i>Marshall</i>	1,348	108 8%	1**
<i>Roosevelt</i>	1,118	117 10.5%	2, 1Educational Assistant.**
<i>Madison</i>	1239	102 8.2%	5, 1Educational Assistant.**
<i>Jefferson</i>	916	83 9%	5**
<i>David Douglas</i>	1956	81 4%	Info Not Available
<i>Reynolds</i>	2200	160 7.3%	7 out of 110

* PPS Enrollment Report, October 1998, DDHS Enrollment as of June 1999

**PPS also provides a district-wide Hispanic Resource Specialist

III. Proposed Activities

Proyecto Adelante

Under this proposal, OCHA would continue to provide services to students who had already been participating in the program for two additional years until their graduation in 2001, at which time the high schools should be ready to institutionalize retention structures specific to their population. Services would include:

- Case management
- Academic Support
- Parent Support & monthly meetings

- Culturally Appropriate CIM/CAM preparatory class
- Referrals to other services & programs internal and external to OCHA, Multnomah County and PPS

El Programa Hispano

Under this proposal, El Programa Hispano would re-establish the drop-in center at Reynolds High School. The center would continue to provide the contact necessary to address the following performance outcomes:

1. Students will remain in school and comply with school standards for attendance
2. Students will advance a grade or graduate from High School
3. Parents will demonstrate involvement in their child's education by attending at least one program activity per year.

Access to information regarding attendance and academic progress would continue to be provided by the school. Program staff would address attendance issues and academic performance in collaboration with parents, teachers, school administrators, and members of the local East County School Attendance Initiative Team. The drop in center will be the primary site for daily contact among students and project staff. Key services will include information and referral, case management, support services and after school activities. The center will have multiple functions with the emphasis on the direct provision of school retention services for Latino students and their families, and advocacy aimed at promoting institutional change and a greater understanding of Latino students' issues within the schools.

IV. Staffing

2.0 Bilingual/Bicultural Latino Student Advocate- Portland Public Schools
 1.0 Bilingual/Bicultural Latino Student Advocate- David Douglas High School
 .75 Bilingual/Bicultural Youth Retention Specialist – Reynolds High School

V. Budget

Given the need demonstrated by the shift from high school to middle school, Multnomah County will match 50% of the retention program budget (up to \$30,061) for Portland Public Schools provided that Portland Public School District commits \$30,061. These resources will continue to fund the 2.0 FTE bilingual/bicultural staff that currently provides Latino student retention services in the aforementioned Portland Public Schools, with the addition of Jefferson.

Multnomah County will match 50% of the retention program budget at David Douglas High School for a total of \$15,031 provided that David Douglas School District commits \$15,031. These resources will continue to fund a 1.0 FTE bilingual/bicultural staff person who currently provides Latino student retention services in David Douglas High School.

Given resource constraints within the Reynolds school district, Multnomah County is prepared to offer this district a higher match (69% of the retention program budget at Reynolds High School) for a total of \$22,457 provided that Reynolds School District

commits \$10,000. These resources will continue to fund a .75 FTE bilingual/bicultural Youth Retention Specialist and Student Drop-In Center at Reynolds High School.

After 2001, all school districts are expected to assume full costs of their Latino retention programs.

Multnomah County Match would include:

	PPS 1.0 FTE	David Douglas .50 FTE	Reynolds .52 FTE
Personnel	\$27,079	\$13,540	\$16,865
Operations	\$500	\$250	\$3,186
Administration	<u>\$2,482</u>	<u>\$1,241</u>	<u>\$2,406</u>
<i>Matching Budget</i>			
<i>Subtotals:</i>	\$30,061	\$15,030	\$22,457
<i>Total County</i>			
<i>Matching Funds:</i>			\$67,548

VI. Budget Justification

Portland Public Schools:

Per 2.0 FTE

		Subtotal (2.0 FTE)
<i>Personnel</i>		
1.0 FTE Student Advocate @ 1733 hours x \$12.50/hour	\$21,663	
Fringes and Benefits @ 25%	\$5,416	
Subtotal Personnel:	\$27,079	\$54,158
<i>Operations</i>		
Voicemail	\$200	
Mileage	\$300	
Subtotal Operations:	\$500	\$1,000
<i>Administration</i>		
Indirect Costs @ 9%	\$2,482	
Subtotal Administration:	\$2,482	\$4,964
<i>Proposed Budget from Multnomah County:</i>	\$30,061	
<i>Matching Budget from Portland Public Schools:</i>	\$30,061	
Total Budget for PPS Latino student retention:		\$60,122

David Douglas High School:

Per 1.0 FTE

<i>Personnel</i>		
1.0 FTE Student Advocate @ 1733 hours x \$12.50/hour	\$21,663	
Fringes and Benefits @ 25%	\$5,416	
Subtotal Personnel:		\$27,079
<i>Operations</i>		
Voicemail	\$200	
Mileage	\$300	
Subtotal Operations:		\$500
<i>Administration</i>		
Indirect Costs @ 9%	\$2,482	
Subtotal Administration:		\$2,482
<i>Proposed Budget from Multnomah County:</i>	\$15,030	
<i>Matching Budget from David Douglas High School:</i>	\$15,030	
Total Budget for David Douglas Latino student retention:		\$30,060

Reynolds High School:

Per .75 FTE

<i>Personnel</i>	<i>.75 FTE</i>	
.75 FTE Youth Retention Specialist	\$18,750	
(\$10.82/hr for total of 1,733 hrs)		
Fringes and Benefits @ 30%	\$5,625	
Subtotal Personnel:		\$24,375

<i>Operations</i>		
Rent	\$450	
Utilities	\$225	
Telephone	\$375	
Travel	\$675	
Postage	\$330	
Staff Development	\$750	
Office Supplies/Photocopying	\$600	
Client Assistance Fund	\$1,200	
Subtotal Operations:		\$4,605

<i>Administration</i>		
Indirect Costs @ 12%	\$3,477	
Subtotal Administration:		\$3,477

<i>Proposed Budget from Multnomah County:</i>	\$22,457	
<i>Matching Budget from Reynolds High School:</i>	\$10,000	
<i>Total Budget for Reynolds Latino student retention:</i>		\$32,457

Total Requested Funds from Multnomah County for Latino Retention Project:	\$67,548
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MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN

DIANE LINN

SERENA CRUZ

LISA NAITO

SHARRON KELLEY

BUDGET & QUALITY

PORTLAND BUILDING


1120 S.W. FIFTH - ROOM 1400

P. O. BOX 14700

PORTLAND, OR 97214

PHONE (503) 248-3883

TO: Board of County Commissioners

FROM: Mike Jaspin, Budget Analyst 

DATE: October 27, 1999

SUBJECT: General Fund Contingency Request for the Latino Student Retention Project as Proposed by Commissioners Cruz and Kelley

Budget Modification CFS 07 requests \$67,548 from the General Fund Contingency for the Latino Student Retention Project as by proposed by Commissioners Cruz and Kelley. As discussed in the attached documentation, the funding will provide for targeted Latino student retention efforts in grades 10 through 12 in Portland Public Schools, David Douglas High School, and Reynolds High School.

The purpose of this note is to merely state that the use of General Fund Contingency for this purpose is consistent with the Financial & Budget Policies of the County. (It is general practice and policy for the Budget Office to inform the Board if contingency requests submitted for approval satisfy the general guidelines and policies for using General Fund Contingency). Additionally, in Resolution 99-120, Attachment D – Board Budget Notes, the Board identified Latino retention as a possible area in which contingency funds would be utilized, noting:

"CFS is shifting the Hispanic retention effort from high schools to middle schools. Resources will be eliminated from grades 10 through 12 in order to target the more vulnerable middle school population... the County... would be willing to consider a contingency request to support the high schools if the need for County funds is demonstrated."

The County funding, along with matching funding from the participating school districts, would help to fill the two-year gap in support services for students who previously benefited from high school retention programs. Because the proposed project is two years in nature, it will also require a commitment of \$67,548 in the FY 2000-20001 budget. The school districts are expected to assume the cost of their Latino retention programs after 2001.

As of October 26, 1999, the General Fund Contingency balance was \$3,252,518. This budget modification will reduce that amount to \$3,184,970.

MEETING DATE: NOV 04 1999
AGENDA NO: R-4
ESTIMATED START TIME: 9:45

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Metro Update

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: November 4, 1999

AMOUNT OF TIME NEEDED: 10 mins

DEPARTMENT: Non-Dept

DIVISION: Chair's Office

CONTACT: Carol M. Ford

TELEPHONE #: 248-3956

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: Metro Presiding Officer Rod Monroe and Metro Councilor David Bragdon

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Metro Update with
Presiding Officer Rod Monroe and Councilor David Bragdon

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____

Beverly Starkey

99 OCT 26 AM 11:43
CLERK OF
COUNTY COMMISSIONERS
CLERK OF
COUNTY COMMISSIONERS
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



Beverly Stein, Multnomah County Chair

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

Phone: (503) 248-3308
FAX: (503) 248-3093
E-Mail: mult.chair@co.multnomah.or.us

STAFF SUPPLEMENTAL MEMORANDUM

TO : Board of County Commissioners

FROM : Carol M. Ford, Chair's Office

DATE : October 26, 1999

RE : Metro Update

I. Recommendation/Action Requested:

As part of the Metro Council's ongoing process of regular briefings with local jurisdictions to update and answer questions about Metro activities, Metro Presiding Officer Rod Monroe and Councilor David Bragdon will attend the Board's November 4, 1999.

If you have specific topics that you would like them to address, please let me know. I will pass along the requests so that they can be prepared.



Multnomah County
Jurisdictional Representatives on Metro Committees

Policy Advisory Groups

Metro Policy Advisory Committee (MPAC)

Metro Staff Contact: MPAC Staff, 797-1940
Commissioner Lisa Naito
Commissioner Diane Linn; alternate
Represents: Multnomah County
Jim Zehren, Stoel Rives LLP
vacant; alternate
Represents: Multnomah County Citizens
Jeff Grover, Corbett Water District
Jeff Kee, Burlington Water District; alternate
Represents: Multnomah County Special Districts

Joint Policy Advisory Committee on Transportation (JPACT)

Metro Staff Contact: Rooney Barker, 797-1755
Commissioner Sharron Kelley
Commissioner Serena Cruz; alternate
Represents: Multnomah County

Water Resources Policy Advisory Committee (WRPAC)

Metro Staff Contact: Paulette Copperstone, 797-1562
Marty Mitchell
Clifton Deal; alternate
Represents: East Multnomah County Soil & Water Conservation District
Bob Roth, Johnson Creek Watershed Council
Liz Callison, Tryon Resource Mgmt. Partnership; alternate
Represents: Citizens of Lower Willamette River Watershed

Solid Waste Advisory Committee (SWAC)

Metro Staff Contact: Connie Kinney, 797-1643
vacant
Represents: Multnomah County
vacant
Represents: Citizens of Multnomah County

Regional Parks and Greenspaces Advisory Committee

Metro Staff Contact: Ron Klein, 797-1774
Bob Akers
Represents: Metro District 1
J. Michael Reid
Represents: Metro District 5
Brian Scott
Represents: Metro District 6
Jim Battan
Represents: Metro District 7
Seth Tane
Represents: Multnomah County, outside Metro districts

Citizen Advisory Groups:

Metro Committee for Citizen Involvement (MCCI)

Metro Staff Contact: Karen Withrow, 797-1539
Kay Durtschi
Represents: Multnomah County
Jerry Penk
Represents: Unincorporated Multnomah County

Advisory Groups Without Direct Jurisdictional Representatives (contact Metro staff for more details):

Auditor's Citizen Advisory Committee, Camrynne Six, 797-1892
Goal 5 Technical Advisory Committee, Paulette Copperstone, 797-1726
Investment Advisory Board, Howard Hansen, 797-1612
Metro Enhancement Committees, Katie Dowdall, 797-1648
Rate Review Committee, Connie Kinney, 797-1643
Smith and Bybee Lakes Management Committee, Emily Roth, 797-1515
Smith and Bybee Lakes Technical Advisory Committee, Emily Roth, 797-1515
Traffic Relief Options Study Technical Advisory Committee, Cheri Arthur, 797-1857

Technical Advisory Groups

Metro Technical Advisory Committee (MTAC)

Metro Staff Contact: Paulette Copperstone, 797-1562
Susan Muir, Land Use Planning Dept.
vacant; alternate
Represents: Multnomah County
John Alland
David C. Johnson; alternate
Represents: Multnomah County Citizens

Transportation Policy Alternatives Committee (TPAC)

Metro Staff Contact: Rooney Barker, 797-1755
Karen Schilling
Ed Abrahamson; alternate
Represents: Multnomah County

Affordable Housing Technical Advisory Committee (H-TAC)

Metro Staff Contact: Gerry Uba, 797-1737
Commissioner Diane Linn (Chair)
Ramsay Weit, Commissioner Linn's Office; alternate
Represents: Multnomah County Local Government
Dee Walsh, REACH
Ralph Austin, Innovative Housing; alternate
Represents: Multnomah County Non-Profit Housing Providers
Helen Barney, Housing Authority of Portland
Denny West, Housing Authority of Portland; alternate
Represents: Multnomah County Public Housing Authority

Natural Hazards Technical Advisory Committee (HAZTAC)

Metro Staff Contact: Mike McGuire, 797-1823
William Elliott, Portland Senior Engineer
Margaret Mahoney, Portland Bureau of Buildings Director
Scott Porter, Office of Consolidated Emergency Mgt. Director
Represents: Local Governments

Greenspaces Technical Advisory Committee (GTAC)

Metro Staff Contact: Mel Huie, 797-1731
Susan Muir
Represents: Multnomah County

Metro Survey



METRO

Metro and the Metro Policy Advisory Committee are working together to improve communication with our local partners in this region. The first step in this effort is this survey. Our goal is to make sure you receive information you want and need while cutting out unnecessary duplication. We also want to make sure that we are opening lines for two-way communication with you and your citizens in the most effective way possible.

Please take a few minutes to complete this survey and return it to the Metro elected official who represents your area or fax it to Metro Council Outreach at (503) 797-1793.

We are working to increase efficiency and decrease our impact on the environment. May we e-mail you items (such as agendas) when appropriate? yes ☐ no ☐

If yes, to what e-mail address would you like items sent? _____

If no, may we fax these items to you? yes ☐ no ☐

If you would like items faxed, to what number should we send them? _____

In some cases, it may be necessary to mail larger items (such as full agenda packets) to you. To which address would you like these sent?

Name _____ Title _____

Street _____ City/ZIP _____

Meeting agendas and packets

The following is a list of items available on a regular basis from Metro. Please mark the ones that you would (A) like to receive or (B) already receive and would like to be deleted from the mailing/faxing/e-mail list you are on. Unless you request otherwise, we will send only the agenda (not the full packet).

(A) Send me this item	(B) Take me off the list	
<input type="checkbox"/>	<input type="checkbox"/>	Metro Council (weekly)
<input type="checkbox"/>	<input type="checkbox"/>	Council Growth Management Committee (twice monthly)
<input type="checkbox"/>	<input type="checkbox"/>	Council Transportation Committee (twice monthly)
<input type="checkbox"/>	<input type="checkbox"/>	Council Regional Environmental Management Committee (twice monthly)
<input type="checkbox"/>	<input type="checkbox"/>	Council Operations Committee (twice monthly)
<input type="checkbox"/>	<input type="checkbox"/>	Metro Policy Advisory Committee (twice monthly)
<input type="checkbox"/>	<input type="checkbox"/>	Metro Technical Advisory Committee (twice monthly)
<input type="checkbox"/>	<input type="checkbox"/>	Water Resources Policy Advisory Committee (monthly)
<input type="checkbox"/>	<input type="checkbox"/>	Joint Policy Advisory Committee on Transportation (monthly)
<input type="checkbox"/>	<input type="checkbox"/>	Regional Parks and Greenspaces Advisory Committee (varies)
<input type="checkbox"/>	<input type="checkbox"/>	Solid Waste Advisory Committee (monthly)
<input type="checkbox"/>	<input type="checkbox"/>	Metro Committee for Citizen Involvement (monthly)
<input type="checkbox"/>	<input type="checkbox"/>	Other (please specify)

Topical updates and assistance

Metro can also provide issue-related briefings, background information and/or other assistance on the following:

Topics – check if you are interested

- ☐ Growth-related planning
- ☐ Transportation financing and planning
- ☐ Environmental grants
- ☐ Parks and natural areas planning
- ☐ Salmon and steelhead restoration efforts
- ☐ Data Resource Center tools
- ☐ Metro/Metropolitan Exposition-Recreation Commission facilities
- ☐ Other (please specify):

What can we do to help you?

Metro is in the process of developing a number of tools to help you keep in touch with our work. We also are interested in providing you and your citizens with briefings, town hall-style meetings, and regular one-on-one updates. Please check all tools that interest you.

Tool

- ☐ Town hall-style dialogues for citizens coordinated by your staff and Metro staff
- ☐ Regular one-on-one briefings between you and Metro officials
- ☐ Presentations/briefings at your council/commission meetings
- ☐ A list of Metro staff who serve as contacts to your jurisdiction in technical and/or program areas
- ☐ An orientation to Metro for newly elected and other interested local officials
- ☐ Fact sheets on Metro policies, programs and services including planning functions, etc.
- ☐ A brief history of the Metro's regional planning process, called "2040 Growth Concept"
- ☐ Other (please specify)

Thank you

Thank you for taking the time to fill out this survey. If you have requested a briefing or public involvement tool, a Metro staff person will call you to follow up on your request.

Metro Facts



METRO
Regional Services
Creating livable
communities

600 NE Grand Ave.
Portland, OR
97232-2736

Tel (503) 797-1942
Fax (503) 797-1793

Web site:
www.metro-region.org

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Updated Sept. 15, 1999

1999-10417-00 • 99341

The urban growth boundary and Metro's role

History and background

Requirements for urban growth boundaries were created in the early 1970s as part of Oregon's land-use planning program. Every urban area in the state must have a UGB to mark the separation between rural and urban land. By providing land for urban uses within the boundary, farm and forest lands can be protected from urban sprawl. The boundaries allow cities and counties to provide public facilities (such as police and fire stations and roads) and urban services (such as sewers and piped water) more cost-effectively.

Metro has managed the regional urban growth boundary for the Portland metropolitan area since its adoption in 1979. Our UGB is a 365-square-mile area (about 236,000 acres) that includes 24 cities and the urban portions of Multnomah, Washington and Clackamas counties. When major changes in the UGB are proposed, representatives from cities, counties and special districts from all over the region review the choices and make recommendations to the Metro Council before it makes a final decision.

How state law affects Metro's decisions

Metro has the authority to add land to the boundary if needed. In 1995, the Oregon Legislature passed a law that every UGB must include enough land to house all of the people expected to live within it in the next 20 years.

State law also allows Metro to approve expansions to the UGB if a need in a "subregional" area is demonstrated. For instance, one community may have too many jobs and not enough housing, creating a burden on the transportation system.

Metro also is required to set aside land outside the current UGB that could be brought in within the next 50 years. In 1997, the Metro Council, in consultation with elected leaders from the cities and counties, designated about 18,600 acres – called **urban reserves** – for this purpose. That Council decision is still in the appeal process.

Moving the UGB

During the last two decades, Metro has moved the boundary about 35 times; moves were very small, 20 acres or less. In 1997 and 1998, Metro worked to

make sure it was in compliance with the state's 20-year land supply law. Metro planners estimate that between now and 2017, the region will grow by about 400,000 people, a third of those our own children and grandchildren. Metro found that most of those people could fit into the current boundary if land and buildings are used more efficiently.

However, in a 1997 "need" report Metro planners estimated that the region would still need land for about 32,000 housing units. Planners must take into account the amount of land needed for homes as well as for greenspaces, schools, churches and public facilities.

This is a two-year process

State law gave Metro two years (1998-1999) to expand the urban growth boundary to bring in enough land to accommodate an estimated 32,000 housing units. Last year, the Metro Council started a lengthy process that included citizen input and technical analysis of each UGB amendment.

In 1998, the Council chose to bring about 3,500 acres of urban reserves into the UGB immediately, and it expressed intent to bring another 1,800 acres in this year if that land were annexed into the Metro jurisdictional boundary and there was still a demonstrable need.

Metro staff has spent much of 1999 working on an update of the report that details how much land this region will need for housing and jobs during the 20-year period. That draft report shows that, right now, there is no need for a general UGB expansion. However, that report does not yet take into account any new federal regulations that would require local governments to set aside land for salmon and steelhead restoration efforts. This land would not be able to be built upon, therefore the federal regulations will affect how much the UGB needs to expand.

Right now, the Metro Council is facing several possible choices:

- Go ahead with the second half of the expansion planned last year based on the original "need" report. The Council

continues

would need to re-vote on the 1,800 acres that it said it intended to bring into the boundary last year before those lands could officially come in.

- Put any general expansion on hold, pending the completion of the updated "need" report. This would require waiting for the federal government to announce what kind of regulations it will impose. It would also require asking the state of Oregon for an extension so that the work Metro is supposed to finish by the end of 1999 could continue in 2000.
- Approve some small expansions based on "subregional" need. The Metro Council can consider bringing in some urban reserves before staff completes the updated "need" report if it can show there is a special need (such as jobs/housing balance) in a specific area.

Legal issues

In February 1999, the Oregon Land Use Board of Appeals indicated that it had questions about how Metro chose to designate urban reserves. Metro has appealed the LUBA decision. This legal issue is indirectly related to the on-going UGB amendment decisions, but it is not believed the appeal will affect work the Metro Council is doing this year.

Fall 1999 public hearings

5 p.m. Thursday, Sept. 23
Washington County Public Services Building
155 N. First Ave., Hillsboro

5 p.m. Monday, Oct. 4
Gresham City Hall
1333 NW Eastman Parkway
Gresham

2 p.m. Thursday, Oct. 7
Metro Regional Center
600 NE Grand Ave.
Portland

5 p.m. Tuesday, Oct. 12
Milwaukie City Hall
10722 SE Main St.
Milwaukie

2 p.m. Thursday, Oct. 14
Metro Regional Center
600 NE Grand Ave.
Portland

Getting involved

For information on the public hearings or on how to submit testimony, call the Metro Council Public Outreach Office at 797-1942 or check out Metro's web page (www.metro-region.org/glance/council/issues).

COUNCILOR VIEW



Ed Washington
Metro Council
District 5

"As we look to the future, there are two basic issues that we must balance. One is how to plan for a road transportation system that really works because it is such an important link in our economy. The second issue is to provide alternatives that help protect the health of the people and the livability of their neighborhoods."

Linking land use and transportation

The 2040 Growth Concept

Adopted in 1995, the 2040 Growth Concept is a 50-year vision of where expected growth should occur in the Portland metropolitan region. This vision is based on using urban land wisely and directs development to centers and along existing major transportation corridors. It relies on a balanced transportation system that accommodates walking, bicycling, driving, using transit and national and international goods movement.

The Regional Transportation Plan

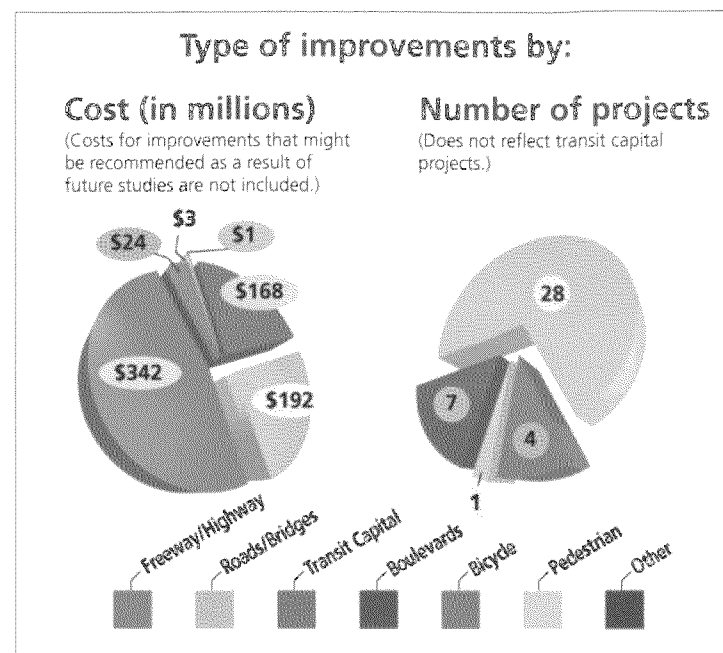
The Regional Transportation Plan sets a regional framework that coordinates city, county, Tri-Met, Oregon Department of Transportation and Port of Portland transportation plans. It identifies specific transportation projects and programs needed to improve our choices for travel and create livable communities throughout the region as envisioned in the 2040 Growth Concept. It also identifies a financial strategy to achieve this vision. Examples of the types of projects included in the plan are: retrofits of major

streets for walking, biking and transit; new street connections and capacity improvements; new multiuse paths and better bike-pedestrian connections to existing paths; and expanded transit service to destinations throughout the region.

In addition, the Regional Transportation Plan identifies other projects that focus primarily on improving regional mobility and access to industrial areas and facilities where goods move from one transportation mode to another. These improvements are primarily focused along major highway corridors throughout the region, including I-205, I-84 and the Mount Hood Parkway in East Multnomah County.

For more info

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Transportation strategy
fact sheets:

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- 3 East Multnomah County
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- 6 South Washington County
- 7 North Washington County
- 8 Transit Service Strategy

Metro - Protecting the nature of our region

"It's better to plan for growth than ignore it."

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INSIDE

Road expansion

I-5 North
I-84
I-205
Northeast Portland
Highway
Airport access
New street connections

Transit

Expanded transit service
Pedestrian access
Bus shelters and benches
Employee commuting programs

Bicycle and pedestrian facilities

Sidewalks
Bike lanes
Multiuse paths



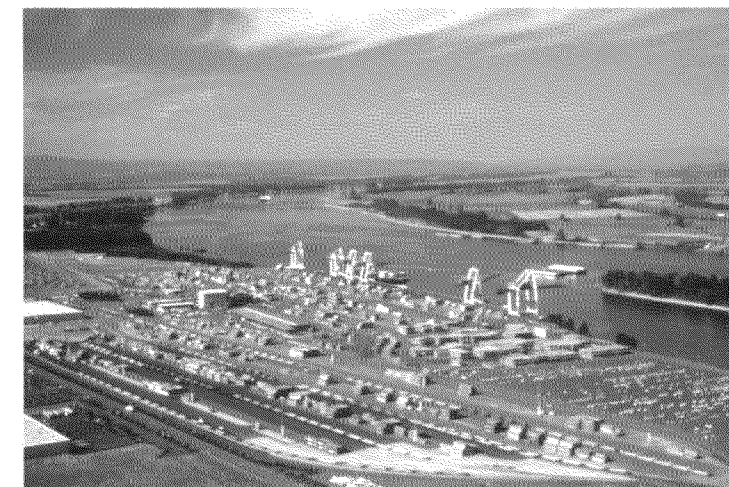
METRO
Regional Services
Creating livable communities

Getting There West Columbia Corridor

Update on Regional Transportation Plan Projects

FALL 1999

A close-up look at the 20-year regional transportation blueprint for West Columbia Corridor from I-205 to Rivergate



Industry throughout the region will require many freeway and rail improvements during the next 20 years to maintain access to the marine terminals on the Willamette and Columbia rivers (Terminal 6 pictured).

Planned transportation projects

More than 50 projects and programs have been identified to serve the West Columbia Corridor subarea during the next 20 years. These projects are considered to be the most critical in terms of serving planned growth in this subarea. The projects are grouped by proposed construction date; actual timing depends on the availability of funding.

- Complete the I-5 Trade Corridor study to determine the scope and phasing of transit and road-related improvements in the corridor. Implement identified 20-year improvements.
- Implement and refine Columbia Corridor study recommendations to address

full corridor needs from the Rivergate industrial area to I-205, including the development of a streamlined connection in the US 30 Bypass corridor that reduces the need for peak-period freight use of I-84 and inner northeast portions of I-5.

- Expand transit service to include light rail transit from the Rose Quarter transit center to Expo Center, then potentially to Vancouver, and from Gateway to Portland International Airport in addition to express bus, taxi service, inter-city shuttles and other shuttle service to the airport.

- Make capacity improvements along NE Portland Highway, I-5, Marine Drive and Lombard Street to maintain an acceptable level of freight access to marine terminals in the Rivergate and West Hayden Island intermodal

areas and rail-loading facilities in the Union Pacific Yard near Swan Island.

- Capacity improvements to I-205 and Airport Way to maintain an acceptable level of access to passenger and freight terminals in the airport area.
- Complete a corridor study of I-205 that focuses on freight mobility, access to the airport and future general purpose capacity needs. See *urban Clackamas County fact sheet for improvements in this corridor.*
- Build new street connections in the Portland International Center, including Marx Drive, Alderwood Road, International Parkway and Cornfoot Road extensions.

turn to back page



This digital rendering shows the proposed new marine cargo complex on West Hayden Island including the new bridge access proposed in the Regional Transportation Plan.

CITIZEN VIEW



Bob Walsh
President
Port of Portland Commission

"The ability to move freight quickly and efficiently is key to the region's economic vitality and competitiveness. As freight volumes in the region are projected to double in the next 30 years, the Port of Portland recognizes the Regional Transportation Plan as an important tool in planning for the future."

2011-2020

4028 Airport Way/82nd Grade Separation

Construct a grade-separated overcrossing at the intersection of Airport Way and 82nd Avenue.

4039 NE 92nd Avenue

Improve the street between Columbia Boulevard and Alderwood Road to better facilitate circulation in the Portland International Center development. Scope of project is not fully defined.

Rivergate Industrial Area 2000-2005

4062 Marine Drive Improvement - Phase 1

Reconstructs Marine Drive to five lanes from the Terminal 6/Marine Drive intersection to 2.5 miles east, including bike lanes, sidewalks and vegetated buffer of adjacent trail and natural resource area from the Columbia Slough to the N. Marine Drive overpass. This project also signalizes the intersection at the Terminal 6 entrance and Marine Drive to improve safety.

4065 South Rivergate Entry Overpass

Construct an overpass from the intersection at Columbia Boulevard and Lombard Street to South Rivergate entrance to separate rail and vehicular traffic.

4066 Columbia River Channel Deepening Study

Study to determine the feasibility of deepening the Columbia River channel from Astoria to Portland.

4068 Rivergate Rail Expansion

Expand railroad capacity in the Rivergate industrial area to increase bulk capacity for mineral and agricultural products and improve train flows within the industrial area.

2006-2010

4061 West Hayden Crossing

Construct new four-lane bridge from Marine Drive to Hayden Island to serve as the primary access to marine terminals on the island.

4063 N. Lombard Improvements

Widen Lombard Street to four lanes from Purdy Street to Ramsey Street.

4069 Hayden Island Rail Access

Increase rail access to Hayden Island.

4070 Additional Tracks - Kenton Line

Construct additional rail tracks for staging of Pacific Northwest unit trains.

2011-2020

4064 Marine Drive Improvement - Phase 2

Reroute rail tracks and construct an above-grade rail crossing at the Rivergate West entrance to improve safety and reduce vehicle and rail traffic conflicts.

4067 Columbia River Channel Deepening

Deepen the Columbia River channel to 43 feet from the mouth of the river in Astoria to Portland to better serve the new class of larger container ships.

Regional Highways 2000-2005

4003 I-5 Interstate Bridge and I-5 Widening

Add capacity to the I-5/Columbia River bridge and widen I-5 from Columbia Boulevard to the Interstate Bridge based on final recommendations from I-5 Trade Corridor Study.

4009 I-5 Trade Corridor Study

Study to define an appropriate mix of improvements from I-405 to I-205, including adding capacity and transit service within the corridor.

2006-2010

2068 I-205 Direct Ramp

Redesign the I-205 off-ramp at Airport Way.

4005 I-5 North Improvements

Widen I-5 to three lanes in each direction from Lombard Street to the Expo Center exit.

4006 I-5/Columbia Boulevard Improvement

Construct a full diamond interchange at I-5 and Columbia Boulevard.

4008 I-205 North Corridor Study

Develop a long-term traffic management plan for I-205 from I-84 to the Columbia River to limit congestion and improve traffic flow.

2011-2020

2069 I-205 Interchange Improvement

Construct a new I-205 northbound on-ramp from Airport Way.

2070 I-205 Interchange Improvement

Widen the existing I-205 southbound on-ramp from Airport Way.

2071 I-205 Auxiliary Lane

Construct new north- and southbound auxiliary lanes from Airport Way to Columbia Boulevard.

2072 I-205 Auxiliary Lane

Construct new north- and southbound auxiliary lanes from I-84 to Columbia Boulevard.

4004 I-5 Reconstruction and Widening

Reconstruct and widen I-5 from I-84 to Greeley Avenue in addition to various bridge and ramp improvements along this section of I-5 to improve access to the Lloyd District and Rose Quarter.

Regional Transit

The projects listed in the Regional Transit section identify major transit capital projects and other improvements that enhance rapid bus and frequent bus service. Capital improvements for rapid bus routes and stations would include transit preferential treatments such as queue-by-pass lanes and signal preemption, park-and-ride facilities, possible off-street station areas and station amenities such as schedule information, ticket machines, lighting, benches, covered shelters and bicycle parking. Capital improvements for frequent bus routes and stations would include transit preferential treatments such as signal preemption and passenger amenities such as schedule information, covered shelters, curb extensions, lighting and benches. (See Transit Service Strategy fact sheet for additional information on transit service.)

2000-2020

1000 and 1002 Light Rail Expansion

Extend light rail service from the Rose Quarter transit center north to the Portland Metropolitan Exposition Center and then potentially to Vancouver, Wash.

4002 Transit Station and Park-and-Ride Lot Upgrades

Construct, expand and/or upgrade transit stations and park-and-ride lots throughout the subarea, including facilities in St. Johns, Linnton, Parkrose and Kenton.

2000-2005

4000 Airport Light Rail

Complete new light rail transit service from Gateway regional center to the Portland International Airport terminal.

4019 Light Rail Station/Track Realignment

Constructs new light rail station in conjunction with development of the Portland International Center.

2006-2010

1135 MLK/Lombard Frequent Bus

Provide capital improvements that enhance new frequent bus service along MLK Boulevard and Lombard Street from downtown Portland to St. Johns.

4001 Killingsworth Frequent Bus

Provide capital improvements that enhance new frequent bus service along Killingsworth Street from Swan Island to the Clackamas regional center.

Regional Trails 2000-2005

4073 Kelley Point Park Access Trail/40 Mile Loop Trail

Construct a multiuse trail for bicycles and pedestrians along the north bank of the Columbia Slough.

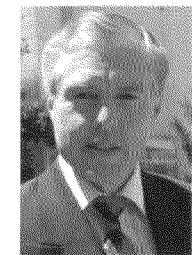
4074 Rivergate Bicycle and Pedestrian Trail

Construct a multiuse trail for bicycles and pedestrians along the Columbia Slough in the Rivergate area.

4076 Columbia Slough Greenway Trail Study

Future study to determine the feasibility of constructing a multiuse trail from Kelley Point Park to Blue Lake Regional Park.

COUNCILOR VIEW



Presiding Officer
Rod Monroe
Metro Council
District 6

"Native Oregonians, as well as those who have just moved here, know the same thing: that this Metro region is a very special place to live. This Regional Transportation Plan works to preserve what makes the region so special while protecting our precious resources."

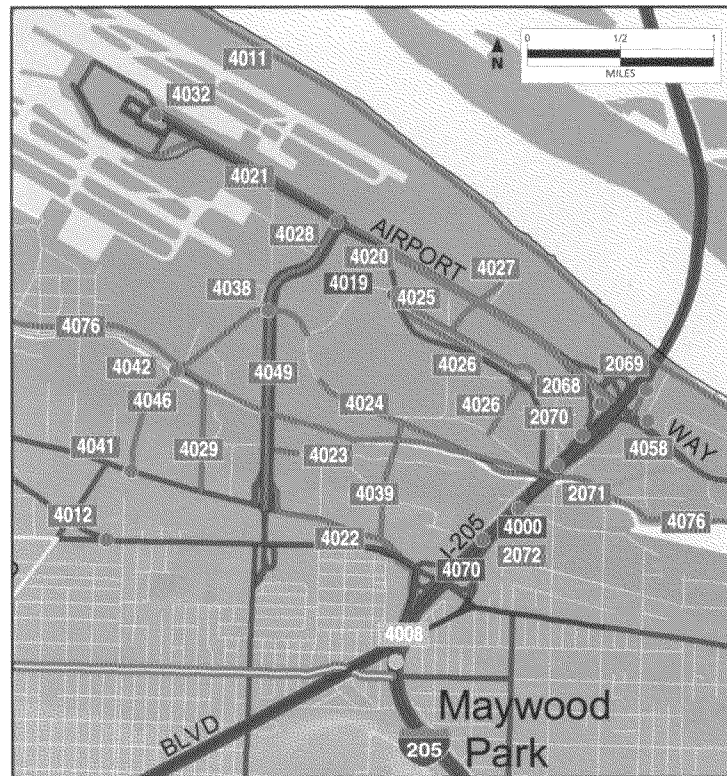
Priority projects by area

CITIZEN VIEW



Bill Stewart
Freight delegate
Regional Transportation Plan
Citizen Advisory Committee

"Good freight mobility is particularly important to the Portland area as we have traditionally served as a distribution center for much of the Northwest. A Regional Transportation Plan that recognizes the importance of freight is critical to the long-term well being of the regional economy."



Columbia Corridor 2000-2005

1139 St. Johns Bridge Restoration

Complete restoration improvements to the bridge.

1152 I-5 Freight Mobility Study

Study to identify improvements to N. Lombard Street to provide better truck access to Rivergate and protect adjacent neighborhoods from freight truck traffic.

4011 NE Marine Drive Bikeway

Retrofit existing street with bike lanes from I-5 to 122nd Avenue to improve access to the Columbia Corridor.

4013 US 30 Bypass – Phase 1 Refinement Study

Study to refine long-term improvements defined in the Columbia Corridor Study, including consideration of additional system and access management strategies.

4014 US 30 Bypass Study – Phase 2

Study to define improvements needed to support US 30 Bypass as a long-term primary freight route from I-5 to I-84.

4015 US 30 Bypass Improvements Study

Study to define improvements needed for better transition of freight movement from Lombard Street to Columbia Boulevard within the US 30 Bypass corridor.

4012 N./NE Lombard/ Killingsworth Traffic Management Improve- ments

Implement comprehensive traffic management plan in the corridor to improve traffic flow. This project includes better signalization at MLK Boulevard, Interstate Avenue; Greeley Avenue, Portsmouth Avenue and Philadelphia Avenue message signs; fiber optic interconnection and communication with the city of Portland's central management computer.

4016 North Willamette Crossing Study

Future study to determine the need for a new bridge from US 30 to the Rivergate industrial area.

2010-2020

4072 N. Force/Broadacre/ Victory Bikeway

Provide a signed bikeway connection to the I-5 river crossing.

Portland Interna- tional Airport Industrial Area 2000-2005

4020 Airport Way Improve- ments, East

Widen Airport Way to three lanes in both directions from 82nd Avenue to I-205.

4022 East End Connector

Construct an at-grade intersection connection from Columbia Boulevard at 82nd Avenue to US 30 Bypass/I-205 interchange and widen I-205 southbound on-ramp at Columbia Boulevard. This project is intended to better distribute traffic between Columbia Boulevard and Lombard Street.

4023 Marx Drive Extension

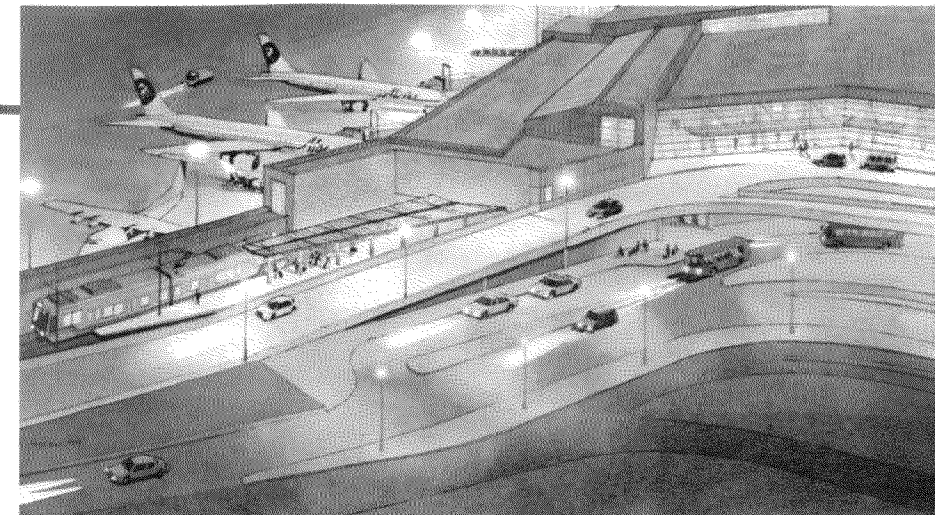
Construct a two-lane extension of Marx Drive to 82nd Avenue.

4024 Alderwood Road Extension

Construct a three-lane extension of Alderwood Road to Clark Road.

4025 International Park- way Extension – Phase 1

Construct a three-lane extension of International Parkway to Cascade Avenue.



*Light rail to the airport
is already under
construction and will
provide passenger service
from Gateway to the
main terminal (as shown
in this rendering.)*

4027 Airport Way/Cascade Grade Separation

Construct a grade-separated crossing at the intersection of Airport Way and Cascade Avenue and widen Airport Way to four lanes in each direction from a new overcrossing to I-205.

4030 NE 11/13th Avenue Connector

Construct a new three-lane roadway and bridge at Columbia Boulevard.

4032 Airport Way Terminal Entrance Roadway Relocation

Relocate and widen Airport Way at the terminal entrance to maintain access and circulation in the terminal area.

4037 Columbia and Lombard Intersection Improvements

Widen turn lanes at the intersection of MLK and Columbia boulevards and MLK Boulevard and Lombard Street.

4040 47th Avenue Intersection and Roadway Improvements

Widen and reconfigure intersection at 47th Avenue and Columbia Boulevard to better facilitate truck turning movements to the cargo area located within the airport area.

4041 Columbia Boulevard/ Alderwood Improvements

Widen and signalize the intersection at Alderwood Road and

Columbia Boulevard to better facilitate truck turning movements to the cargo area located within the airport area.

4042 Cornfoot Road Intersection Improvement

Widen turn lanes and signalize the intersection at Alderwood Road and Cornfoot Road.

4049 NE 82nd Avenue Bikeway

Retrofit the existing street with bike lanes from Columbia Boulevard to Airport Way to improve access to the Columbia Corridor.

4054 N. Columbia Pedes- trian Improvements – Phases 1 and 2

Construct sidewalks and safer pedestrian crossings.

4055 Airtrans/Cornfoot Intersection Improvement

Signalize the intersection and reconfigure traffic flow to provide efficient movement of traffic to adjacent properties.

4057 N./NE Marine Drive Traffic Management Improvements

Implement comprehensive traffic management plan in the corridor to improve traffic flow. This project includes three new traffic signals between N. Portland Road and 185th Avenue, better signalization, message signs, fiber optic interconnection and communication with the city of Portland's central management computer.

4058 NE Airport Way Traffic Management Improvements

Implement comprehensive traffic management plan in the corridor to improve traffic flow. This project includes three new traffic signals between I-205 and 158th Avenue, better signalization, message signs, fiber optic interconnection and communication with the city of Portland's central management computer.

2006-2010

4021 Airport Way Improve- ments, West

Widen Airport Way to three lanes in both directions from 82nd Avenue to the airport terminal.

4029 Cornfoot Road Extension

Construct a two-lane extension of Cornfoot Road from Alderwood Road to Columbia Boulevard to better facilitate truck access to the cargo area located within the south airport area.

4038 82nd Avenue/ Alderwood Road Improvement

Modify the traffic signal at the intersection of 82nd Avenue and Alderwood Road and construct a right turn lane on southbound 82nd Avenue and a second right turn lane on westbound Alderwood Road.

4043 33rd/Marine Drive Intersection Improvement

Signalize the intersection at 33rd Avenue and Marine Drive.

4046 NE Alderwood Bikeway

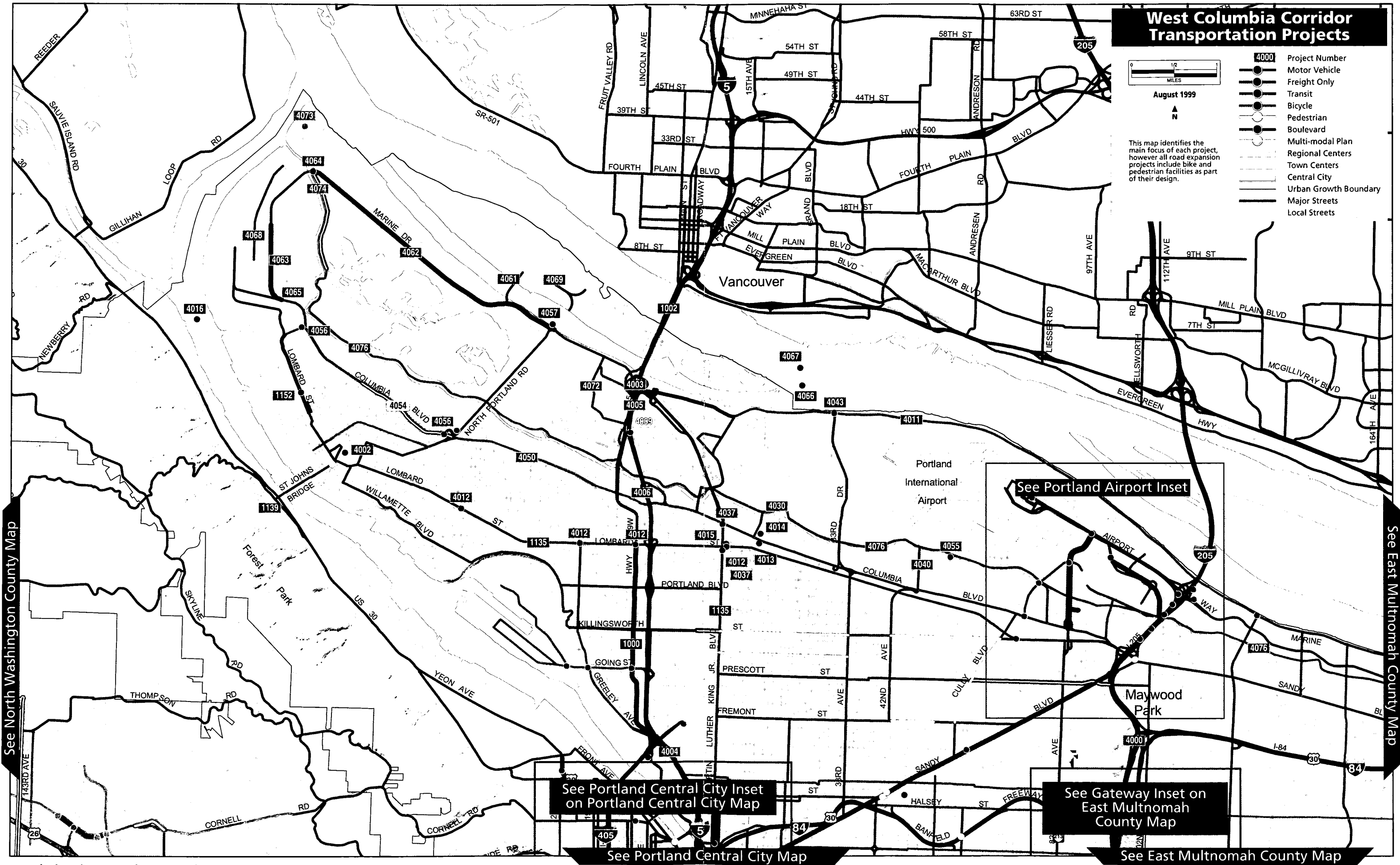
Retrofit the existing street with bike lanes from Columbia Boulevard to Alderwood trail to improve access to the Columbia Corridor industrial and employment areas.

4050 N./NE Columbia Boulevard Bikeway

Retrofit the existing street with bike lanes from Lombard Street east to MLK Boulevard to improve access to the Columbia Corridor industrial and employment areas.

4056 Columbia Boulevard – Traffic Management Improvements

Implement comprehensive traffic management plan in the corridor to improve traffic flow. This project includes better signalization between N. Burgard Street and I-205, message signs, fiber optic interconnection and communication with the city of Portland's central management computer.



- Retrofit major streets in centers and main streets with "boulevard" designs, including Grand/MLK Boulevard and Broadway/Weidler Street couplets in the Lloyd District, Sandy Boulevard in the Hollywood town center, Hawthorne Boulevard and Division Street in Southeast Portland and Barbur Boulevard, Capitol Highway and Beaverton-Hillsdale Highway in Southwest Portland. Boulevard designs include better sidewalks and street crossings, bikeways, curb extensions, lighting, bus shelters and benches.

- Preserve the Willamette River bridges, including sidewalk repair, deck replacement, painting and liftspan repair. Implement South Willamette River crossing recommendations for the Sellwood Bridge.

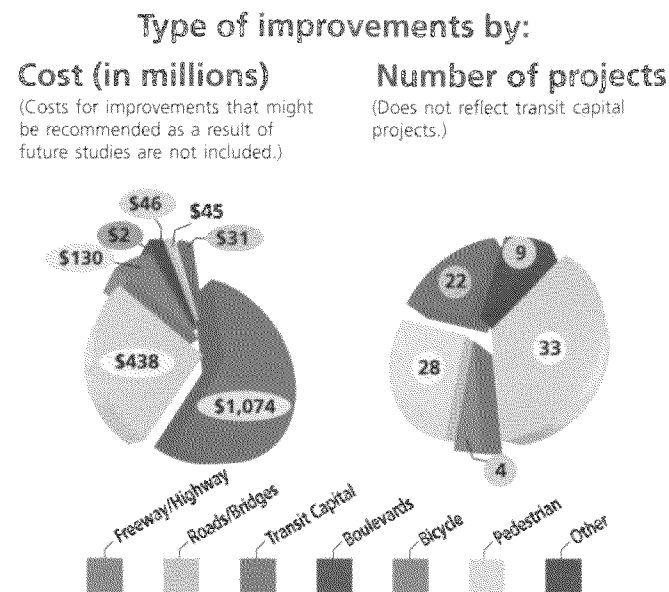
- Emphasize system management strategies and traffic calming throughout Southeast Portland to improve traffic flow and mitigate impact of spillover east/west traffic in the Banfield corridor, particularly along arterial streets parallel to I-84 such as Halsey, Glisan, Burnside and Stark.

COUNCILOR VIEW



Presiding Officer
Rod Monroe
Metro Council
District 6

"Native Oregonians, as well as those who have just moved here, know the same thing: that this Metro region is a very special place to live. This Regional Transportation Plan works to preserve what makes the region so special while protecting our precious resources."



Linking land use and transportation

The 2040 Growth Concept

Adopted in 1995, the 2040 Growth Concept is a 50-year vision of where expected growth should occur in the Portland metropolitan region. This vision is based on using urban land wisely and directs development to centers and along existing major transportation corridors. It relies on a balanced transportation system that accommodates walking, bicycling, driving, using transit and national and international goods movement.

The Regional Transportation Plan

The Regional Transportation Plan sets a regional framework that coordinates city, county, Tri-Met, Oregon Department of Transportation and Port of Portland transportation plans. It identifies specific transportation projects and programs needed to improve our choices for travel and create livable communities throughout the region as envisioned in the 2040 Growth Concept. It also identifies a financial strategy to achieve this vision. Examples of the types of projects included in the plan are: retrofits of major

streets for walking, biking and transit; new street connections and capacity improvements; new multiuse paths and better bike-pedestrian connections to existing paths; and expanded transit service to destinations throughout the region.

In addition, the Regional Transportation Plan identifies other projects that focus primarily on improving regional mobility and access to industrial areas and facilities where goods move from one transportation mode to another. These improvements are primarily focused along major highway corridors throughout the region, including I-5, I-84, I-205, 99E, US 30 and NE Portland Highway in this subarea.

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"Boulevard" retrofits

Central city
Town centers
Main streets

Bicycle and pedestrian facilities

Wider sidewalks
Street lighting and landscaped buffers
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Multiuse paths
Springwater Trail access



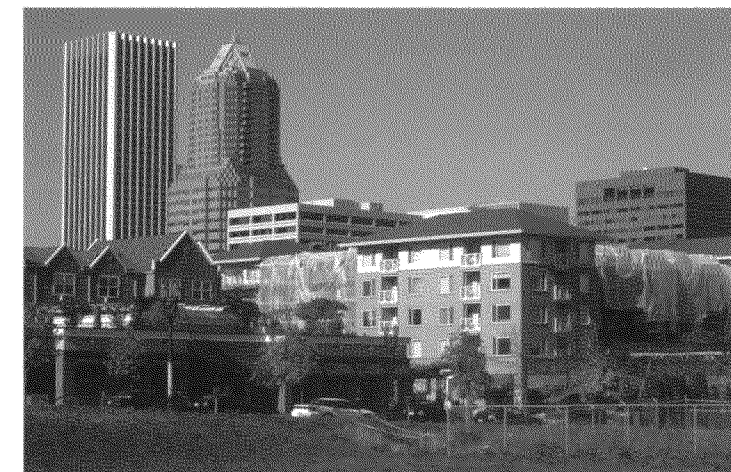
METRO
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Creating livable communities

Getting There Portland Central City

Update on Regional Transportation Plan Projects

FALL 1999

A close-up look at the 20-year regional transportation blueprint for Portland central city and neighborhoods



Transportation improvements in the central city are aimed at linking emerging neighborhoods such as the River District, North Macadam and River-Place (pictured) to the heart of downtown.

Planned transportation projects

Nearly 120 projects and programs have been identified to serve this subarea during the next 20 years. These projects are considered to be the most critical in terms of serving expected growth in this subarea. The projects are grouped by proposed construction date; actual timing depends on the availability of funding.

- Make capacity improvements to I-5 north of Lombard, I-5 south near I-405, 99E to Milwaukie, US 26 west of Sylvan and US 30 in the Columbia Corridor to address predicted increases in traffic that are expected to impact the movement of people and goods to the central city and through the region.

- Add a light rail extension from Rose Quarter transit center to the Expo Center, Clackamas regional center to Rose Quarter transit center, then potentially to Vancouver, Wash., in addition to more frequent service along eastside and westside MAX. Interim bus transit service will serve the McLoughlin Boulevard/Highway 224 corridor from Clackamas regional center to the Portland central city until light rail service can be provided.

- Conduct a detailed I-5 North corridor study and phase implementation of future transit and road-related improvements needed to enhance interstate travel, particularly goods movement to and from the region in this corridor. See *West Columbia Corridor fact sheet for improvements in this corridor*.

- Add rapid bus improvements along Powell Boulevard/Foster

Road to downtown Portland. Evaluate how to implement high-capacity transit service along the Powell/Foster corridor, given the right-of-way constraints in the corridor and expected urbanization of the Damascus area.

- Complete a corridor study of Barbur Boulevard to determine feasibility and timing for high-capacity transit service along this route.

- Complete streetcar improvements in downtown Portland, and rapid and frequent bus improvements from the central city to Gresham, Gateway and Clackamas regional centers and Milwaukie, Tigard, Wilsonville and Hillsdale town centers.

- Expand park-and-ride facilities along the Banfield corridor east of I-205 where such facilities do not conflict with planned land uses.

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Hillsdale Town Center 2000-2005

1168 Hillsdale Intersection Improvements Redesign the intersection at Beaverton-Hillsdale Highway, Capitol Highway and Bertha Boulevard to improve safety.

1172 SW Bertha Bikeway Improvements Widen street from Vermont Street to Beaverton-Hillsdale Highway to construct bicycle lanes.

1174 and 1175 Capitol Highway Pedestrian and Bicycle Improvements Construct bicycle lanes, sidewalks and better crossings for pedestrian and bicycle safety and improve access to transit.

2006-2010

1177 SW Sunset Pedestrian and Bicycle Improvements Construct bicycle lanes, sidewalks and crossing improvements for pedestrian and bicycle safety and improve access to transit.

1181 Beaverton-Hillsdale Highway Traffic Management Improvements Implement comprehensive traffic management plan along Beaverton-Hillsdale Highway to limit traffic congestion and improve traffic flow. This project includes better signalization, message signs, fiber optic interconnection and communication with the city of Portland's central management computer.

2011-2020

1169 SW Vermont Bikeway – Phase 1 and 2 Retrofit existing street with bicycle lanes from Oleson Road to Terwilliger Boulevard to improve access to the town center.

1171 SW 30th Avenue Bikeway Retrofit existing street from Beaverton-Hillsdale Highway to Vermont Street with bicycle lanes to improve access to the town center.

1176 SW Beaverton-Hillsdale Highway Pedestrian and Bicycle Improvements Retrofit existing street from Capitol Highway to 65th Avenue to include better sidewalks and crossings, bicycle lanes and other improvements that enhance access to transit such as curb extensions.

Raleigh Hills Town Center 2000-2005

1189 SW 62nd Avenue at Beaverton-Hillsdale Highway Install a median refuge to make it safer for pedestrians to cross Beaverton-Hillsdale Highway.

2006-2010

1184 Beaverton-Hillsdale Highway/Scholls Redesign Redesign Beaverton-Hillsdale Highway and Scholls Ferry Road intersection to improve safety for all modes of travel.

1185 Oleson Road Improvements Upgrade existing street to urban standards from Fanno Creek to Hall Boulevard. This project involves constructing bicycle lanes and sidewalks where they do not currently exist and providing lighting, better crossings, bus shelters, benches and a new traffic signal at 80th Avenue.

2011-2020

1186 Scholls Ferry Bikeway Retrofit existing street with bicycle lanes from Beaverton-Hillsdale Highway to the Multnomah County line to improve access to the town center.

West Portland Town Center 2000-2005

1193 West Portland Town Center Safety Improvements Construct safety improvements, including traffic signals at the intersection of Capitol Highway, Taylors Ferry Road, Huber Street and Barbur Boulevard, and better sidewalks and crossings.

1195 Barbur Boulevard Design Retrofit existing street within town center to include better sidewalks, curb extensions and safer street crossings.

1198 SW Taylors Ferry Bikeway Retrofit existing street from Capitol Highway to city limits to include bicycle lanes and will involve widening the shoulder and drainage improvements.

1200 Pedestrian Overpass near Markham School Construct a pedestrian crossing over I-5 connecting SW Alfred Street and 52nd Avenue.

1202 SW Capitol Highway Pedestrian and Bicycle Improvements Retrofit existing street from Multnomah Boulevard to Taylors Ferry Road to construct bicycle lanes, sidewalks and safer street crossings for pedestrian and bicycle safety and to improve access to transit.

1206 West Portland I-5 Crossings Study Study to identify possible new connections over I-5 to serve motor vehicle, pedestrian and bicycle travel.

2006-2010

1245 Capitol Highway – Phase 2 Implement West Portland town center study recommendations.

2011-2020

1201 West Portland Town Center Pedestrian District Retrofit Barbur Boulevard and Capitol Highway and intersecting streets within the town center to include better sidewalks and crossings, curb extensions, bus shelters and benches.

Portland Main Streets 2000-2005

1211 Garden Home/Oleson/Multnomah Improvements Reconstruct intersection and provide better sidewalks and crossings to improve access to town center from Multnomah Boulevard to 71st Avenue.

1214 Division Street Transit Improvements – Phase 1 Construct improvements that enhance pedestrian access to transit, improve safety and enhance the streetscape, such as traffic signals, better lighting, bus shelters, benches and crossings.

1217 Multnomah Pedestrian District Construct improvements in Multnomah along Capitol Highway and Multnomah Boulevard that enhance pedestrian access to transit, improve safety and enhance the streetscape, such as traffic signals, better lighting, bus shelters, benches and crossings.

1219 Belmont Pedestrian Improvements Identify improvements along Belmont from 12th to 43rd Avenue that enhance pedestrian access to transit, improve safety and enhance the streetscape, such as traffic signals, better lighting, bus shelters, benches and crossings.

1220 Fremont Pedestrian Improvements Identify improvements along Fremont from 42nd Avenue to 52nd Avenue that enhance pedestrian access to transit, improve safety and enhance the streetscape, such as traffic signals, better lighting, bus shelters, benches and crossings.



1221 Killingsworth Pedestrian Improvements Identify improvements along Killingsworth from Williams to 33rd and 42nd to Cully that enhance pedestrian access to transit, improve safety and enhance the streetscape, such as traffic signals, better lighting, bus shelters, benches and crossings.

1223 NE Alberta Pedestrian Improvements Construct improvements along Alberta from MLK Boulevard to 33rd Avenue that enhance pedestrian access to transit, improve safety and enhance the streetscape, such as traffic signals, better lighting, bus shelters, benches and crossings.

1224 NE Cully/57th Pedestrian and Bicycle Improvements Construct improvements that enhance pedestrian access to transit, improve safety and enhance the streetscape, such as traffic signals, better lighting, bus shelters, benches and crossings.

1227 SE Tacoma Main Street Study Study to identify boulevard-type improvements from Sellwood to McLoughlin Boulevard that enhance pedestrian access to transit, improve safety and enhance the streetscape, such as traffic signals, better lighting, bus shelters, benches and crossings.

1229 SE Woodstock Main Street Study to identify improvements along Woodstock from 39th to 49th Avenue that enhance pedestrian access to transit, improve safety and enhance the streetscape, such as better lighting, bus shelters, benches and crossings.

1239, 1240 and 1242 Traffic Management Improvements Implement comprehensive traffic management plan along Sandy Boulevard, 82nd Avenue and MLK/Interstate Avenue to limit traffic congestion and improve traffic flow. These projects include traffic count stations, better signalization, message signs, fiber optic interconnection and communication with the city of Portland's central management computer.

1247 SE Holgate Bikeway – Phase 1 Stripe bicycle lanes along street from 42nd Avenue to the Portland city limits.

1253 NE Prescott Pedestrian and Bicycle Improvements Construct bicycle lanes, sidewalks and crossing improvements for pedestrian and bicycle safety and to improve access to transit.

2014 Ventura Park Pedestrian District Retrofit existing streets along eastside MAX to include better sidewalks and crossings, curb extensions, bus shelters and benches at major transit stops.

Projects to improve traffic circulation and pedestrian crossings are proposed for the Raleigh Hills town center.

2006-2010

1231 Tacoma Street Traffic Management Implement comprehensive traffic management along Tacoma Street to limit traffic congestion and improve traffic flow. These projects include better signalization, message signs, fiber optic interconnection and communication with the city of Portland's central management computer.

2011-2020

1222 SE Milwaukie Pedestrian Improvements Identify improvements along Milwaukie from Yukon Street to Tacoma Street that enhance pedestrian access to transit, improve safety and enhance the streetscape, such as traffic signals, better lighting, bus shelters, benches and crossings.

Banfield Station Communities 2006-2010

1263 Banfield Pedestrian Improvements Retrofit existing streets along eastside MAX and at intersecting streets to include better sidewalks and crossings, curb extensions, bus shelters and benches.

Willamette River Bridges 2000-2005

1005, 1006 and 1007 Willamette River Bridges Rehabilitation These projects provide a range of improvements to the Broadway, Burnside Morrison and Sauvie Island bridges, including sidewalk repair, deck replacement, painting and lift span repair.

1077 Caruthers Bicycle/Pedestrian Bridge If a new light rail bridge is constructed across the Willamette River, include bike/pedestrian facilities to connect to downtown.

1079 Steel Bridge Pedestrian Way (RATS Phase 1) Construct bicycle and pedestrian overcrossing to improve access to the Steel Bridge and the East Bank esplanade.

2006-2010

1012 Sellwood Bridge Implement South Willamette River Crossing Study recommendations for the Sellwood Bridge.

1013 Willamette River Bridges Accessibility Project Relocate light poles at the Sellwood Bridge.

1062 Willamette River Bridges Accessibility Project Improve bicycle and pedestrian access to the Morrison Bridge.

1075 Willamette River Bridges Accessibility Project Improve bicycle and pedestrian access to the Burnside Bridge.

1139 St. Johns Bridge Restoration Complete restoration improvements to the bridge.

Regional Transit

The projects listed in the Regional Transit section identify major transit capital projects and other improvements that enhance rapid bus and frequent bus service. Capital improvements for rapid bus routes and stations would include transit preferential treatments such as queue-by-pass lanes and signal preemption, park-and-ride facilities, possible off-street station areas and station amenities such as schedule information, ticket machines, lighting, benches, covered shelters and bicycle parking. Capital improvements for frequent bus routes and stations would include transit preferential treatments such as signal preemption, and passenger amenities such as schedule information, covered shelters, curb extensions, lighting and benches. (See Transit Service Strategy fact sheet for additional information.)

2000-2020

1000, 1001 and 1002 Light Rail Expansion Extend light rail service from the Rose Quarter transit center north to the Portland Metropolitan Exposition Center and south to Clackamas regional center, then potentially to Vancouver, Wash. Provide interim bus service along McLoughlin Boulevard and Highway 224 from Clackamas regional center to the Portland central city until light rail service can be provided in this corridor.

1011 Transit Station and Park-and-Ride Upgrades Expand and/or upgrade transit stations and park-and-ride lots in various locations, including the River District, St. Johns, Lents, Hollywood, Parkrose, Hillsdale and Barbur transit centers.

2000-2005

1015 Central City Streetcar Construct streetcar between Portland State University and Good Samaritan Hospital.

1019 Barbur Boulevard Rapid Bus Provide improvements that enhance rapid bus service along Barbur Boulevard from downtown Portland to Tigard.

1046 Transit Mall Restoration Provide improvements to transit mall in downtown Portland in conjunction with construction of light rail transit.

1228 Powell Boulevard/Foster Road High-Capacity Transit Corridor Study Study the potential for high-capacity transit service or other improvements from the Ross Island Bridge to Damascus town center to address travel demand in the corridor.

1232 NW 23rd/Mt. Tabor Frequent Bus Provide improvements that benefit new frequent bus service along Belmont connecting to NW 23rd Avenue.

2006-2010

1118 Sandy Boulevard Frequent Bus Provide capital improvements that enhance frequent bus service along Sandy Boulevard.

1135 MLK/Lombard Frequent Bus Provide capital improvements that enhance new frequent bus service along MLK Boulevard and Lombard Street from downtown Portland to St. Johns.

1233 Hawthorne Boulevard Frequent Bus Provide improvements that enhance new frequent bus service along Hawthorne Boulevard.

1241 Grand Avenue/MLK Boulevard Frequent Bus Construct improvements that enhance frequent bus service, such as timing of traffic signals and restriping travel lanes.

2025 Division Street Frequent Bus Provide capital improvements that benefit frequent bus service along Division Street from downtown Portland to Gresham.

7023 Powell/Foster Corridor Rapid Bus Provide improvements that enhance new rapid bus service along Powell/Foster corridor from downtown Portland to Damascus.

Regional Trails 2006-2010

1009 Springwater Trail Connection Construct multiuse path designed for bicycle and pedestrian use from the Sellwood Bridge to the Springwater Corridor trail.

COUNCILOR VIEW



David Bragdon
Metro Council
District 7

"The draft Regional Transportation Plan includes many different kinds of projects. I believe some will work better than others. Now is the time for you to let me know what you think so that together we can make the best decisions possible for our community."

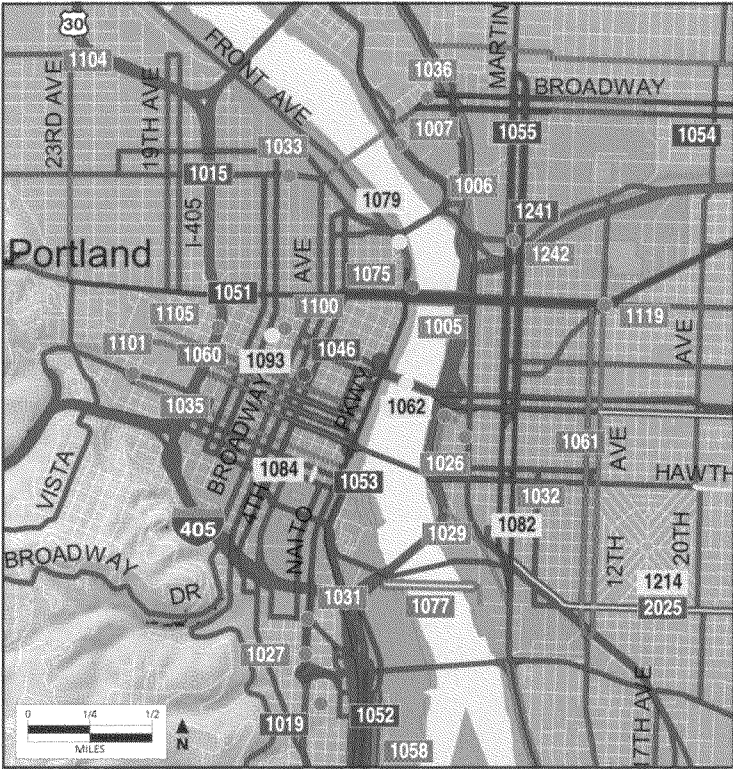
CITIZEN VIEW



Patty Lee
Southwest Portland
Regional Transportation Plan
Citizen Advisory Committee

"I really feel that only excellent, fast bus service will help get people where they need to go. Bus routes that help people move east to west within Southwest Portland are particularly important."

Priority projects by community



CITIZEN VIEW



Lois Achenbach
Northeast Portland
Regional Transportation Plan
Citizen Advisory Committee

"The streetscape will reflect a more human scale to encourage walking. Benches will dot pedestrian ways to provide resting places for shoppers and transit riders; medians will provide refuges for crossing wide busy streets."

Portland Central City 2000-2005

- 1016 Rose Quarter Track Reconstruction** Replace light rail track at the Rose Quarter transit center.
- 1027 South Portland Improvements** Implement study recommendations to improve access to the central city by all modes.
- 1028 Kerby Street Interchange** Realign I-405 off-ramp at Kerby Street to improve local access and calm traffic.
- 1029 Water Avenue Extension** Construct new two-lane extension of street with sidewalks, bicycle lanes and landscaping to improve access to the Willamette River Greenway.
- 1032 Southern Triangle Circulation Improvements** Improve traffic movement and access to the Central Eastside Industrial District and the central city.
- 1033 Lovejoy Ramp Reconstruction** Remove the Lovejoy ramp to support development of housing in the River District area. Project also will include sidewalks and transit facilities.

- 1034 Lower Albina RR Crossing** Construct a new roadway overcrossing of rail facilities to separate truck and rail freight movements. This project is intended to eliminate freight truck delay experienced when trains block multiple local street intersections.
- 1035 SW Columbia Street Reconstruction** Rebuild street to improve access to central city by all modes.
- 1036 Broadway/Flint Arena Access** Realign intersection to improve access to the Rose Garden arena.
- 1051 E/W. Burnside Street Traffic Management Improvements** Boulevard retrofit of street from Bancroft Street to Ross Island Bridge, including pavement reconstruction, wider sidewalks, curb extensions, safer crossings and traffic management to limit motorist delays.
- 1052 North Macadam Improvements and Traffic Management Improvements** Boulevard retrofit of street from Bancroft Street to Ross Island Bridge, including pavement reconstruction, wider sidewalks, curb extensions, safer crossings and traffic management to limit motorist delays.
- 1053 Naito Parkway Improvements and Traffic Management Improvements** Boulevard retrofit of street from NW Davis Street to SW Market Street, including pavement reconstruction, median islands, bicycle lanes, wider sidewalks, curb extensions, safer crossings and traffic management to limit motorist delays.

- 1054 Broadway/Weidler Improvements – Phase 2 and 3** Boulevard retrofit of street from 15th Avenue to 24th Avenue including wider sidewalks, curb extensions, safer crossings, street trees and traffic signals.
- 1058, 1060, 1061, 1064, 1069 Bicycle Lane Retrofits** Retrofit existing streets with bicycle lanes throughout the central city, along SW Moody, SW Salmon/Taylor/Madison/Main, SE 11th/12th Avenue bikeway, N. Interstate bikeway and E. Burnside.
- 1080 Hawthorne Boulevard Pedestrian Improvements** Make street safer for pedestrians and improve access to transit from 20th Avenue to 60th Avenue with better lighting, safer street crossings, bus shelters and benches. This project also will include bicycle parking and bicycle facility upgrades on parallel streets.
- 1084 Clay/Second Pedestrian/Vehicle Signal** Install a new traffic signal to make street safer for pedestrian crossings.

- 1093 Central City Pedestrian Enhancements Study** Future study to identify needed pedestrian improvements to address locations lacking pedestrian crossings, difficult bridge crossings and access over freeways.
- 1096 Barbur/I-5 Corridor Study** Study to identify needed improvements for motor vehicle, truck, bicycle, pedestrian and transit travel in the corridor.
- 1100 Central City Traffic Management Improvements** Limit traffic congestion and improve traffic flow in the central city by improving traffic signal operations along arterial streets.

- 1104 and 1207 Traffic Management Improvements** Limit traffic congestion and improve traffic flow in the central city by using computer technology to improve traffic signal operations along NW Yeon/St. Helens and Barbur Boulevard.

2006-2010

- 1025 I-5/North Macadam Access Improvements** Construct new northbound I-5 off-ramp to Macadam Avenue.
- 1037 Bybee Boulevard Overcrossing** Replace existing bridge with a four-lane bridge with standard clearance.
- 1101, 1102 and 1103 Traffic Management** Implement comprehensive traffic management plan along Jefferson Street, Macadam Avenue, Going Street and SW/NW 14th/16th Avenue to limit traffic congestion and improve traffic flow. These projects include better signalization, message signs, fiber optic interconnection and communication with the city of Portland's central management computer.

2011-2020

- 1004 I-5 South Improvements** Add auxiliary lanes from Terwilliger Boulevard to the Ross Island Bridge, Capitol Highway to 99W and I-205 to the Charbonneau interchange and widen the northbound I-5 on-ramp to northbound I-205 to two lanes.
- 1024 I-5/McLoughlin Ramps** Construct new on-ramp from McLoughlin Boulevard to I-5 north.
- 1026 Water Avenue Ramps on I-5** Construct new freeway access from the Central Eastside Industrial District to I-5.
- 1031 I-405/US 26 Connector** Construct new freeway access from the Ross Island Bridge to I-405 to US 26.

- 1055 MLK/Grand Improvements** Retrofit existing street with boulevard design features, including construction of wider sidewalks, curb extensions, safer street crossings and street trees.

Swan Island Industrial Area 2000-2005

- 1109 Going Street Rail Overcrossing** Widen intersection at Swan Island entrance to improve access to industrial area.
- 1113 Swan Island Bicycle Lane Retrofit** Retrofit existing street with bicycle lanes to improve access to employment and industrial areas within the Columbia Corridor.

Hollywood Town Center 2000-2005

- 1119 Sandy Boulevard/Burnside/12th Avenue Intersection** Redesign existing intersection to make it safer for all modes of travel.
- 1120 Sandy Boulevard Multi-Modal Improvements – Phase 1** Redesign intersections from 12th to 47th avenues to improve safety for all modes of travel.
- 1125 NE/SE 50s Bicycle Boulevard Retrofits** Retrofit existing streets with a bicycle boulevard design, providing an important connection between Northeast Portland and Southeast Portland.
- 1130 Hollywood Town Center Pedestrian District Improvements** Identify improvements that enhance pedestrian access to transit, improve safety and enhance the streetscape, such as better lighting and crossings.



A "boulevard" retrofit to make it easier for people to walk, bike or use transit is proposed for Sandy Boulevard, where heavy traffic now divides the Hollywood town center.

- 1133 Hollywood Town Center Plan** Study to identify long-term transportation needs for motor vehicle, truck, bicycle, pedestrian and transit travel in the town center.

2006-2010

- 1121 and 1122 Sandy Boulevard Multi-Modal Improvements – Phase 2** Redesign intersections from 47th to 109th avenues to improve safety for all modes of travel.
- 1145 N. St. Louis/Fessenden Bikeway** Retrofit bicycle lanes on existing street from Columbia Way to Willamette Boulevard.
- 1146 N. Greeley/Interstate Bikeway** Retrofit bicycle lanes on existing street from Willamette Boulevard to Russell Street. This project provides a regional corridor bikeway from North Portland to the central city.
- 1150 St. Johns Town Center Pedestrian District** Enhance pedestrian access to transit, improve safety and enhance the streetscape, such as better lighting and crossings.
- 1151 St. Johns Town Center Plan** Study to identify long-term transportation needs for motor vehicle, truck, bicycle, pedestrian and transit travel in the town center.
- 1152 I-5 Freight Mobility Study** Study to identify improvements to N. Lombard Street to provide better truck access to Rivergate and protect adjacent neighborhoods from freight truck traffic.

2011-2020

- 1144 N. Portland Road Bikeway** Retrofit existing street with bicycle lanes from St. Louis to Richmond to improve access to the town center.

Lents Town Center 2000-2005

- 1157 SE 92nd Avenue Bikeway** Retrofit bicycle lanes on existing street from Stark Street to Lincoln Street and Powell Boulevard to Foster Road.
- 1158 Lents Town Center Pedestrian District** Enhance pedestrian access to transit, improve safety and enhance the streetscape, such as traffic signals, better lighting, bus shelters, benches and crossings.

- 1159 Foster Road Pedestrian Access to Transit Improvements** Make street safer for pedestrians and improve access to transit from Powell Boulevard to the town center with wider sidewalks, lighting, safer crossings, bus shelters and benches.

- 1163 Lents Town Center Plan** Study to identify long-term transportation needs for motor vehicle, truck, bicycle, pedestrian and transit travel in the town center.

2006-2010

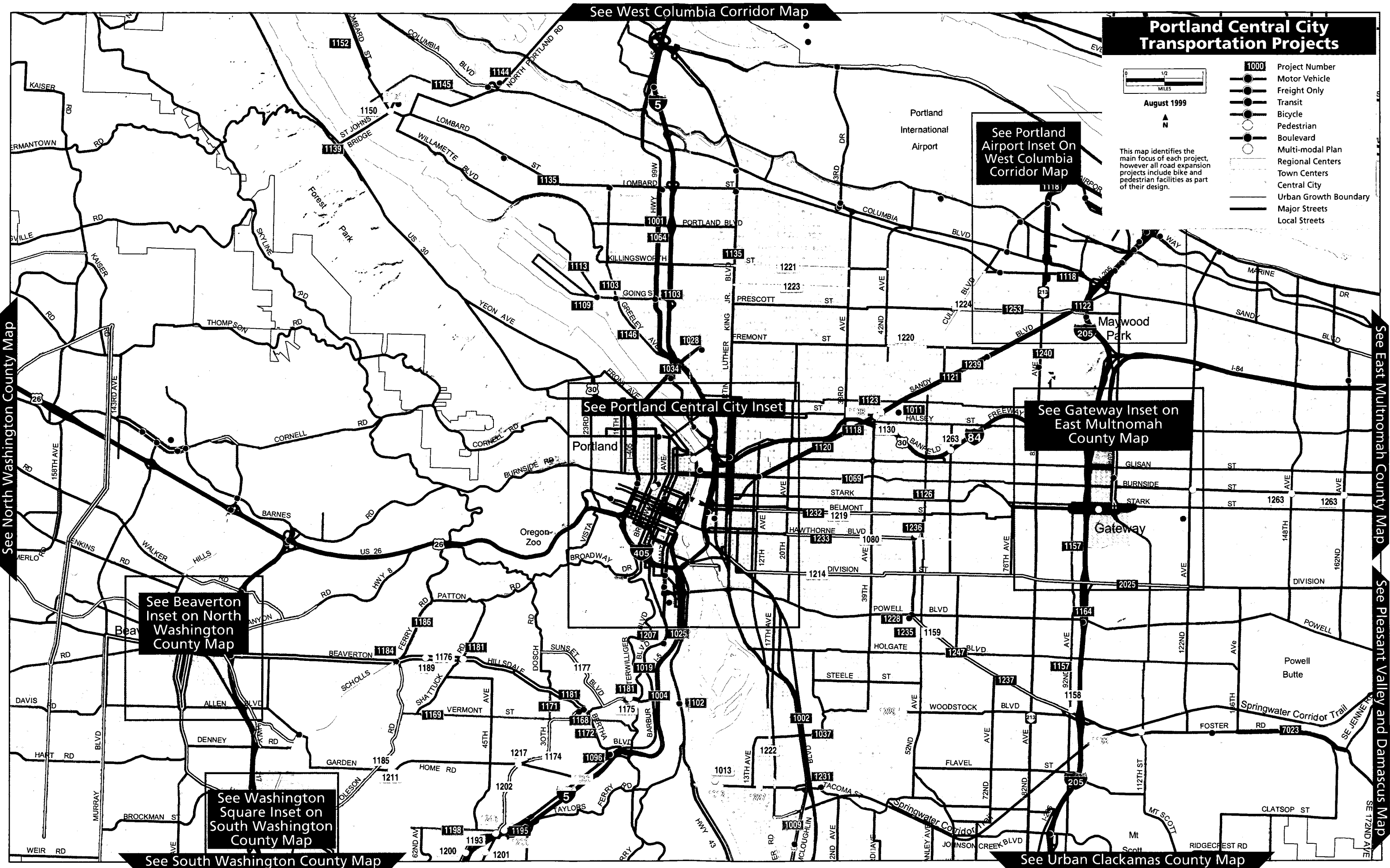
- 1164 I-205 Ramp Study** Study possible I-205 ramp improvements at Powell Boulevard and Foster Road.

COUNCILOR VIEW

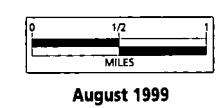


Ed Washington
Metro Council
District 5

"As we look to the future, there are two basic issues that we must balance. One is how to plan for a road transportation system that really works because it is such an important link in our economy. The second issue is to provide alternatives that help protect the health of the people and the livability of their neighborhoods."



Portland Central City Transportation Projects



August 1999



This map identifies the main focus of each project, however all road expansion projects include bike and pedestrian facilities as part of their design.

- 1000 Project Number
- Motor Vehicle
- Freight Only
- Transit
- Bicycle
- Pedestrian
- Boulevard
- Multi-modal Plan
- Regional Centers
- Town Centers
- Central City
- Urban Growth Boundary
- Major Streets
- Local Streets

See North Washington County Map

See East Multnomah County Map

See Pleasant Valley and Damascus Map

See Beaverton Inset on North Washington County Map

See Washington Square Inset on South Washington County Map

See South Washington County Map

See Urban Clackamas County Map

open for list of corresponding project descriptions

- Implement a transportation management association with employers in Gresham and Gateway.
- Develop a regional strategy to evaluate the need for expanding park-and-ride facilities in and near Gateway where such facilities do not conflict with planned land uses.

COUNCILOR VIEWS



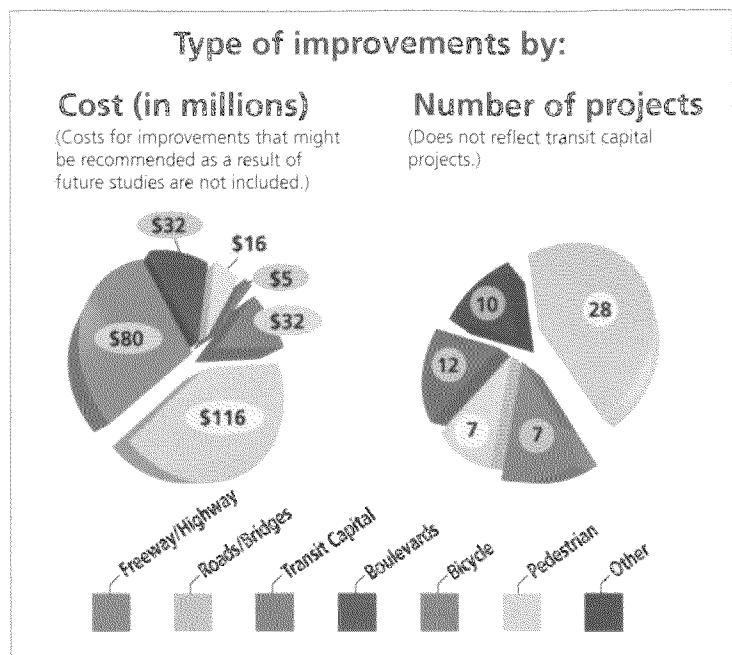
Presiding Officer
Rod Monroe
Metro Council
District 6

"Native Oregonians, as well as those who have just moved here, know the same thing: that this Metro region is a very special place to live. This Regional Transportation Plan works to preserve what makes the region so special while protecting our precious resources."



Rod Park
Metro Council
District 1

"This plan brings a portion of much-needed resources to the East County area. But is it the right mix of transportation projects? I need to hear from you to make sure this will work for you and your family."



Linking land use and transportation

The 2040 Growth Concept

Adopted in 1995, the 2040 Growth Concept is a 50-year vision for where expected growth should occur in the Portland metropolitan region. This vision is based on using urban land wisely and directs development to centers and along existing major transportation corridors. It relies on a balanced transportation system that accommodates walking, bicycling, driving, using transit and national and international goods movement.

The Regional Transportation Plan

The Regional Transportation Plan sets a regional framework that coordinates city, county, Tri-Met, Oregon Department of Transportation and Port of Portland transportation plans. It identifies specific transportation projects and programs needed to improve our choices for travel and create livable communities throughout the region as envisioned in the 2040 Growth Concept. It also identifies a financial strategy to achieve this vision. Examples of the types of projects included in the plan are: retrofits of major

streets for walking, biking and transit; new street connections and capacity improvements; new multiuse paths and better bike-pedestrian connections to existing paths; and expanded transit service to destinations throughout the region.

In addition, the Regional Transportation Plan identifies other projects that focus primarily focus on improving regional mobility and access to industrial areas and facilities where goods move from one transportation mode to another. These improvements are primarily focused along major highway corridors throughout the region, including I-205, I-84 and the I-84/US 26 connector in East Multnomah County.

For more info

To learn more about meetings, hearings and other opportunities for involvement, call Metro's transportation hotline, (503) 797-1900, or TDD, (503) 797-1804. You can also send e-mail to the Transportation Department at trans@metro-region.org

Metro's Regional Transportation Plan Fall 1999 Facts Pack

Getting There newsletter,
The RTP in brief

Transportation strategy
fact sheets:

- 1 West Columbia Corridor
- 2 Portland Central City
- 3 East Multnomah County
- 4 Pleasant Valley and Damascus
- 5 Urban Clackamas County
- 6 South Washington County
- 7 North Washington County
- 8 Transit Service Strategy

Metro - Protecting the nature of our region

"It's better to plan for growth than ignore it."

Planning is Metro's top job. Metro provides a regional forum where cities, counties and citizens can resolve issues related to growth—things such as protecting streams and open spaces, transportation and land-use choices and increasing the region's recycling efforts. Open spaces, salmon runs and forests don't stop at city limits or county lines. Planning ahead for a healthy environment and stable economy supports livable communities now and protects the nature of our region for the future.

Metro serves 1.3 million people who live in Clackamas, Multnomah and Washington counties and the 24 cities in the Portland metropolitan area. Metro provides transportation and land-use planning services and oversees regional garbage disposal and recycling and waste reduction programs.

Metro manages regional parks and greenspaces and the Oregon Zoo. It also oversees operation of the Oregon Convention Center, Civic Stadium, the Portland Center for the Performing Arts and the Portland Metropolitan Exposition (Expo) Center, all managed by the Metropolitan Exposition-Recreation Commission.

For more information about Metro or to schedule a speaker for a community group, call (503) 797-1510 (public affairs) or (503) 797-1540 (council).

Metro's web site:
www.metro-region.org

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3

INSIDE

Road expansion

I-84/US 26 connector
I-84
I-205
Airport access
New street connections

Transit

Expanded transit service
Pedestrian access
Bus shelters and benches
Employee commuting programs
Transit-oriented development

"Boulevard" retrofits

Gresham
Gateway
Rockwood
Troutdale

Bicycle and pedestrian facilities

Wider sidewalks
Street lighting and landscaped buffers
Bike lanes
Multiuse paths
Springwater Trail access



METRO
Regional Services
Creating livable communities

Getting There East Multnomah County

Update on Regional Transportation Plan Projects

FALL 1999

A close-up look at the 20-year regional transportation blueprint for East Multnomah County



Metro's goal is to provide a range of transportation choices and to create livable communities now and in the future. Main Avenue in Gresham is a good example of a street that works for pedestrians, bicyclists, transit riders and motorists.

Planned transportation projects

Nearly 75 projects and programs have been identified to serve East Multnomah County during the next 20 years. The following projects are considered to be the most critical in terms of serving planned growth in this subarea. The projects are grouped by proposed construction date; actual timing depends on the availability of funding.

- Build interim phases of the I-84/US 26 connector, connecting the Gresham regional center to the highway system and providing safe, convenient connections from North and Northeast Portland to Mt. Hood and Central Oregon. Additional right-of-way preservation and access management will be needed along the Hogan Road/242nd Avenue corridor.

- Conduct a detailed I-205 corridor study and phase the implementation of additional transit and road-related improvements needed to enhance interstate travel, particularly moving goods to and from the region. The long-term vitality of the eastern portion of the Columbia Corridor depends on continued access to the regional highway system, intermodal facilities in the western portion of the corridor, Portland International Airport and the pool of workers in Oregon and Washington.

- Develop a Gateway traffic management plan that identifies projects to mitigate cut-through traffic on residential streets, improve traffic flow on regional streets and provide better bicycle and pedestrian connections and access to transit.

- Retrofit major streets in the Gresham, Gateway, Troutdale

and Fairview regional centers and town centers with "boulevard" designs, including Division Street, Burnside Street, Eastman Parkway in Gresham and Stark and Washington streets in Gateway. These boulevard designs will include better sidewalks and street crossings, bikeways, curb extensions, lighting, bus shelters and benches.

- Expand Gateway transit service to include rapid bus service from Oregon City along I-205, light rail to Portland International Airport and improved Banfield light rail frequencies.
- Expand Gresham transit service to include frequent bus from downtown Portland along Division Street, and from Pleasant Valley/Damascus and primary bus on all other transit corridors.

turn to back page

"Better north-south connections are needed to link I-84 and US 26. We need to work together to accomplish this and reach consensus on the best solutions."

Priority projects by community

Gateway Regional Center 2000-2005

1157 SE 92nd Avenue Bikeway

Retrofit bicycle lanes on existing streets from Stark Street to Lincoln Street and Powell Boulevard to Foster Road.

2012 SE Stark/Washington Improvements

Boulevard retrofit of street from 92nd to 108th Avenue including bike lanes, wider sidewalks, curb extensions and safer street crossings. This project also provides traffic safety improvements and traffic management to limit motorist delays.

2014 Ventura Park Pedes- trian District

Retrofit existing streets along Eastside MAX to include better sidewalks and crossings, curb extensions, bus shelters and benches at major transit stops.

2015 NE/SE 102nd/Cherry Blossom Bikeway

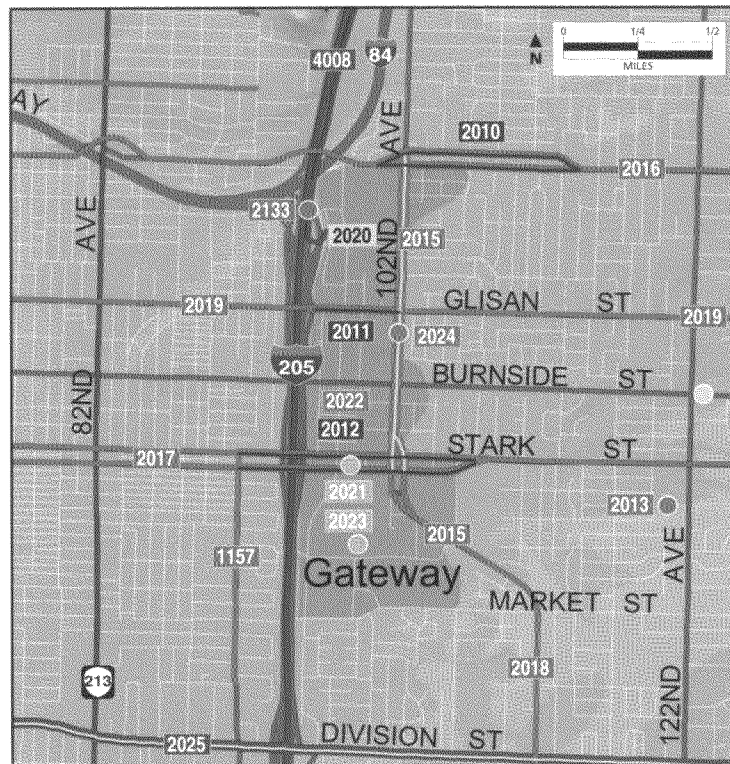
Retrofit the existing street with bike lanes from Halsey to Market Street to improve access to the regional center.

2016 NE Halsey/92nd Avenue Bikeway

Retrofit the existing street with bike lanes from 92nd Avenue at Tillamook Street to 102nd Avenue at Halsey Street to Portland city limit to improve access to the regional center.

2017 SE Stark/Washington Bikeway

Retrofit the existing street with bike lanes from 75th Avenue to the Portland city limits (outside of the Gateway regional center) to improve access to the regional center.



2019 NE Glisan Bikeway

Retrofit the existing street with bike lanes from 47th to 162nd Avenue to improve access to the regional center.

2020 Gateway Regional Center Pedestrian District

Retrofit existing streets within the regional center and pedestrian corridors linking to Eastside MAX to include better sidewalks and crossings, lighting, curb extensions, bus shelters and benches.

2021 Gateway Regional Center Transportation Plan

Study to identify long-term transportation needs for motor vehicle, truck, bicycle, pedestrian and transit travel in the regional center.

2024 102nd Corridor Safety Project

Provide full signal remodels at Glisan and Halsey streets, minor signal modifications, overhead signing along the corridor and reconfiguring of 102nd at Stark and Washington streets.

2006-2010

2010 Halsey/Weidler Boulevard and Traffic Management Improvements

Boulevard retrofit of these streets within the regional center, including wider sidewalks, curb extensions and crossing improvements, and improving traffic management to limit motorist delays.

2011 Glisan Street Boule- vard and Traffic Manage- ment Improvements

Boulevard retrofit of the street within the regional center including wider sidewalks, curb extensions and crossing improvements, and improving traffic management to limit motorist delays.

1231 Tacoma Street Traffic Management Improve- ments

Implement comprehensive traffic management along Tacoma Street to limit traffic congestion and improve traffic

flow. These projects include better signalization, message signs, fiber optic interconnection and communication with the city of Portland's central management computer.

2022 Gateway Traffic Management

Implement comprehensive traffic management plan throughout the regional center to reduce cut-through traffic on residential streets and improve traffic flow on regional streets. This project also includes utility improvements.

2023 Gateway Transporta- tion Management Associa- tion Startup

Implement a transportation management association program with employers in the regional center.

2011-2020

2018 SE 111th/112th Avenue Bikeway

Retrofit existing streets with bike lanes from Mt. Scott Boulevard to Market Street.

Gresham Regional Center 2000-2005

2041 257th Avenue Improvements

Construct arterial improvements from Division Street to Powell Valley Road including bike lanes, sidewalks, traffic signals, landscaping, lighting and drainage.

2042 257th Avenue Intersection Improvements

Realign the intersection of 257th Avenue/Palmquist Road/US 26 to increase safety for all modes of travel.

2047 Division Street Improvements

Boulevard retrofit of street from Wallula Street to Hogan Road including bike lanes, wider sidewalks, curb extensions and safer street crossings.

2049 Powell Boulevard Improvements

Boulevard retrofit of street from Birdsdales Road to Hogan Road including bike lanes, wider sidewalks, curb extensions and safer street crossings.

2057 Gresham Regional Center Pedestrian and Ped-to-MAX Improvements

Retrofit existing streets within the regional center and pedestrian corridors linking to Eastside MAX to include better sidewalks and crossings, lighting, curb extensions, bus shelters and benches.

2065 Phase 3 Signal Optimization

Implement comprehensive traffic management plan throughout Gresham and Multnomah County to limit traffic congestion and improve traffic flow. This project includes traffic cameras, better signalization, variable message signs, highway advisory radio emitters throughout city and county facilities for detection and management of arterial incidents, especially near I-84.

2006-2010

2028 Powell Boulevard Improvements

Widen the street to five lanes from I-205 to Eastman Parkway including sidewalks and bike lanes.

2035 Cleveland Street Reconstruction

Reconstruct the existing street from Stark Street to Powell Boulevard.



Projects to improve traffic circulation and pedestrian crossings are proposed in the heavily traveled Gateway regional center.

2045 190th/Highland Drive Improvements

Reconstruct and widen the street to five lanes from Butler Road to Powell Boulevard with sidewalks and bike lanes.

2048 Burnside Street Improvements

Complete boulevard retrofit of street from Wallula Street to Hogan Road including bike lanes, wider sidewalks, curb extensions and safer street crossings.

2056 Division Street Bikeway

Retrofit the existing street with bike lanes from 182nd to Wallula Avenue.

2062 Gresham Regional Center Transportation Management Association Startup

Implement a transportation management association program with employers in the regional center.

2011-2020

2031 Hogan Corridor Improvements

Move the regional freight route designation from 181st/Burnside Road to 242nd Avenue from I-84 to US 26 and revise road signs in that corridor.

2032 Burnside/Hogan Intersection Improvement

Improve safety of the intersection by adding a southbound through-lane on Hogan Road.

2036 Wallula Street Reconstruction

Reconstruct the existing street from Division Street to Stark Street.

2059 Division Street Pedestrian-to-Transit Access Improvements

Make street safer for pedestrians and improve access to transit from 175th Avenue to Wallula Avenue with wider sidewalks, lighting, crossings, bus shelters and benches.

Columbia Corridor 2000-2005

2077 181st Avenue Widening

Widen street to three lanes southbound from Halsey Street to eastbound on-ramp at I-84.

2078 162nd Railroad Crossing Improvements

Reconstruct and widen a narrow railroad overcrossing to more safely accommodate motor vehicles, trucks, buses, pedestrians and bicycles.

2080 202nd Railroad Crossing Improvement

Reconstruct and widen a narrow railroad overcrossing to more safely accommodate motor vehicles, trucks, buses, pedestrians and bicycles.

2081 223rd Railroad Crossing Improvement

Reconstruct and widen a narrow railroad overcrossing to more safely accommodate motor vehicles, trucks, buses, pedestrians and bicycles.

2086 NE 138th Avenue Improvements

Replace the deteriorating timber bridge to improve safety and access to the Columbia Corridor industrial and employment areas.

2087 NE 158th Avenue Improvements

Upgrade the existing street to urban standards from Sandy Boulevard to Marine Drive. This project addresses storm drainage issues and includes constructing bike lanes, sidewalks and a bridge to replace culverts along the Columbia Slough.

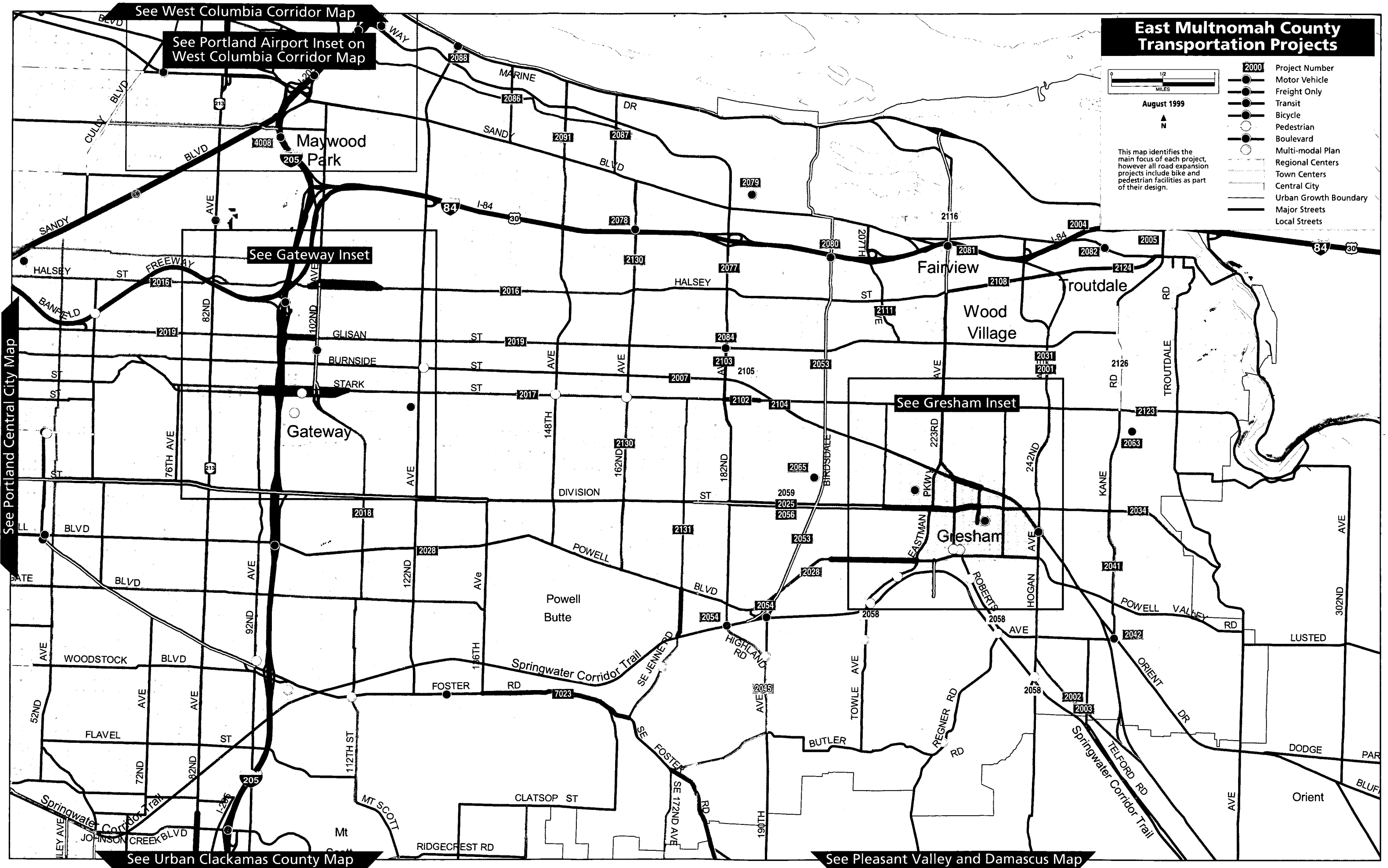
2088 NE Marine Drive/ 122nd Avenue Improve- ments

Add a traffic signal to the intersection and widen the dike to install a left turn lane on Marine Drive.

2006-2010

2091 NE/SE 148th Avenue Bikeway

Retrofit the existing street with bike lanes from Marine Drive to I-84 multiuse path.



East Multnomah County Transportation Projects

August 1999

This map identifies the main focus of each project, however all road expansion projects include bike and pedestrian facilities as part of their design.

●	2000	Project Number
●		Motor Vehicle
●		Freight Only
●		Transit
●		Bicycle
○		Pedestrian
●		Boulevard
○		Multi-modal Plan
○		Regional Centers
○		Town Centers
○		Central City
○		Urban Growth Boundary
—		Major Streets
—		Local Streets

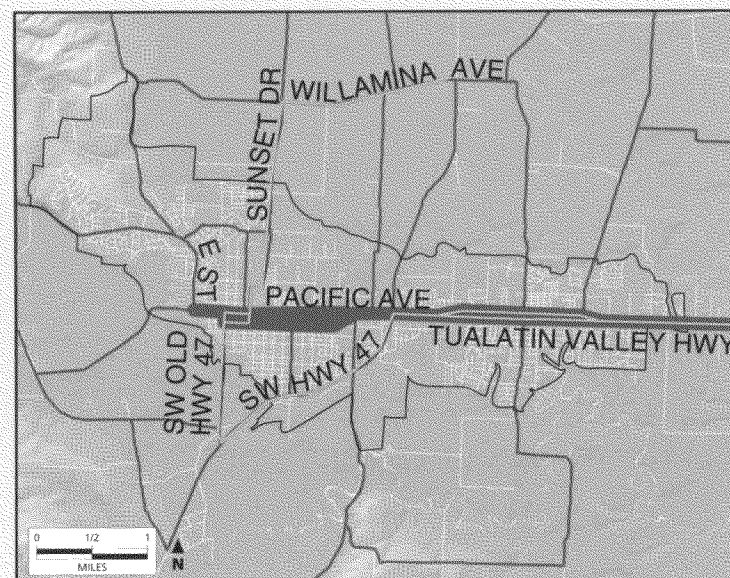
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When implemented together, the improvements described in this fact sheet will provide a transit system that better meets current and expected travel needs by offering:

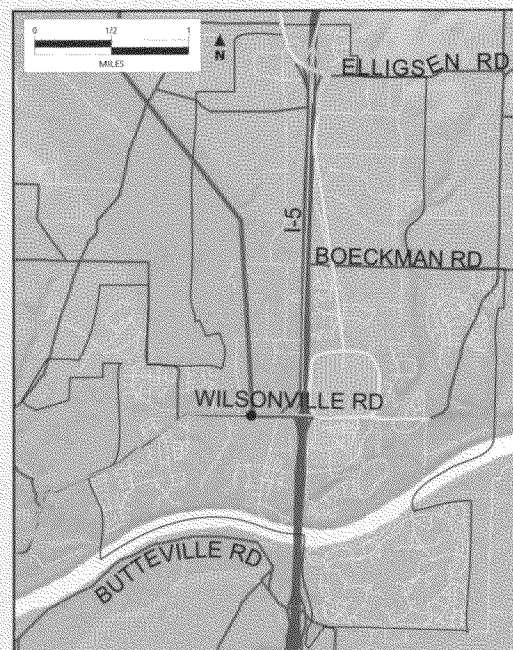
- Faster, more direct connections to different communities and regional destinations – minimizing the need to go to downtown Portland to transfer.
- New community and local routes to better serve neighborhoods, employment areas and schools.

- Efficient, reliable service with adequate passenger capacity at all times.
- Improved bus connections with light rail so that more people can have easy access to this regional fixed-route form of transit.
- New low-floor air-conditioned buses with security cameras and bigger windows, providing access to the regional transit network for everyone, including individuals who use mobility devices.

- Improved bus stops with amenities such as shelters, special lighting, phones, maps, schedules, better sidewalks and electronic signs showing actual bus arrival times.
- Support of transportation management associations, coalitions of employers dedicated to improving commute options for their employees and customers.



Forest Grove and Cornelius inset



Wilsonville inset

Metro's Regional Transportation Plan Fall 1999 Facts Pack

Getting There newsletter,
The RTP in brief

Transportation strategy
fact sheets:

- 1 West Columbia Corridor
- 2 Portland Central City
- 3 East Multnomah County
- 4 Pleasant Valley and Damascus
- 5 Urban Clackamas County
- 6 South Washington County
- 7 North Washington County
- 8 Transit Service Strategy

Metro – Protecting the nature of our region

*"It's better to plan for growth
than ignore it."*

Planning is Metro's top job. Metro provides a regional forum where cities, counties and citizens can resolve issues related to growth – things such as protecting streams and open spaces, transportation and land-use choices and increasing the region's recycling efforts. Open spaces, salmon runs and forests don't stop at city limits or county lines. Planning ahead for a healthy environment and stable economy supports livable communities now and protects the nature of our region for the future.

Metro serves 1.3 million people who live in Clackamas, Multnomah and Washington counties and the 24 cities in the Portland metropolitan area. Metro provides transportation and land-use planning services and oversees regional garbage disposal and recycling and waste reduction programs.

Metro manages regional parks and greenspaces and the Oregon Zoo. It also oversees operation of the Oregon Convention Center, Civic Stadium, the Portland Center for the Performing Arts and the Portland Metropolitan Exposition (Expo) Center, all managed by the Metropolitan Exposition-Recreation Commission.

For more information about Metro or to schedule a speaker for a community group, call (503) 797-1510 (public affairs) or (503) 797-1540 (council).

Metro's web site:
www.metro-region.org

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Pleasant Valley and Damascus

Citizen views



METRO
Regional Services
Creating livable
communities

Getting There Transit Service Strategy

Update on Regional Transportation Plan Projects

FALL 1999

Regional Transit Service Strategy for 2040



*Although most of today's
bus service focuses on
neighborhood routes,
future service will
include faster "rapid bus"
service in several corri-
dors, and more conven-
ient "frequent bus"
for short hops along
busy main streets and
corridors.*

Regional transportation strategy

The Regional Transportation Plan is a 20-year transportation blueprint for the region. As part of the current update to the RTP, Metro and Tri-Met have worked with residents and local government partners to define long-term transit needs for the region. Metro's role is to establish a 20-year plan for regional transit improvements, such as major bus or rail service, through the RTP. Metro also links long-term transit and land-use planning in the region.

Tri-Met makes these transit improvements happen through annual updates and expansions to its service plan. In addition, Tri-Met plans improvements to community-level transit service, such as local bus lines or lift

services. In determining where expanded transit service is most needed each year, annual growth trends, ridership and traffic congestion are all considered.

Other public transit operators in the region include SMART, which serves the Wilsonville area, and C-Tran, which serves Clark County and includes bus service to points in Portland. Metro works with these operators, as well, to ensure that planned transit service is adequate to meet our 20-year needs.

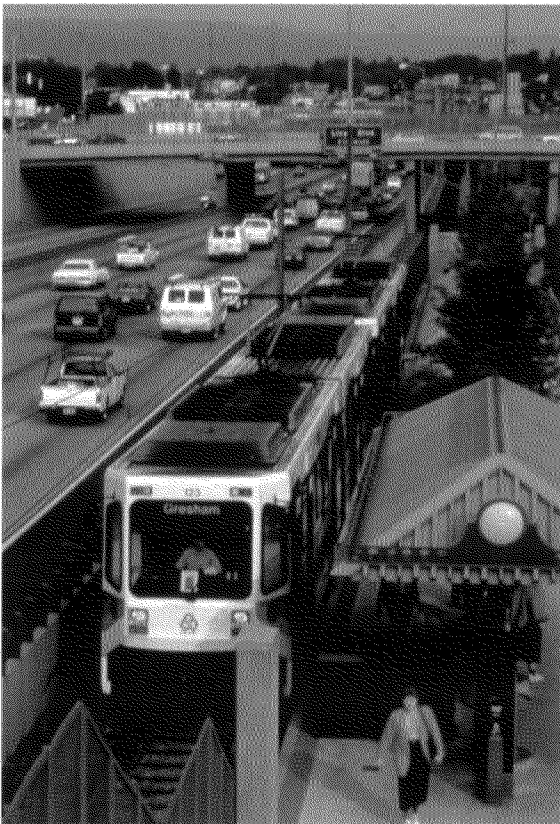
Transit plays an important role in managing congestion on our roads, helping to keep our air clean, offering us choices for getting around and supporting community goals. Transit plays a vital role in successfully implementing the Region 2040

Plan. By improving transit quality, adding more service and providing different types of transit options, the region can achieve substantial increases in ridership.

Transit can be a viable alternative to driving by serving a variety of destinations daily throughout the metropolitan region. Future transit service will focus on regional centers, such as Gresham, Beaverton and Clackamas, and the Portland central city. Transit must also reinforce other land uses that depend on frequent transit services, most notably main streets, town centers, light rail station areas and major street corridors.

turn to back page

Light rail transit will continue to serve as the backbone of the region's transit system, linking regional centers and the central city, and giving commuters an alternative to congested free-ways.



CITIZEN VIEW



LeAnn Bennett Osborne
Wilsonville
Smart Stakeholders Committee

"Increased population and development seems to be inevitable for Portland. With growth comes increased traffic and longer commute times.

Personally, I see more MAX trains in our future, running the length of I-5 from Vancouver to Wilsonville, and elsewhere. In addition, we'll need more park-and-rides and a better express bus system, few stops, fast trips and comfort (air conditioning!)."

Portland central city and neighborhoods

The grid network of transit lines in Portland will be expanded and strengthened by the transit projects and programs identified to serve this area during the next 20 years. Transit investments would be tied to planned land uses and street classifications. The following service improvements are most critical in serving expected growth in this area during the next 20 years:

- For the short-term, add new light rail transit service from North Portland to the Expo Center via Interstate Avenue, with a future possible extension to Vancouver, Wash. More frequent rush-hour service on eastside, westside and airport light rail would be added to meet increases in demand.
- For the long-term, add new light rail transit service from downtown Portland to the Clackamas regional center, also serving Southeast Portland neighborhoods. Interim bus transit service improvements in the McLoughlin Boulevard/Highway 224 corridor from the Clackamas regional center to the Portland central city would be provided until light rail transit service is funded and constructed.
- Expand transit service to include new rapid bus service along Barbur Boulevard/Highway 99W from Portland central city to King City, I-205 from Vancouver Mall to the Oregon City regional center via Gateway and Clackamas regional centers, and along

Powell Boulevard/Foster Road from the Portland central city to Damascus. A corridor study of Barbur Boulevard would determine the feasibility and timing for high-capacity transit service (including light rail transit) along this route.

- Expand transit service to include frequent bus service along N. Lombard, NE Sandy, NE Martin Luther King Jr. Boulevard, NE/SE 82nd Avenue, SE Hawthorne Boulevard, NW 23rd Avenue, NE Broadway and SW Beaverton-Hillsdale Highway.
- Add cross-town regional bus lines to run on NE Prescott, SE 92nd Avenue and SE 20th/28th avenues.
- Extend new streetcar service from the North Macadam redevelopment area through the Portland central city to Northwest Portland.
- Improve frequency of buses and longer service days on most regional bus lines so that buses come at least every 15 minutes during the daytime, seven days a week.
- Extend hours of operation on light rail transit and frequent bus lines.
- Develop transportation management associations in key employment areas such as the Swan Island, Hollywood and Lents town centers in addition to existing associations in the Lloyd District and Marquam Hill.
- Improve service to non-office employment areas in cooperation with business associations and transportation management associations.

- Improve service reliability through use of transit preferential treatments and service adjustments such as special lanes, signals, modified stop spacing and more direct routes.
- Enhance passenger waiting areas with shelters, paving, lighting and customer information.
- Create new and improved community transit service that offers access to developing and under-served residential and employment areas.

West Columbia corridor

Access to jobs is an important need to be met by the transit improvements for this area. The following service improvements are most critical in serving expected growth in this area during the next 20 years:

- Expand transit coverage and shuttle service to provide connections to airport light rail and regional bus lines. Enhance and expand demand management programs, including incentives for transit, carpool and vanpool use as a key element in the overall strategy.
- For the short-term, add new light rail transit service from North Portland to the Expo Center via Interstate Avenue, with a future possible extension to Vancouver, Wash. More frequent rush-hour service on eastside, westside and airport light rail would be added to meet increases in demand.
- Initiate new express bus, taxi service and shuttle service to the corridor in conjunction with the Columbia Corridor Association.

East Multnomah County

The following service improvements are most critical in serving expected growth in this area during the next 20 years:

- Expand the network of regional transit routes in this area to provide east-west and north-south bus service running every 15 minutes during the daytime. This would improve local travel options in East Multnomah County and provide direct access to eastside light rail transit stations and rapid bus stations along I-205.
- Expand Gateway transit service to include rapid bus service from Oregon City along I-205, light rail transit to Portland International Airport and improved Banfield light rail frequencies.
- Expand Gresham transit service to include frequent bus service from downtown Portland along Division Street, frequent bus service from the Clackamas regional center to Pleasant Valley and regional bus service on all other transit corridors.
- Implement a transportation management association with employers in the Gresham and Gateway regional centers.
- Develop a regional strategy to evaluate the need for expanding park-and-ride facilities in and near Gateway, where such facilities do not conflict with planned land uses.

- Establish new primary bus service along NE Halsey, SE Stark, NE 181st, NE 162nd and NE 148th avenues and frequent or rapid bus service along Division Street between Gresham and Portland.
- Create new and improved community transit service that offers access to developing and under-served residential and employment areas.



North Washington County

The following service improvements are most critical in serving expected growth in this area during the next 20 years:

- Expand the network of regional transit routes in this area to provide east-west and north-south bus service running every 15 minutes during the daytime. This would improve local travel options, improve access to town centers and regional centers, and provide direct access to westside light rail transit.
- Provide new and expanded service to areas under-served today and emerging employment and residential areas. In addition, regional connections via rapid bus, commuter rail and frequent bus lines would connect North Washington County more directly with other parts of the region.
- Expand transit service to Beaverton to include commuter rail service from Wilsonville, increased frequencies on westside light rail and frequent bus service on Beaverton-Hillsdale Highway and Tualatin Valley Highway.
- Add rapid or frequent bus service along Tualatin Valley Highway between Beaverton and Forest Grove, along Hall Boulevard between Tigard and Washington Square and rapid bus service between Tualatin and Oregon City.

- Help create and support a Hillsboro regional center transportation management association.
- Create new and improved community transit service that offers access to developing and under-served residential and employment areas.

South Washington County

The following service improvements are most critical in serving expected growth in this area during the next 20 years:

- Improve coverage and frequency of transit service to provide more direct north-south as well as east-west connections that make transit more useful for suburban trips.
- Add rapid bus service along SW Barbur Boulevard/Highway 99W to connect King City, Tigard and Portland.
- Add frequent bus service along Hall Boulevard from Tualatin to Beaverton, along Kruse Way between Lake Oswego and Tigard transit centers, along Tualatin Valley Highway from Beaverton to Forest Grove, and along SW Beaverton-Hillsdale Highway between Southwest Portland and Beaverton.
- Add commuter rail service with peak-hour service between Wilsonville and Beaverton. Study the potential for all-day service and commuter rail service to Salem and between Union Station and Wilsonville via Lake Oswego and Milwaukie
- Help create and support a Washington Square regional center transportation management association.

- Offer new and improved community transit service to developing and under-served residential and employment areas.

Urban Clackamas County

The following service improvements are most critical in serving expected growth in this area during the next 20 years:

- Expand frequency and hours of service on existing transit lines, expand service to areas with no service today and improve regional connections to East Portland across the Willamette River to Tualatin, Lake Oswego and Southwest Portland.
- Expand transit service to include rapid bus service along I-205 connecting the Oregon City, Clackamas and Gateway regional centers. Extend light rail service from the Clackamas regional center to the Portland central city, then potentially to Vancouver, Wash., and from Oregon City to Milwaukie. Provide excursion rail and frequent bus service between Portland and Lake Oswego.
- Define interim transit service improvements in the McLoughlin Boulevard/Highway 224 corridor from the Clackamas regional center to the central city.

- Conduct a study to examine rail transit opportunities in the Lake Oswego area, including the Macadam/Highway 43 corridor to Portland and potential use of existing freight rail connections from Lake Oswego to Milwaukie and Tualatin.

- Help create and support a transportation management association with employers in the Clackamas, Oregon City and Milwaukie regional centers. Consider a TMA and other demand management strategies to address congestion in the vicinity of the Clackamas industrial area.

- Offer new and improved community transit service to developing and under-served residential and employment areas.

Pleasant Valley and Damascus

The following service improvements are most critical in serving expected growth in this emerging area during the next 20 years:

- Expand transit service to provide more coverage in the urban reserve areas and to connect the areas to the Clackamas and Gresham regional centers and the grid of regional transit lines in Southeast Portland.

- Add new rapid bus service along Powell Boulevard and Foster Road to downtown Portland.

- Add new frequent bus service from Damascus to the Clackamas regional center along Sunnyside Road.

- Add new regional bus service connecting the Gresham regional center to the Clackamas regional center via the Pleasant Valley town center.

- Add new community bus service connecting the Damascus and Pleasant Valley town centers to the Gresham regional center.

- Offer new and improved community transit service to developing and under-served residential and employment areas.

Special service will continue to expand, providing door-to-door transit access to disabled and elderly passengers. Small buses will also be used to provide door-to-door service to major employment centers and industrial areas.

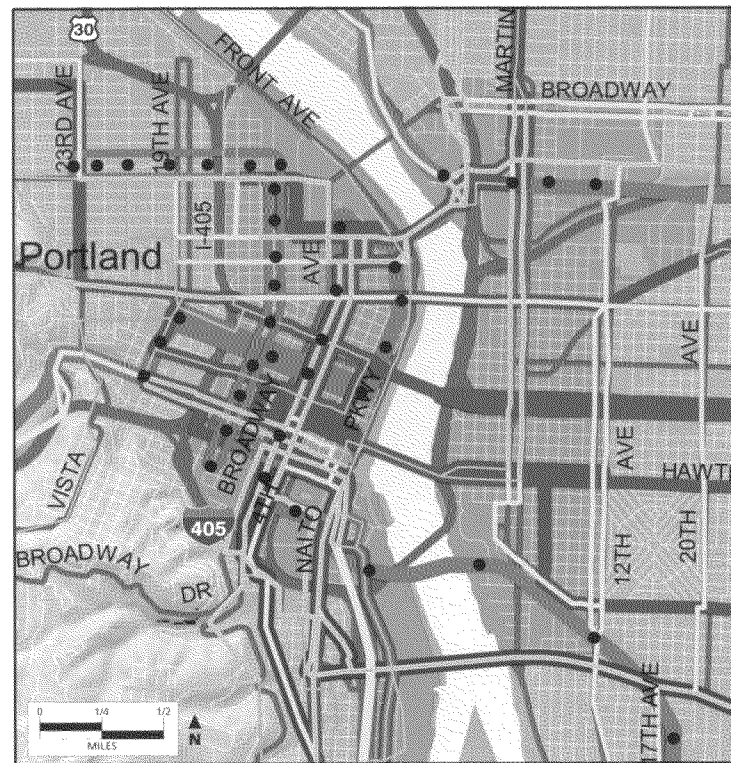
Regional transit strategy

CITIZEN VIEW



Lois Achenbach
Northeast Portland
Regional Transportation Plan
Citizen Advisory Committee

"If it provides convenient access to the whole region, our mass transit system – with the cooperation of citizens and Tri-Met – will reap the economic and ecological advantages of fewer automobiles on our roads. Proximity to all public venues, be they government offices, churches, sports facilities or greenspaces, near and far, is paramount."



Portland central city inset

Transit service for 2040

Tri-Met is the primary transit provider for the Metro region, although other providers may serve special transportation needs. SMART, for example, serves the Wilsonville area and provides inter-city connections to the Tualatin and Barbur transit centers.

Several different transit types have been identified to provide service in the region. Each type of service is tailored to serve varying land uses and to meet a variety of travel needs.

The future transit system won't end at the bus door. Major improvements are needed at bus stops to make transit riders more comfortable and safe.

Regional transit network

The regional transit network is designed to provide high-quality transit service to areas expected to have the greatest concentration of employment and housing. The 2040 Growth Concept land-use components served by this network are the Portland central city, regional and town centers and main streets.



Light rail transit and rapid bus service

Light rail transit and rapid bus service will serve as the backbone of the transit system, connecting regional centers to each other and to the central city.

Light rail transit service will operate:

- at least every 10 minutes during the day, with less frequent service at night
- seven days a week
- up to 24 hours, but not less than 20 hours per weekday of service.

Rapid bus service will operate:

- at least every 15 minutes during the day, with less frequent service at night
- seven days a week
- up to 20 hours of service per weekday.

New regional public attractions (such as stadiums, convention centers) would be served by light rail transit or rapid bus service.

(The red and purple lines on the map show existing and planned light rail transit and rapid bus service, respectively.)

Rapid bus service offers fast, reliable bus service, possibly along reserved lanes, with stations generally spaced every half-mile or more. Rapid bus stations would be similar to light rail stations, with large shelters and other amenities.

Rapid bus service may be provided along future rail corridors if analysis of the corridor indicates that construction of interim improvements are desirable. These improvements would be "rail-ready" where long-term rail is planned.

Frequent bus and streetcar service

Frequent bus service provides access to the Portland central city, regional and town centers and main streets.

Frequent bus service will operate:

- at least every 10 minutes during the day, with less frequent service at night
- seven days a week
- up to 24 hours, but not less than 20 hours per weekday of service.

(Frequent bus service is shown in dark blue on the map.)

Streetcars operate at a similar frequency of service as frequent bus but on rail vehicles operating in the street right-of-way. This service would operate at least every 15 minutes, serving more locally oriented trips in the Portland central city.

(Streetcar service is shown in green on the map.)

Frequent bus and streetcar services are designed to focus on frequency and reliability rather than on speed between two points. Passenger amenities and transit preferential treatments could include:

- space stops every two to four blocks
- station-like improvements at major transfer points and destinations, including real-time bus information for riders
- special street features such as curb extensions, reserved bus lanes, direct routing and signal pre-emption.

Transit preferential treatments would be provided along rail lines and streets served by rapid bus and frequent bus lines. In congested areas, special intersection improvements would allow transit vehicles with 60-100 passengers to get through reliably. By assuring timely service, transit becomes a more desirable choice for travelers.

The region's goal is to achieve 90 percent on-time performance for buses on rapid and frequent bus lines.

Regional bus service

A more extensive grid network of east-west/north-south regional bus service would create a basic level of regional coverage to provide access to the central city, regional centers, main streets, corridors and light rail station areas.

Regional bus service will operate:

- at least every 15 minutes during the day, with less frequent service at night
- seven days a week
- up to 20 hours per weekday of service.

(This service is shown in dark yellow on the map.)

Commuter rail service

Commuter rail is a passenger rail service similar to Amtrak trains that would operate on existing freight tracks and is being considered in several corridors. Commuter rail stations are typically spaced one to five miles apart, allowing faster travel times over longer distances. Generally, service would be focused on the peak commute hours, but could be offered during other times of the day when demand exists or where rail capacity is available.

(Commuter rail service between Wilsonville and Beaverton is shown in brown on the map.)



Under construction in the central city, new streetcar service will better link the Portland State University area with the rapidly growing Pearl and River districts.

Transit supports livability

Transit has a significant role in creating livable communities. Transit can help communities meet their goals for how they want to grow and change.

Communities successfully pursuing these goals will take a big step toward being safer, more livable places in a number of ways. Quality transit service can help:

- *Slow increases in traffic congestion.* Frequent and reliable transit service that goes to a variety of destinations during most hours of the day can help slow automobile-related congestion that accompanies population and employment growth and provide people with a choice to avoid congestion. It can help local governments guide development, limiting sprawl and travel distances, and frees up road space for trucks to keep freight and goods moving in the region.

- *Promote opportunities for jobs and economic development.* Transit connects people to jobs, particularly entry-level jobs, and assists employers by providing access throughout the region. Transit also reduces the need for parking at the work site, improves access for clients and shoppers and offers a less stressful alternative to driving.

- *Enhance public safety.* Transit contributes to the creation of busy, attractive communities with round-the-clock activity, making for a safer pedestrian environment.

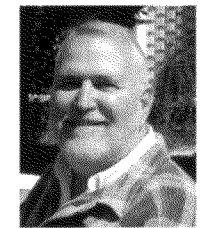
- *Serve the needs of youth and seniors.* Transit helps seniors, persons with disabilities and youth access necessary services, jobs, recreational opportunities and cultural events.

- *Revitalize communities.* Transit encourages reinvestment in older neighborhoods across the region.

- *Link jobs and housing.* Employment centers are emerging throughout the region. Transit gets more employees to work without driving.

- *Improve air quality and save energy.* Transit reduces the need to drive and therefore reduces related fuel consumption and vehicle emissions.

CITIZEN VIEW

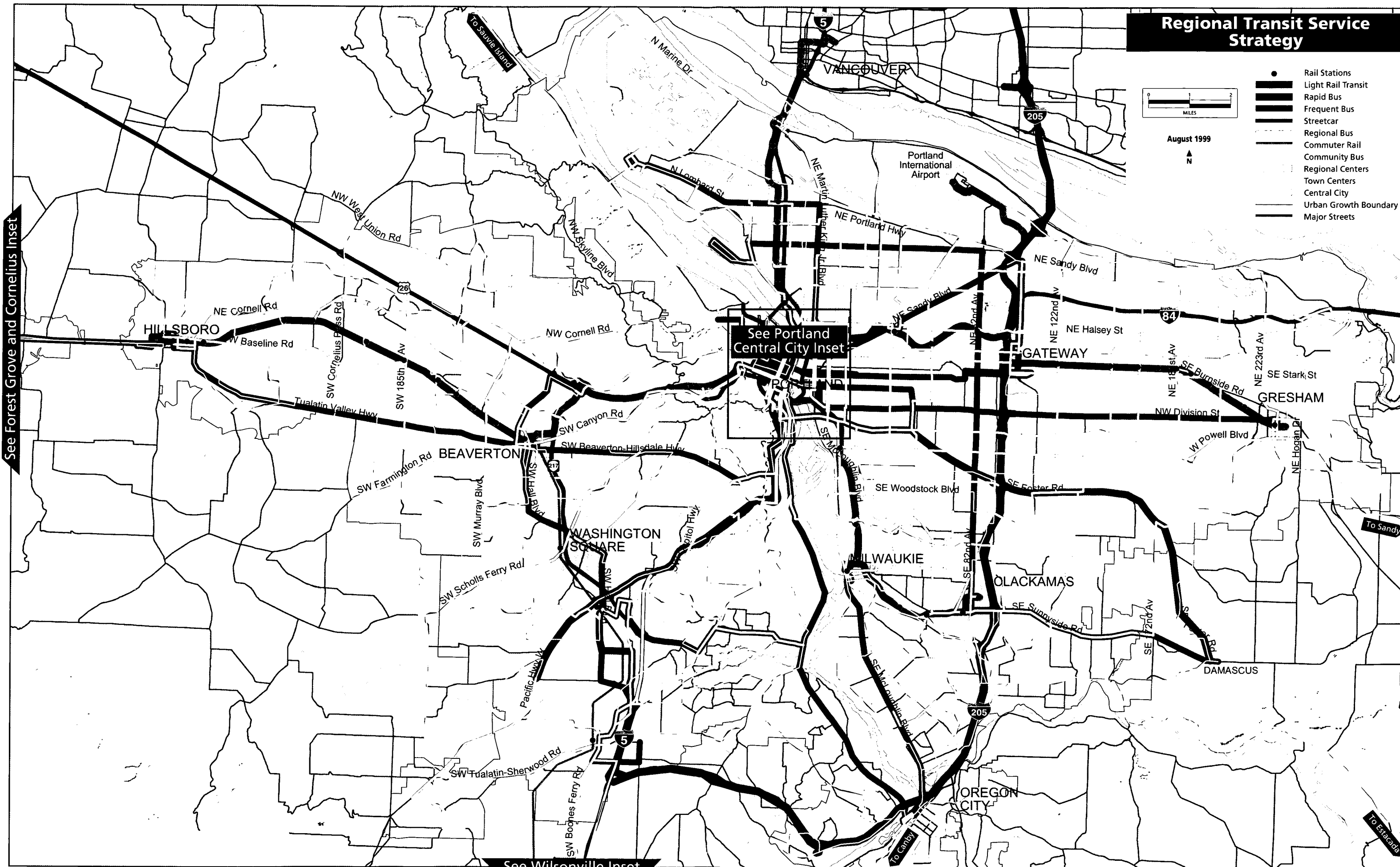


Jon Putnam
Tigard
Citizen member
Metro Transportation Policy
Alternatives Committee

"I would like to see an increasing regional commitment to community transit options and improved mobility for seniors and the disabled. I look forward to the day when community transit connects smaller communities to themselves and then to the regional fixed route system. More low-floor accessible express buses with shorter travel times are needed, as well as programs that provide transit options for elderly and disabled citizens to enhance their mobility and quality of life."

▲
N

- Rail Stations
- ▬ Light Rail Transit
- ▬ Rapid Bus
- ▬ Frequent Bus
- ▬ Streetcar
- ▬ Regional Bus
- ▬ Commuter Rail
- ▬ Community Bus
- ▬ Regional Centers
- ▬ Town Centers
- ▬ Central City
- ▬ Urban Growth Boundary
- ▬ Major Streets



See Forest Grove and Cornelius Inset

See Wilsonville Inset

To Estaca

Regional Transportation Plan Public Survey

Oct. 1999

Please answer the following questions, to help us with the direction and financing of the 20-year Regional Transportation Plan:

1. The overall plan is intended to address growth and balance travel choices with freight and mobility needs, while protecting and enhancing communities and the environment. Does this plan look like a good balance for your area?

- ☐ a. Looks good to me
- ☐ b. Needs more or fewer roads and highways (circle "more" or "fewer")
- ☐ c. Needs more or less public transportation (circle "more" or "less")
- ☐ d. Needs more or fewer sidewalks, bike lanes and bus stops (circle one)
- ☐ e. Needs more or less maintenance, safety and street repair (circle one)
- ☐ f. Other:

2. Revenue to pay for needed transportation projects is lacking by 75 percent. Which of the following conventional sources would you use to make up the balance?

- ☐ a. Raise current state and federal gas taxes
- ☐ b. Raise current vehicle registration fees
- ☐ c. Pass the funding bill adopted by the 1999 Oregon Legislature that may be referred to voters. It raises the state gas tax and vehicle registration fee.
(Above choices constitutionally dedicate funds to roads and highways, only.)
- ☐ d. Raise current bus and MAX fares to pay for more transit service
- ☐ e. Raise current payroll taxes on transit to pay for more transit service
- ☐ f. Cut plan back by ___% to reduce need for new revenue. I understand that this will result in more traffic congestion and less transit service.
- ☐ g. Other:

3. Should new "targeted" funding sources be pursued?

☐ yes ☐ no

If yes, which funding sources should be tried?

- ☐ a. Increase fees on new housing and business development
- ☐ b. Place electronic tolls on new highways or added freeway lanes
- ☐ c. Place system charges on new utilities to pay for local streets
- ☐ d. Place special fees on studded tires, bicycles, etc.
- ☐ e. Other:

4. What comments or questions do you have about the Regional Transportation Plan? (Use space on back. If you wish to be contacted by staff, please leave your name, address and phone number.)

INSIDE

Questions and answers

2040 Growth Concept

Highways, bridges and freight

Livable streets

Green Streets initiative

Public transit

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Traffic management

Financing

FALL 1999

Questions and answers

Highways, bridges and freight

Livable streets

Green Streets initiative

Public transit

Traffic relief options

Traffic management

Financing



A more balanced transportation system is planned for the future - including cars and trucks, buses and light rail, walking and bicycling. Convenient access to jobs and shopping, cultural and recreational events is planned to contain sprawl.

The future of transportation

throughout our metropolitan area.

With the area's unprecedented growth in population, our travel has increased twice as much. Use of cars is increasing, due partially to two-income households with people traveling to work alone, often on long commutes. Building homes, business and shopping far apart also contributes to the increase in driving.

We need to:

- expand some roads and highways in developing parts of the region
- improve bus and light rail service and the ability to walk to stations
- build new sidewalks and bicycle lanes for safety and access
- limit delays for national

continued on page 2



Regional Transportation Plan *(continued)*

MAYOR VIEW



Charles J. Becker
Mayor of Gresham

"This transportation plan represents what is best about this region: a commitment to work together to tackle tough issues and support our shared vision for truly livable communities. It recognizes the impact of the transportation system on land use and its ability to shape our future."

and international freight movement

- develop new strategies to improve how our system works.

Metro's goal is to provide a balanced range of transportation choices in this region. The plan recognizes that the car will continue to be the primary choice of personal travel. However, the Regional Transportation Plan sets goals for all forms of urban travel: cars, buses, light rail, walking, bicycling and trucking. The plan includes a list of strategies for local and regional transportation changes.

Why is the plan needed?

More and more traffic is clogging our roads. Twelve percent of roads in the urban tri-county area are now congested. It takes longer to get to work and to school, to shopping and recreation. In the future, more than a quarter of our roads could be clogged during peak periods. We can't build our way out of congestion, but we can lessen the impact of traffic by expanding transportation choices and improving roads and bridges to make them work better.

What will the plan accomplish?

The plan sets a new direction for the future. Planning by all government

The Regional Transportation Plan will guide the transportation plans of all of the region's cities, counties, Tri-Met and Port of Portland.

partners in the region will be guided by the following strategies:

- Reduce the need to drive by making jobs and shopping more convenient to where people live.
- Expand transportation choices by providing safe and convenient alternatives to driving.
- Avoid sprawl and reinforce main streets and traditional downtowns by targeting transportation projects.
- Sustain economic health by providing access to jobs and industry.
- Balance transportation and land use plans to protect livability in the region.
- Maintain access to natural areas around the region.

How can transportation serve new growth?

The plan ties together transportation and land use policies from the adopted Regional Framework Plan (1997) and the 2040 Growth Concept. These policies include expansion of regional and

town centers within established transportation corridors. The plan addresses state planning requirements and looks at future transportation needs through the year 2020 - when our children and grandchildren will be using the transportation system that we build.

Transportation can benefit from the careful placement of new developments. This means building new homes and businesses close to existing transportation, where roads already exist and people can walk to the bus or MAX. This could help reduce the need to expand the transportation system. It



also means placing new transportation projects in areas that most need access, and where the region has decided future growth should occur within the urban growth boundary. This will help slow traffic growth by providing good alternatives to driving alone to work, shopping or cultural events and entertainment.

How will the plan's projects be funded?

Metro's funding strategy is to use limited state and federal dollars to support projects in our major transportation corridors. The plan requires more funding to maintain the existing roads, bridges and other transportation facilities while improving the efficiency of the overall system. Maintenance and safety projects will come before building new projects. Roads, bridges and transit systems are some of our largest public investments. However, funds are scarce and many projects must wait until funding is available. See pages 20-22 for more detailed funding information.

Why does the plan matter?

With a growing population, the transportation system becomes even more important. The Regional Transportation Plan is needed as a guide that

transportation plans of all of the region's cities, counties, Tri-Met, Oregon Department of Transportation and Port of Portland must follow. It clearly sets transportation strategies in the urban area for the next 20 years. Decisions made today about how to make room for future growth and travel around the region will have lasting impacts on our environment and quality of life. The Regional Transportation Plan is a big part of Metro's overall strategy to protect our valued livability.

How does the plan protect the environment?

The plan expands our choices of travel within the region. Even on an occasional basis, the use of bus or MAX, walking, bicycling or sharing a ride can help the region maintain its clean air, conserve energy and reduce pressure to expand the urban growth boundary. By linking transportation and land use planning, there are many ways to limit driving alone to nearby destinations, such as biking to a neighborhood coffee shop or walking to a restaurant close to work. Also, Metro's new Green Streets project will help fish passage through our cities by replacing or repairing old culverts to allow for better stream flows under roads.



Taking transit and riding bicycles can help meet state goals of reducing the miles we drive, reducing dependence on the automobile and driving alone.

How did the plan evolve?

The Metro Council adopted the first Regional Transportation Plan in 1983. Since then, it has been updated every three to five years to reflect changes in the region. The council adopted an interim plan in 1995 to address new federal requirements. In 1996, transportation plan policies were updated to carry out land use policies found in Metro's Regional Framework Plan and the 2040 Growth Concept. The 1999 plan builds on the new policies

and looks at state planning requirements and future needs through the year 2020. The current plan received extensive review and feedback during the past four years from the public, from the 21-member citizen advisory committee, and from our government partners throughout the region.

How does the plan tie in with statewide planning goals?

The plan includes goals required by the state Transportation Planning Rule. The goals for the next

Decisions made today about how to make room for future growth and travel around the region will have lasting impacts on our environment and quality of life. The Regional Transportation Plan is a big part of Metro's overall strategy to protect our valued livability.



Regional Transportation Plan *(continued)*

CITIZEN VIEW



Paul Koch
Oregon City
Chair
Regional Transportation Plan
Citizen Advisory Committee

"The involvement of all citizens in regional transportation planning is vital to the long-term livability of this region. There are no easy answers to the problems of transportation. One way to ensure that the plans reflect what we as citizens want and desire for the future is to participate."

A closer look at the Regional Transportation Plan

This newsletter contains a brief summary of nearly 1000 proposed projects in the updated Regional Transportation Plan. The projects represent the most needed improvements to meet the 20-year demand, as funding becomes available.

For more information

To receive a more complete list of projects in your area of interest, stop by Metro or call the transportation hotline, (503) 797-1900, option 2. Leave your name and address and ask for "Getting There" transportation fact sheets in one or more of the following areas:

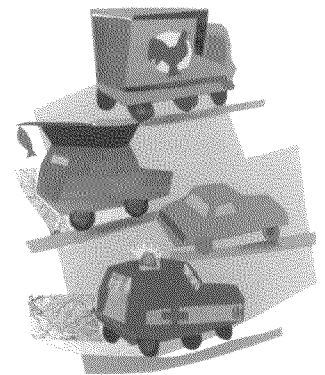
1. West Columbia Corridor (industrial areas)
2. Portland Central City (and neighborhoods)
3. East Multnomah County
4. Pleasant Valley and Damascus (urban reserves)
5. Urban Clackamas County
6. South Washington County (including Washington Square)
7. North Washington County (including Beaverton and Hillsboro)
8. Also, new transit projects are described in a publication called Regional Transit Service Strategy for 2020

Visit Metro's transportation web site at www.metro-region.org for a look at the Regional Transportation Plan. You can also send e-mail to the Transportation Department at trans@metro.dst.or.us or fax a request to (503) 797-1949. Leave your name, address, ZIP code and phone number and staff will send you information or return your call during business hours. For the hearing impaired, call (503) 797-1804.

20 years include reducing the miles we drive by 10 percent per person, reducing dependence on the automobile and driving alone, reducing parking spaces by 10 percent per person and preserving rural lands. Metro is now linking transportation and land use planning, another state goal.

What happens next?

With adoption of the plan, city and county governments will update local plans to reflect the new regional policies. In this way, the transportation planning system throughout the tri-county urban area can be coordinated and upgraded to serve a growing population.





Linking the 2040 Growth Concept and transportation

Protecting the nature of the region

Metro was involved in a long-range planning process that included many residents and most local governments. The 2040 Growth Concept effort was started in 1992 because of the rapid population growth in this region and the concern that we were losing our quality of life.

The purpose of the 2040 Growth Concept is to develop a plan for protecting the nature of the region. This effort is based on the values people in this region hold – such as access to nature, ability to get around the region, clean air and water, safe and stable neighborhoods and a strong regional economy.

Adopted in 1995, the 2040 Growth Concept directs most development to population centers and along major transportation corridors. It relies on a balanced transportation system that accommodates walking, bicycling, driving, using transit and keeping freight moving to national and international destinations.

People are more likely to walk, take a bus or ride a bike if our transportation system provides safe and convenient opportunities to do so.

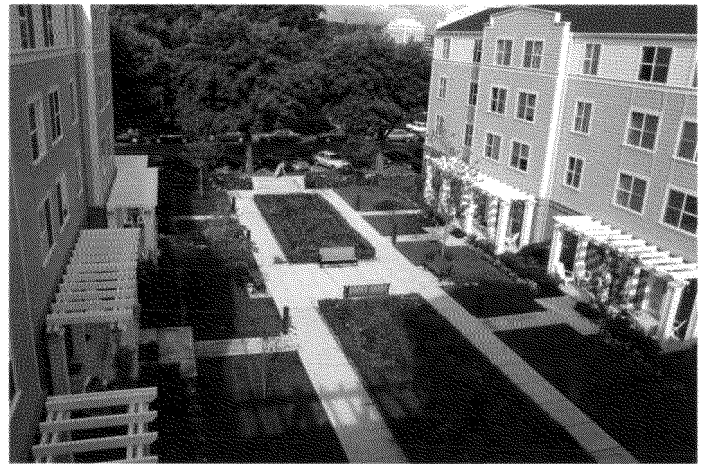
Focusing new jobs, housing and services in these centers and corridors provides many benefits and has important implications for the region's transportation system.

Reducing the need to drive

The 2040 Growth Concept supports the goal of providing jobs and shopping closer to where people live. A diverse and well-designed community provides closer access to a variety of jobs, recreation, shopping and other services. This reduces the need to drive longer distances, thus lessening traffic.

Protecting the environment

By asking residents to examine tradeoffs, we learned that a small expansion of the urban growth boundary and greater protection of environmentally sensitive areas were ideas that generated strong support. Metro has identified areas outside the urban growth boundary for future growth called urban reserves. These urban reserves will allow the region to expand slowly and carefully, and



Buckman Heights Apartment complex in Northeast Portland encourages transit, bicycling and walking. As a result, less than one parking space for every two apartments is needed. Residents may use two carsharing cars and several shared bikes. There are 92 bicycle spaces and many bus routes nearby.

will only require an 8 percent increase of land during the next 10 to 30 years.

In addition, Metro has adopted a Stream and Floodplain Protection Plan that will help preserve rivers, streams and wetlands while reducing future risk of flood damage. Habitat for fish and wildlife in the region is also being examined.

Using land wisely

Using urban land wisely allows for more cost-effective and efficient provision of road, sewer, water and stormwater systems. Our technical analysis showed that without the 2040 Growth Concept, the region's urban growth boundary would need to be expanded by about 50 percent to

accommodate forecasted housing and employment growth. This would result in the need for costly extensions of existing transportation and utility systems.

Providing transportation choices

More people will walk, take transit or ride a bike if our transportation system provides safe and convenient opportunities. Focusing new jobs and housing close to restaurants, stores and other services makes walking, bicycling and riding buses more convenient. These travel options allow people who can't drive (or choose not to drive) to get where they need to go. Finally, more households may choose not to own a car, or decline a second car, if



2040 Growth Concept *(continued)*

MAYOR VIEW

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Ralph Brown
Mayor of Cornelius

"Working as a Metro region, we are able to work cooperatively to solve transportation problems. Regional transportation planning allows small cities a chance to interact with large cities and counties to plan for the future. Cornelius has benefited greatly from this process."



Orenco Station town center in Hillsboro (top) provides a welcoming commercial area for residents who can bicycle or walk to shops, restaurants and business from nearby houses and apartments.



Multiplexes at Orenco Station (bottom) are among the many housing choices in the 190-acre development. Residents are within walking distance of Westside MAX light rail and the town center, providing a village atmosphere.

there are a number of travel options. Money could be saved that would otherwise be spent on car payments, fuel, insurance and maintenance.

Keeping the economy strong

Experience has shown that economic vitality occurs in areas with the best transportation. Therefore, it is important that the Regional Transportation Plan invests transportation funds in areas that need the best access. These areas include the central city, regional centers, industrial areas and facilities where goods move from one form of transportation to another, such as

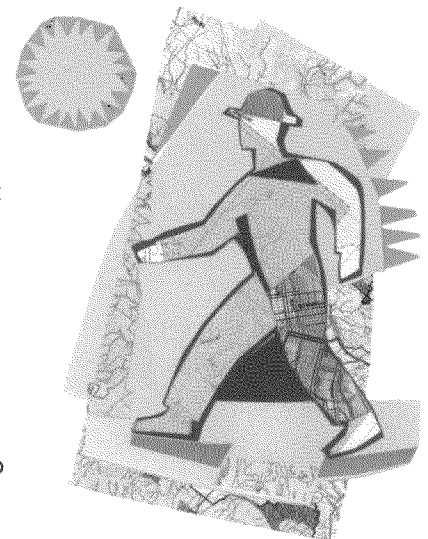
from trucks to ships or rail. It also includes investing in areas where the region decides future development should occur.

This means targeting investments to areas that have been identified as major centers of activity in the 2040 Growth Concept. These kinds of investment decisions are now being made as part of the current Regional Transportation Plan.

For more information

Call Metro's 2040 hotline at (503) 797-1888 and leave your name, address and a message. You can also send e-mail to Metro's

Growth Management Services Department at 2040@metro-region.org and information will be sent to you.





Regional highways

Highways give us the most direct link to our jobs. In addition, these routes provide access for trucks to move freight destined for national and international ports. The regional economy depends on highways to keep people and goods moving efficiently. This is why highways are some of the most critical items on the future projects map.

In the past, many of our major streets and highways have been widened to accommodate more traffic. However, further widening of our system would displace homes and jobs, in addition to incurring high costs in construction and environmental impacts. This is why a balanced approach to planning for the region's 20-year transportation needs has evolved. Highway projects will be balanced with alternatives, such as transit, bicycling and walking.

The following are major projects needed in the region's highway corridors, to be constructed as funds become available:

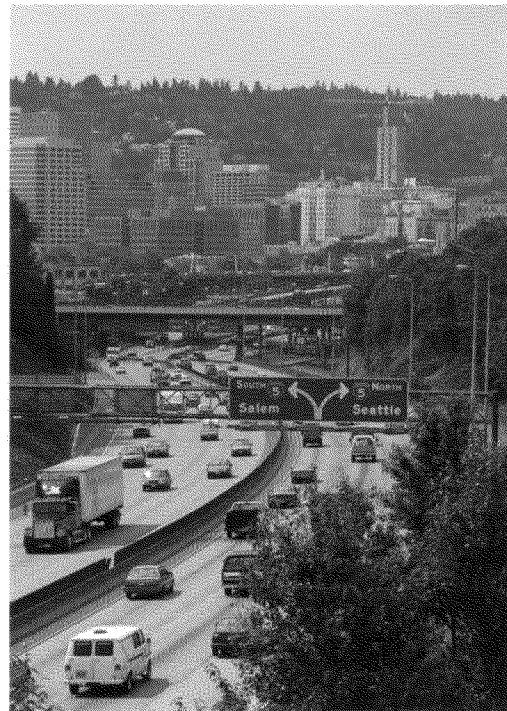
Interstate 5 corridor

Improvements in the I-5 corridor are focused on preserving mobility for freight and commuters. Congestion will likely continue to exist during the morning and evening rush hours, but not during

other times of the day. The planned Interstate MAX light rail, from the Rose Quarter to the Expo Center, will provide an alternative to driving on North I-5.

Some of the improvements planned for I-5 include:

- Provide three through lanes in each direction from the Fremont Bridge to Vancouver. A bridge replacement or expansion is under consideration across the Columbia River.
- Add truck-climbing lanes on I-5 between Terwilliger Boulevard and the Ross Island Bridge.
- Construct new freeway access from the Central Eastside Industrial District to I-5.
- Construct a full interchange at I-5 and Columbia Boulevard.
- Widen the I-5/Nyberg Road interchange and Tualatin-Sherwood Road to maintain access to the Tualatin industrial area.
- Reconstruct the I-5/Highway 217 interchange in phases to maintain access from I-5 to the Beaverton area.
- Construct new freeway access from the Ross Island Bridge and I-405.



Banfield (I-84) is a busy eastside route but it cannot be widened because of the impacts to the surrounding communities and the environment. Instead, light rail service will expand and more bus service will be provided on nearby streets.

Sunset Highway (Highway 26)

Westside MAX light rail is expected to slow traffic growth on the Sunset Highway by providing a convenient alternative to driving. Long-planned improvements from Sylvan to Highway 217 will be completed, as well, such as widening the freeway to six lanes from Highway 217 to Northwest 185th to maintain access to jobs in this rapidly growing area.

Banfield (I-84)

Widening I-84 is limited by the environmental and neighborhood impacts. Instead, light rail service is proposed to double and expanded park-and-ride is proposed east of I-205. More transit service will be

provided on streets parallel to the freeway between Portland and Gresham.

Interstate 205

Rapid growth in Clackamas County is projected for the next 20 years, creating more demand on I-205. A combination of highway improvements (from I-5 to I-84) and high-quality transit is proposed to address this need. Rapid bus would travel from Oregon City to Gateway. A more detailed study will identify actual improvements in this corridor but may include:

- Widening I-205 to six lanes from West Linn to I-5.
- Widening Oregon City bridge to six lanes with



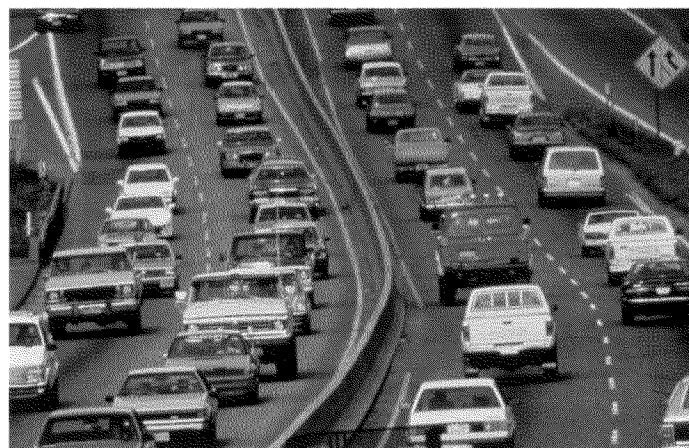
Regional highways *(continued)*

MAYOR VIEW



Rob Drake
Mayor of Beaverton

"The Regional Transportation Plan is an important tool in combining good land use planning and transportation projects. The coordinated planning and transportation efforts help promote regional cooperation and problem solving."



Traffic can be heavy on regional highways, especially during peak travel hours. Improvements are planned on many routes to alleviate auto and freight delays.

auxiliary lanes in each direction.

- Improving streets parallel to I-205, including new overpasses and street extensions near Clackamas regional center.

Proposed Sunrise Highway

Growth in Clackamas County will increase traffic significantly in the Damascus area, creating the need for a new highway in the next 20 years.

Examples of several projects planned for the Sunrise Highway include:

- Build a new four-lane highway, from I-205 to Rock Creek Junction in the near-term.
- An extension from Rock Creek Junction to US 26 is also planned

for the long-term, as warranted by development in the Damascus area.

McLoughlin Corridor

A more streamlined highway design is planned along McLoughlin and Highway 224 to improve travel between Portland and Clackamas County. Greatly expanded bus service with the possibility of carpool lanes is under consideration in this corridor. Light rail service may be considered in the future.

Highway 217

Significantly increased traffic on Highway 217 creates the need for expansion. The Highway 217 study will consider auto and freight traffic and possible solutions to congestion in this area. A combination of transit, highway and street projects

are proposed to maintain access to Washington Square and Beaverton regional centers. In addition, commuter rail is proposed to link Beaverton to Wilsonville, complementing other transit in this corridor.

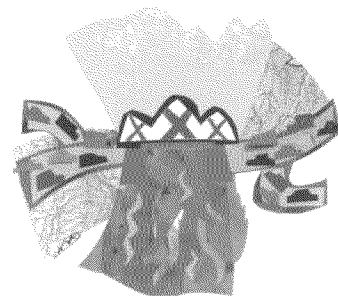
Mt. Hood Corridor in Gresham

A Mt. Hood Parkway project will continue to be part of the long-term vision for connecting I-84 to US 26 and providing access to Gresham regional center.

Meanwhile, a series of improvements are proposed to streamline the Hogan Road connection from I-84 to US 26.

Proposed Tualatin-Sherwood Expressway

A new connection on I-5 between Tualatin and Sherwood is proposed to route through traffic around the Tigard and Tualatin town centers. The location of the new route will be studied and the highway could be built as a tollway.





Bridge improvements

Bridges provide the only access across our rivers, often connecting people with jobs. The region's bridges are aging and in need of repair to maintain their usefulness into the future. Since few new bridges are proposed, bridge repair and preservation plays an important part in the Regional Transportation Plan.

The following are several bridge projects in the plan:

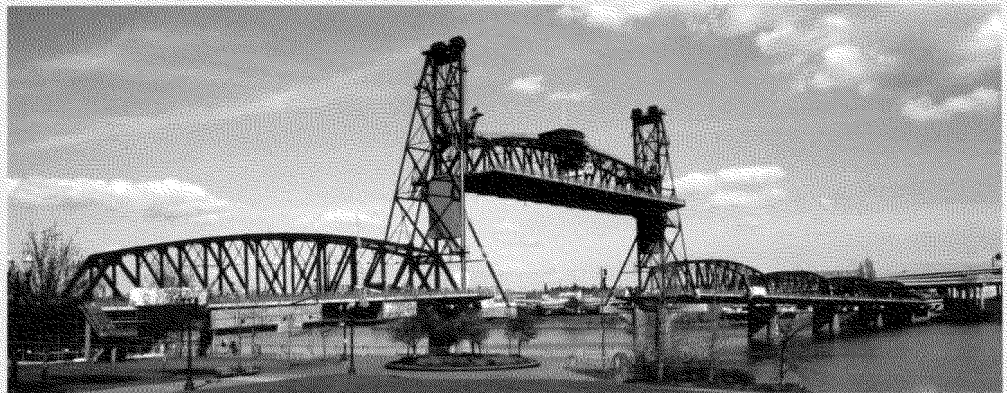
- Preserve the Willamette River crossings with repairs and painting, including the Broadway, Burnside, Morrison and Sauvie Island bridges.
- Preserve or replace the Sellwood Bridge with a two-lane bridge, adding bicycle and pedestrian improvements (see box).
- Restore the St. Johns Bridge.
- Study the need for a new North Willamette crossing from US 30 to the Rivergate industrial area.
- Construct a new bridge from Marine Drive to Hayden Island for access to marine terminals.

Sellwood Bridge improvements



Metro's South Willamette River Crossing Study concluded in July 1999. The study examined new bridge locations, as well as four-lane and two-lane Sellwood Bridge alternatives. Due to other funding priorities and potential adverse community impacts of new or bigger bridges, the Metro Council and local elected officials recommended that the Sellwood Bridge be maintained or replaced as a two-lane structure. They also recommended improvements to the Ross Island and I-205 bridges, more transit and bicycle improvements, widening Southeast McLoughlin and Highway 224 (as necessary), and working to provide more jobs in Clackamas County to reduce demand for long-distance commuter trips.

Hawthorne Bridge improvements



The Hawthorne Bridge underwent a \$20.7 million renovation in 1998-99. More than \$4.7 million of Metro transportation improvement funds went to replacing the surface of the bridge deck and for widening the shared bicycle and pedestrian sidewalks on the bridge and ramps. The rest of the funding, approximately \$16 million, was authorized by JPACT from federal bridge repair funding administered by the Oregon Department of Transportation.



Designing streets for cars and people

MAYOR VIEW



Vera Katz
Mayor of Portland

"The key to being a thriving city is being part of a thriving region. Portland is lucky to have wonderful partners at Metro and surrounding cities that understand the importance of linking transportation, housing and jobs. The Regional Transportation Plan will help us reduce congestion, improve the environment and keep us connected as not just Portlanders, but Oregonians."

Whatever your destination and however you travel, well-designed streets can get you there. The design of streets directly affects our quality of life. Street design is one way the 2040 Growth Concept can be carried out, by linking the way a street is designed to the land uses it serves. In this way, neighborhoods can be protected for pedestrians, bicycles and local traffic, with through traffic and truck travel encouraged in major transportation corridors.

Metro has worked with the region's residents and governments to develop new policies for street design. The result has been the creation of new street design classifications: boulevards, streets and roads. Boulevards emphasize people; roads are for cars and trucks; and streets balance all modes of travel. The policies apply to regionally significant streets throughout the metropolitan area, primarily arterial or major street networks.

Focus on boulevards

Boulevards are located in regional and town centers and along main streets. They are often the centerpiece of a community and the focus of civic activities.

Although they often carry heavy traffic, they are



Boulevard improvements will encourage more walking and transit use on major streets around the region. Boulevards will include wider sidewalks with on-street parking, benches, bus shelters and corner curb extensions with improved pedestrian crossings, such as on 122nd Avenue in East Portland..

designed for walking and transit. Designs include improved pedestrian crossings at every intersection, wider sidewalks with on-street parking, benches, bus shelters and curb extensions. These people-friendly elements are intended to slow traffic and make walking, bicycling and the use of transit safer and more inviting. Boulevards can encourage more livable communities with nearby services within walking distance.

Boulevard projects are a transportation priority in this region. Streets that will be redesigned to become boulevards include:

- McLoughlin Boulevard in Milwaukie
- Sandy Boulevard

- West Burnside
- Hawthorne
- Division Street in East Multnomah County
- Barbur Boulevard
- Capitol Highway
- Beaverton-Hillsdale Highway
- Main and Adair streets in Cornelius

The plan includes many other boulevard projects throughout the region.



Livable streets

Division Street boulevard



Before



After

Division Street brings many of Gresham regional center's destinations together. It is a bus corridor that connects to light rail. It ties Gresham's historic downtown to the new development called Civic Neighborhood. It connects Gresham with Portland and provides neighborhood access to parks, shopping centers and schools.

Yet Division is completely auto-oriented. A major five-lane arterial, it has heavy traffic and lacks even basic sidewalks in many areas. It acts as a neighborhood divider rather than a connector.

A new boulevard design (lower picture, above) was developed for Division. When completed, the street will become the new heart of Gresham regional center. The boulevard will have broad sidewalks, street trees, lighting, bicycle lanes and on-street parking. Travel lanes for cars and transit will be divided with a raised and landscaped median that also serves as a pedestrian refuge. Division Street is an example of how major streets in the region can be made more attractive and functional for multiple uses.

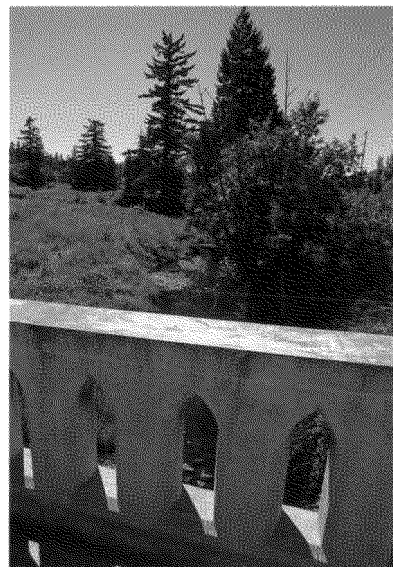
New fish-friendly bridge

Steelhead have traditionally used Mt. Scott Creek in Clackamas County. The creek passes under Sunnyside Road in an old box culvert that does not provide fish passage when water is low. The culvert will be removed and replaced with a new bridge over the road near 117th Avenue. The bridge will allow steelhead to more easily pass under Sunnyside Road. It will also provide a wider crossing for traffic, including bike lanes and sidewalks. A proposed pathway under the bridge could connect to a future Mt. Scott multiuse path connecting to a regional park.

Green Streets for fish passage

What happens when roads must cross over streams? Metro is working to make sure that regional transportation projects do not block fish passages. With the recent federal listing of salmon and steelhead and proposed listing of cutthroat trout as threatened species, new attention is focusing on urban fish habitat, stream passage and water quality.

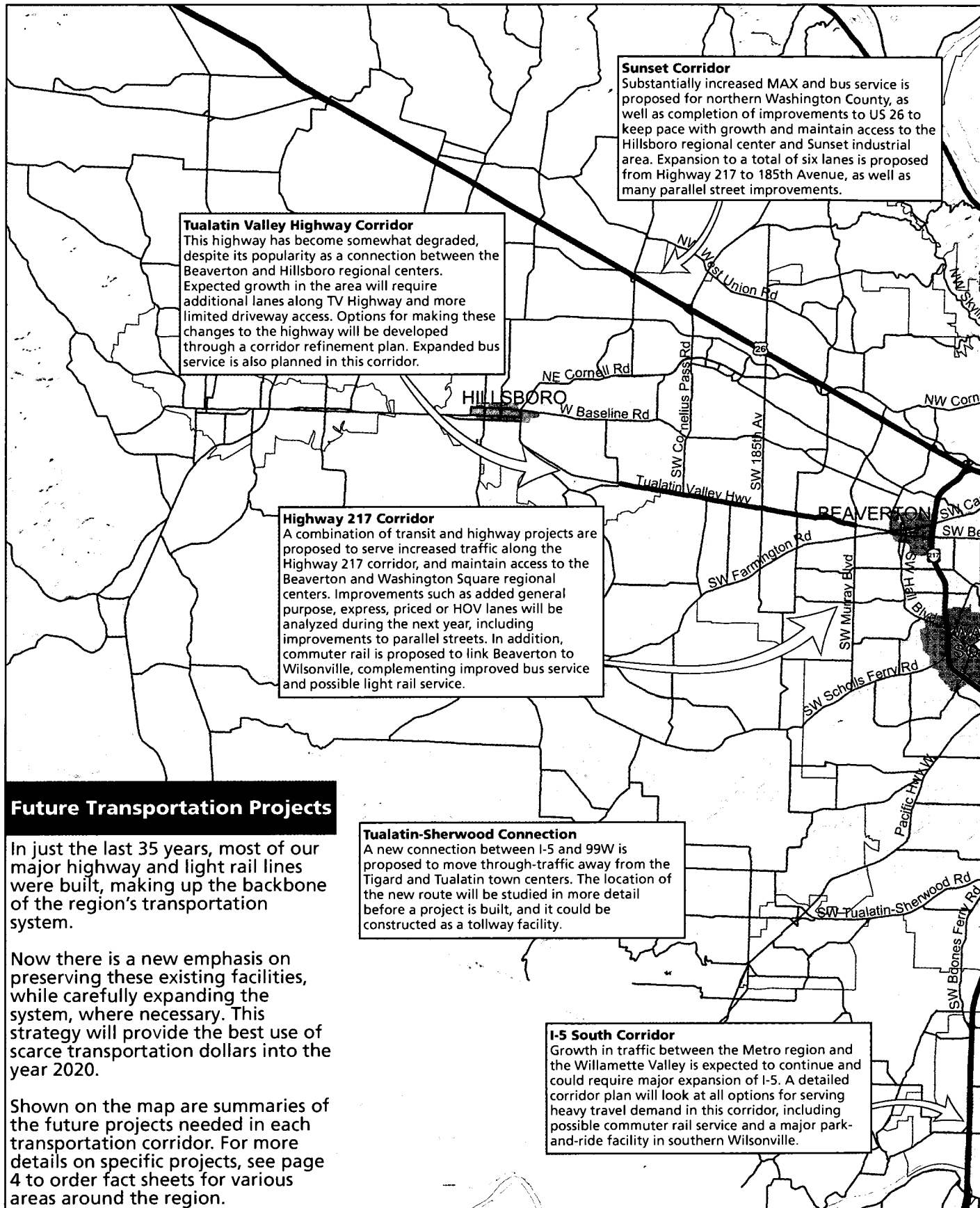
The new Green Streets program will provide new guidelines for transportation projects to ensure fish-friendly design solutions. For example, more than 150 culverts around the region were found to need repair to allow fish to pass under roads. Metro is identifying culverts that should be replaced in the near future. Federal and state transportation programs must allocate funds to replace or repair these fish access problems.



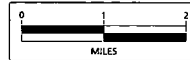
Johnson Creek is a free-flowing stream, spanned by the Seventh Street Bridge in Gresham. The bridge protects the steelhead and trout from road impacts. The Green Streets program will promote similar "fish-friendly" designs to protect streams around the region.



Major regional corridors



Transportation Strategy for Major Corridors



September 1999

Regional Centers
Town Centers
Central City

See separate fact sheets for more detailed information on planned projects in your area.

I-5 North Corridor

A combination of highway, light rail and bus improvements are planned to serve heavy travel demand in this corridor. Several improvements to I-5 will provide three through-lanes in each direction from the Fremont Bridge to Vancouver, Wash. Light rail service is planned along Interstate Avenue, providing a high-quality transit alternative to freeway traffic. Improved highway access to surrounding port and rail terminals is also planned.

Banfield Corridor

Physical and financial realities prevent new freeway lanes along this route, despite heavy demand. Instead, light rail service is proposed to double, in addition to a new park-and-ride east of I-205 and expanded bus service and system management on a number of parallel streets between Portland and Gresham.

Mount Hood Corridor

Although the Mt. Hood Parkway is not warranted in the 20-year plan, a series of improvements to streamline the Hogan Road connection from I-84 to Highway 26 are proposed. The full Mt. Hood Parkway project would continue to be part of the long-term vision.

McLoughlin Corridor

A more streamlined highway design is planned along McLoughlin Boulevard and Highway 224 to improve travel between Portland and Clackamas County. Greatly expanded bus service with the possibility of HOV lanes is under consideration. Light rail service in this corridor may be revisited in the future, as well.

Sunrise Corridor

Rapid growth is expected in the Damascus and Pleasant Valley areas, and the full Sunrise Highway project is proposed to serve traffic that currently uses Highway 212. The project would be phased, bypassing the Damascus community only when needed. Highway 212 is proposed to serve as an urban arterial, and bus service linking Damascus and Pleasant Valley to the Clackamas and Gresham regional centers and the Portland central city is also proposed.

I-205 Corridor

Rapid growth in Clackamas County is expected to continue during the next 20 years, placing heavy demand on I-205. A combination of highway capacity improvements from I-5 to I-84, and high-quality transit service, including rapid bus from Oregon City to Gateway, is proposed to address this need. A detailed study will identify actual improvements to be implemented along this corridor.



Public transit keeps us moving



The Beaverton Transit Center (top) serves bus and Westside MAX, the newest addition to the light rail system. Light rail is proposed for North Portland.

Eastside transit connections may be made easily at the Gateway Transit Center (bottom), where MAX awaits riders from bus connections. More transit, such as rapid bus, frequent bus and streetcars, is planned for this region.

In Portland, transit trips per person increased by 4.4 percent between 1990 and 1995, while other cities experienced an average decline of more than 9 percent. In fact, transit use in Portland increased faster than the population and faster than traffic growth.

Public transit has become more important to our region's transportation system in the past 25 years. Since the Portland Transit Mall was built in the 1970s, bus ridership has grown steadily. With the addition of light rail and the upcoming streetcar line, the types of transit service offered in Portland have also grown. New ideas, such as commuter rail and rapid bus, add to the potential of transit use in our growing region.

Light rail and rapid bus will become the backbone of the transit system, connecting regional centers to each other and to the central city. Light rail service will operate at least every 10 minutes during the day, seven days a week. Rapid bus will operate every 15 minutes during the day, seven days a week. Light rail or rapid bus will connect regional centers and the central city.

On an average weekday in 1998, about 186,000 riders used the bus and rail systems. By 2020, that number is expected to increase to more than 500,000 riders. The Regional Transportation Plan identifies the need for fast, convenient transit access to all parts of the region.

The following types of transit projects or expan-

sions are planned for the metropolitan area:

Light rail transit

Light rail provides speedy and convenient service between downtown Portland and Gresham and Hillsboro regional centers. Extensions are currently under study for future regional service.

- Light rail is currently being built from Gateway to Portland International Airport under a public/private funding package.
- A light rail line on North Interstate Avenue, from the Rose Garden to the Expo Center, is under study and construction is expected to begin in 2001. A future extension may be considered to Vancouver, Wash.
- If funded, a future light rail extension may travel from Portland to Clackamas County. Until then, more frequent buses will serve Highway 99E/Highway 224 from Clackamas Town Center to Portland.
- Future rail service will be evaluated to Oregon City and in the Highway 217 and Barbur Boulevard corridors.

Commuter rail

Commuter rail uses existing railroad tracks for diesel-powered passenger train cars that typically run long distances, mostly during rush hours. Washington County is seeking funding for an 18-mile commuter rail line from Beaverton's MAX station to Wilsonville, with a possible future extension south to Salem. Corridors for other commuter rail studies could include McMinnville to Portland, Lake Oswego to Portland and Canby to Portland.

Streetcars

Streetcar lines are returning to the Portland area. Streetcars run on new tracks set in the middle of existing streets. A new central city streetcar line is being built from Portland State University in downtown Portland to Good Samaritan Hospital in Northwest Portland. Future streetcar lines to be studied include one from North Macadam to connect to Portland State.

Rapid bus

New rapid bus service will provide fast, frequent and reliable service with limited stops along major transit corridors. The service may run on reserved bus lanes. Stations will include schedule kiosks, ticket machines, lighting and benches, covered shelters and bike parking.

- An interim rapid bus system will be developed from downtown Portland to Clackamas Town Center and Oregon City. A new Milwaukie Transit Center will be built.

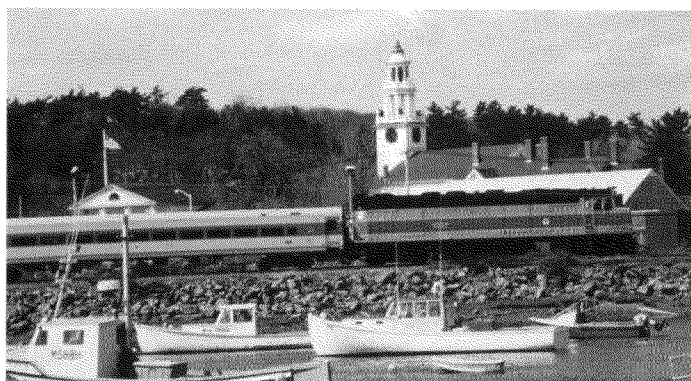
- New rapid bus service will be enhanced on the Powell/Foster Corridor to Damascus.

- Service will be improved along Barbur Boulevard and 99W to connect King City, Tigard and Portland.

- Studies will be done for rapid bus lines along I-205 from Vancouver to Oregon City and from Oregon City to as far west as the Beaverton Transit Center.

Frequent bus

"Frequent bus" means high-frequency local bus service along main streets or major routes with frequent stops. Stations feature covered bus shelters, lighting, benches and curb extensions. Frequent bus service will be enhanced on Sandy Boulevard, Killingsworth/82nd, MLK/Lombard, Hawthorne Boulevard, Division Street, Hall Boulevard, Kruse Way and Highway 43 and Belmont/NW 23rd Avenue, as well as Beaverton-Hillsdale Highway and Tualatin Valley Highway.



The commuter train (top) operates in the Boston area. Commuter rail is being studied for Washington County, between Beaverton and Wilsonville.

Portland's central city streetcar, opening in 2001, will be similar in style to this European design (bottom). Portland's streetcar will operate between PSU and Good Samaritan Hospital, with future planned extensions.

New buses

One of the major funding decisions is to purchase more buses to alleviate rush-hour overcrowding on the region's most-used transit routes. Providing new buses during peak use is one of the best ways to keep and gain new ridership. Service improvements during off-peak times are also being funded, as well as bus service to new areas.

Added bus shelters and better schedule information will also be provided.

Regional transit service strategy

Metro and Tri-Met have worked with residents and government partners to define a long-term transit strategy for the region. Future transit service will focus on regional centers, such as Gresham, Beaverton, Clackamas and



Public transit *(continued)*

MAYOR VIEW



Carolyn Tomei
Mayor of Milwaukie

"In working with Metro and the other governments in the region, my mission has been to provide a broad range of transportation choices to Milwaukie residents, support the livability of our community and ensure that our community is connected to the entire metropolitan region. The RTP reflects a careful balance between the transportation goals of the entire region and of local communities. Milwaukie is very pleased to be a partner in this planning effort."

Portland's central city. Improvements planned for the next 20 years will provide transit service that better meets the needs of a growing region by offering:

- Faster, more direct connections to different communities, minimizing the need to travel to downtown Portland to transfer.
- Better routes to serve neighborhoods, employment areas and schools.
- Efficient, reliable service with adequate space for passengers at all times.
- Improved bus connections for better access to light rail.
- New low-floor, air-conditioned buses with security cameras and bigger windows, providing service to all, including those using mobility devices.
- Improved bus stops, with shelters, lighting, phones, maps, schedules, better sidewalks and electronic signs with accurate bus arrival times.
- Support of transportation management associations to improve commute options for employees (see box at right).

Alternatives to rush hour



Transportation management associations, which are private enterprises or private/public partnerships, offer alternatives to employees driving to work alone during rush hour. TMAs can promote ride sharing, transit, walking, biking, work schedule changes and telecommuting to reduce rush hour traffic congestion. One TMA will be located in each regional center.

The Lloyd District TMA formed to reduce traffic congestion around the Lloyd Center area. The TMA has joined with Tri-Met to offer a PASSport program that increased the use of bus passes from 2,500 to nearly 5,000 employees in the Lloyd District during the past year.

The Lloyd District TMA negotiated four new bus lines, adding direct access from Southeast and Southwest Portland and Clark County. New bike lanes and bike parking facilities have also been added to the area. Businesses that participate in the TMA have seen a significant reduction in employees driving to work, thus complying with Oregon's commute rule.

Walking into the millennium



New, wider sidewalks are being built throughout the region to encourage more walking, as part of the regional pedestrian system. This sidewalk is on Northeast Grand Avenue in Portland.

Where would we be without walking? Walking is the most basic and reliable form of transportation. Everyone who can walk is a pedestrian, even those who need mobility assistance. In neighborhoods with good sidewalks and access to transit, more than 20 percent of all travel is on foot.

Metro wants to continue encouraging walking, which is our link to cars, bicycles, buses, trucks and light rail. It is also a valuable form of transportation to accomplish short trips in your neighborhood or to shops near work. Walking can link neighbors and communities, as well.

Improving streets to make them pedestrian-friendly is one goal of the Regional Transportation Plan. This will allow people to walk

safely in attractive areas, especially to transit and major centers. Community design can also help foster convenient walking routes. Walking trips are expected to more than double in the next 20 years, so pedestrian improvements are necessary.

Metro's Regional Transportation Plan calls for the development of a regional pedestrian system to make streets more walkable and improve walkways to public transit. Needed improvements include sidewalks, multiuse paths, curb extensions, bus shelters, safer street crossings, lighting, street trees, benches, landscaping and wide planting strips that buffer walkers from cars.

The design of pedestrian-friendly neighborhoods, with well-connected streets and sidewalks and nearby

shopping, fosters nearly four times more walking trips than other areas.

Examples of specific improvements in the plan to encourage walking are as follows:

- Retrofit existing streets in the Lloyd District, Hillsdale, Washington Square, Beaverton, Gateway and other centers to include wider sidewalks, safer street crossings, bus shelters, curb extensions and benches at major transit stops.
- Improve streets and corridors that connect to light rail transit in regional centers, such

as Gresham, Gateway, Beaverton and Hillsboro.

- Provide wide sidewalks along major transit corridors – particularly at transit stations and bus stops – with landscaped buffers, bus shelters and benches, curb extensions and marked or signal crossings.
- Construct new multi-use trails throughout the region, including along Phillips, Rock and Fanno creeks.
- Fill in missing sidewalks on arterial streets throughout the region.



Walking can be our link to nearby schools, parks, neighbors and shopping. Pedestrian-friendly design, with well-connected streets and wider sidewalks, is planned throughout the region.



Bicycles: from the past into the future

One of the best, cleanest and least expensive transportation choices in the region is bicycling. This is helped by the many new bicycle lanes striped on major streets around the region, with more planned for the near future.

A major goal of the plan is to provide a regional network of safe and convenient bikeways, including bike lanes, multi-use paths and bicycle boulevards. The goals include the following:

- Provide a regional, interconnected network of safe and convenient bikeways.
- Provide good bike access to downtown Portland and the regional centers.

- Increase the number of bicycle trips throughout the region.
- Ensure that transportation projects are designed to accommodate bicyclists.
- Encourage bicyclists, pedestrians and motorists to share the road safely.

There is a coordinated bicycle planning effort in the region, involving Metro, city of Portland, Clackamas, Multnomah and Washington counties, Tri-Met and the Oregon Department of Transportation.

Planned bicycle facilities fall into three categories:

Bike lanes – Striped sections of the roadway designated for bicycles. Bike lanes are planned on many major streets



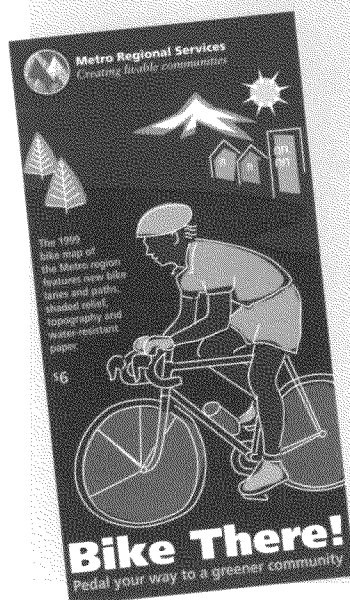
More bicycling will be encouraged through the addition of new bike lanes and bicycle boulevards around the region. Providing a regional, interconnected network of safe and convenient bikeways is one of the plan's goals.

throughout the region. One example is Greeley/Interstate, connecting the Portland central city to North and Northeast Portland. In Washington County, bike lanes on Cornell Road will help fill gaps in the regional bikeway system. Another example is the Division

Street boulevard project in Gresham, which includes bike lanes and sidewalks as part of the project.

Bicycle boulevard – A street with little traffic that becomes a through street for bicyclists while maintaining local access for cars. One example is the Tillamook bikeway in Northeast Portland, which includes a boulevard retrofit in the Hollywood town center.

Multiuse paths – Separated from car traffic, multi-use paths are used by bicyclists, pedestrians, skaters and other non-motorized travelers. An example for future construction is the Clackamas regional center trail, which connects area residents to North Clackamas Park.



Bike There! bike map on sale for a greener, cleaner community

Want to pedal your way to a better community? Metro's new and improved bike map is available. If you like to cycle, the bike map can help you find the best and safest way to travel around the region. Streets are color-coded for safety, and new bike lanes and paths are highlighted. Other features include shaded elevation, topography and water-resistant synthetic paper. You can purchase the bike map for \$6 from many local bike shops and bookstores and through Metro's web site at www.metro-region.org. Additional information about the bike map is available through Metro's web site or by calling the transportation hotline, (503) 797-1900, option 6.



Coping with traffic congestion

The transportation choices and land uses outlined in this newsletter can be tools to reduce growth in traffic congestion. In some cases, people will adjust their travel times to avoid rush hour traffic or workers may arrange to work at home on some days or to share rides with neighbors. Some trips could be made by using an improved transit network, including regional light rail, rapid bus, frequent bus, streetcars, and commuter rail, or by bicycling and walking. Our individual choices can help reduce congestion during peak traffic times.

- Strategic road and highway improvements are needed to address the most critical areas of congestion.
- A realistic standard for traffic operations, based on what the public has indicated it is willing to fund, translates into some congestion during the morning and evening rush hours.
- Increased congestion can be avoided by providing people with more varied and reliable transportation choices.
- Efficient land use patterns, with employment centers and housing located near one another with easy access to transit and services, will help to manage congestion and sustain communities.

Congestion relief is an important focus of the plan's new projects, especially for freight. Our region is a major West Coast distribution center and the economy is dependent on the movement of goods and services to national and international ports. Freight

Today, traffic management devices can help keep traffic moving through congested areas and can slow cars down in residential areas. Several techniques can make the road system smarter, including timing of traffic signals, traffic count stations, message signs, fiber optic interconnection and communication with a central management computer.

- Peak period pricing could be an appropriate tool to manage congestion. It could also generate revenues to help fund needed transportation improvements.
- It should be considered a feasible option when major new highway capacity is added to congested corridors.
- Existing roadways should not be priced at this time.
- In the next two years, the region should identify a specific project to serve as a pilot project to test peak period pricing.

19



Transportation funding puzzle

MAYOR VIEW



Lou Ogden
Mayor of Tualatin

"An effective transportation system is paramount to a meaningful growth management plan for our region. Wise investment of our precious few resources can only occur when all of us partner together working co-operatively and strategically. Fortunately for us and the taxpayers we represent, regional collaboration has resulted in a transportation plan that leverages local, regional, state and federal dollars to create the best integrated system possible within our means."

How to finance the future?

The Regional transportation Plan identifies three funding scenarios to help give elected officials and residents a picture of how different levels of investments can address future transportation needs.

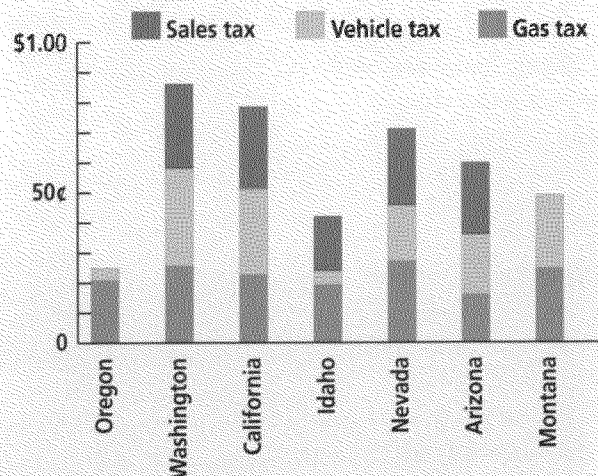
The plan considers funding at three investment levels:

- *Existing resources system* - limited to current funding levels which fall short of maintaining the system already in place.
- *Preferred system* - includes all future projects necessary to meet the adopted goals and standards for the transportation system.
- *Strategic system* - lies in between the other two systems, and is made up of the most critical programs that are needed to keep pace with future growth.

The plan studies these investment levels during three time periods: short-term (five years), medium-term (10 years) and long-term (20 years).

Metro's existing resources system is estimated at \$1.94 billion through the year 2020 for the most-

Oregon's auto taxes are among the lowest in the nation



When you add up all the state taxes and fees charged to drivers, Oregon ranks lowest of seven western states - Washington, California, Idaho, Nevada, Arizona and Montana.

needed road-related and transit projects.

But Metro estimates that to keep up with growth and build all necessary road-related and transit projects, the preferred system would require approximately \$9.09 billion.

The mid-level strategic system is projected to cost \$7.21 billion and would need increased revenue sources. A portion of this increase could be funded by the 5 cents per gallon gas tax increase and \$10 per biennium vehicle registration fee increase passed by the 1999 Oregon Legislature.

Now, here's the concern: state and local funding sources are currently too low to adequately maintain our existing transportation system. They are clearly inadequate to fund maintenance of the existing system or improvement projects identified in all three investment scenarios, even the lowest.

Closing the gap

The \$4.05 billion required by the mid-level strategic system for road-related projects translates to an increase of the gas tax by 2 cents per gallon per year during the next 20 years - an average increase of about \$12 per vehicle per year for 20 years.

Auto tax comparisons

Compared with other state auto-related taxes, Oregon ranks among the lowest in the nation. Many nearby states have higher total auto registration and related fees, sales taxes and gas taxes.

The average gas and auto taxes currently paid in Oregon is \$162.60 per year. In comparison, Washington residents pay \$564, Nevada residents pay \$455.10 and Idaho residents pay \$316.80. In California, average total gas and auto taxes come to \$466.20 per year.

Utility costs are another comparison. The proposed average Oregon road use taxes are \$27.10 per month, based on a two-car household. In comparison,

an average monthly electric bill is \$61.50 and water/sewer charges are \$45.70. Natural gas is \$37.55; cable TV \$29.40; local phone \$25 and trash pickup \$17.20. A two-zone bus pass is \$41 per month.

Funding future projects

Metro funds transportation projects with federal money through the Metropolitan Transportation Improvement Program.

The MTIP was updated recently to determine which projects in the plan will be funded during the four-year period of October 1999 through September 2003. Local governments and transportation agencies, such as Tri-Met, cities, counties and Port of Portland, submitted requests for projects to

Legislative funding package

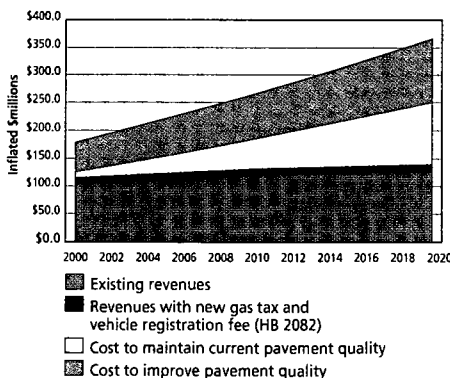
The 1999 Oregon Legislature took steps to partially close the funding gap. A package of transportation funding measures (House Bill 2082) was passed by the legislature and may be referred to voters in May 2000.

The package includes a 5-cents-per-gallon gas tax increase, and a \$10-per-biennium auto registration fee increase. The truck weight-mile fees would be replaced with a new 29-cent tax on diesel fuel and an increase in truck registration fees. In addition, it allows counties to enact a \$10 per year add-on to the vehicle registration fee.

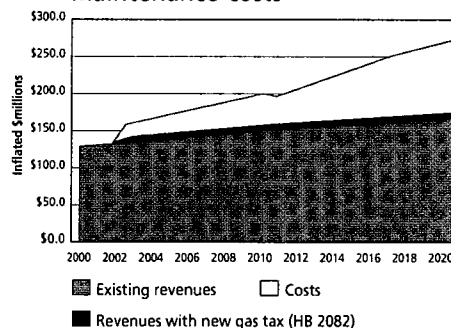
If this package is enacted, it would help close the gap for two areas of need. It would fund approximately \$180 million of unfunded modernization projects on the state highway system in the metro area (\$600 million statewide). It would also allow the state, cities and counties to address some of the backlog of unmet maintenance and preservation needs of our highway and road system.

Operating and maintaining what's on the ground

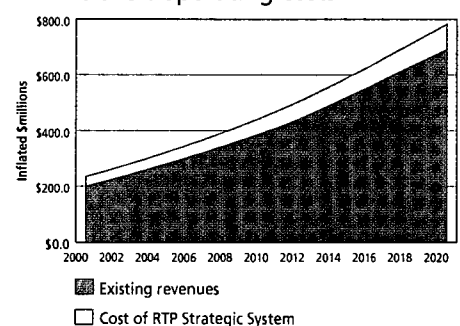
City and county maintenance costs



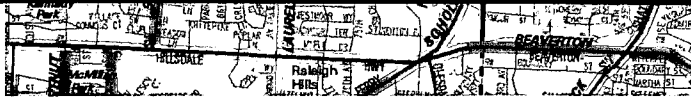
State highway maintenance costs



RTP Strategic System: transit operating costs



Projections show that existing funding sources to maintain our road system already fall 7 percent short of need. The shortfall will grow to 44 percent because resources don't increase as quickly as costs and needs. While transit funds do grow, transit service needs to grow faster than current funding levels to make service more convenient to more people.



Transportation funding puzzle *(continued)*

Metro for consideration.

The Joint Policy Advisory Committee on Transportation (JPACT) and the Metro Council then selected projects for funding that support a balance of alternatives, promote 2040 land use objectives, provide geographic equity and meet air quality standards.

The federal transportation act (ISTEA) adopted in 1991 ushered in a new era, calling for integrated planning and financing for all travel methods. This

region has met the federal challenge with a comprehensive and integrated long-range plan for transportation and land use.

How projects get funded

There is a selection process that all projects must go through before being accepted for funding:

Step 1 - Application

Application is submitted by state, regional or local jurisdiction.

Step 2 - Initial criteria

Elected officials establish "threshold criteria" that must be met to ensure consistency with regional planning goals.

Step 3 - Technical ranking

A technical score is calculated based on how well the project supports the 2040 Growth Concept and meets transportation goals. Project categories include: pedestrian, transit oriented development, bicycle, road modernization, road reconstruction, transit, freight, transportation demand management and

boulevard projects.

Step 4 - Selection

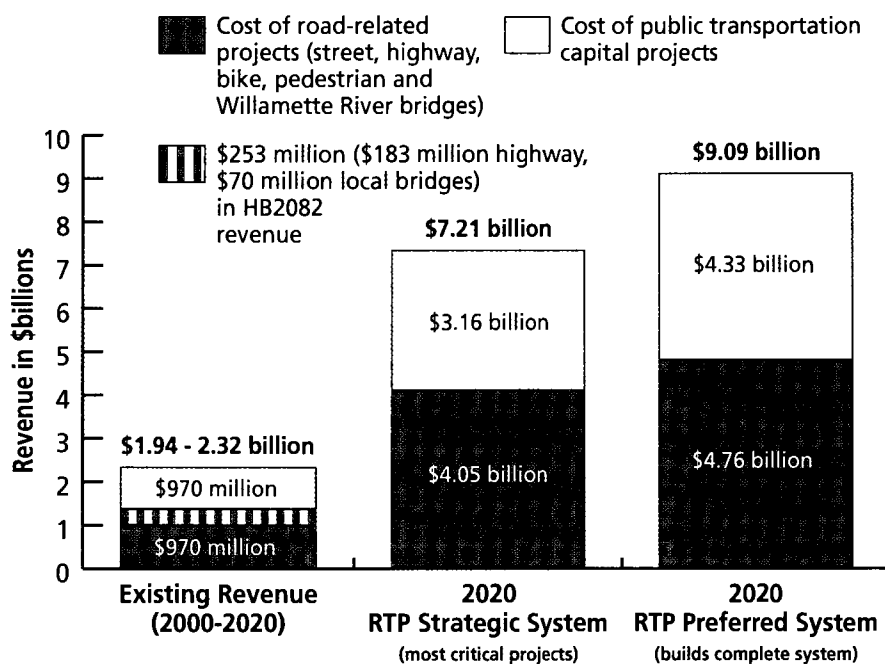
If the funding amount is available and project meets all necessary criteria, the project is recommended for public hearing and funding by JPACT and Metro Council elected officials.

Where the money comes from

The region's transportation system is funded through a combination of federal, state, regional and local money sources. Federal funds are given to this region with differing requirements on how they can be spent. The state generates funds through a series of user fees that are constitutionally limited to road use, including a gas tax, taxes on heavy trucks, vehicle/truck registration fees and drivers license fees. Tri-Met and SMART (Wilsonville) collect regional transit funds through a business payroll tax and fares. Local sources include county gas taxes, dedicated property tax levies and other development-related fees.

How to close the gap?

Transportation needs exceed available revenue



The strategic system is projected to cost \$7.21 billion, of which more than half includes street, highway, bike, pedestrian and Willamette River bridges projects.

Metro: Protecting the nature of our region

"It's better to plan for growth than ignore it."

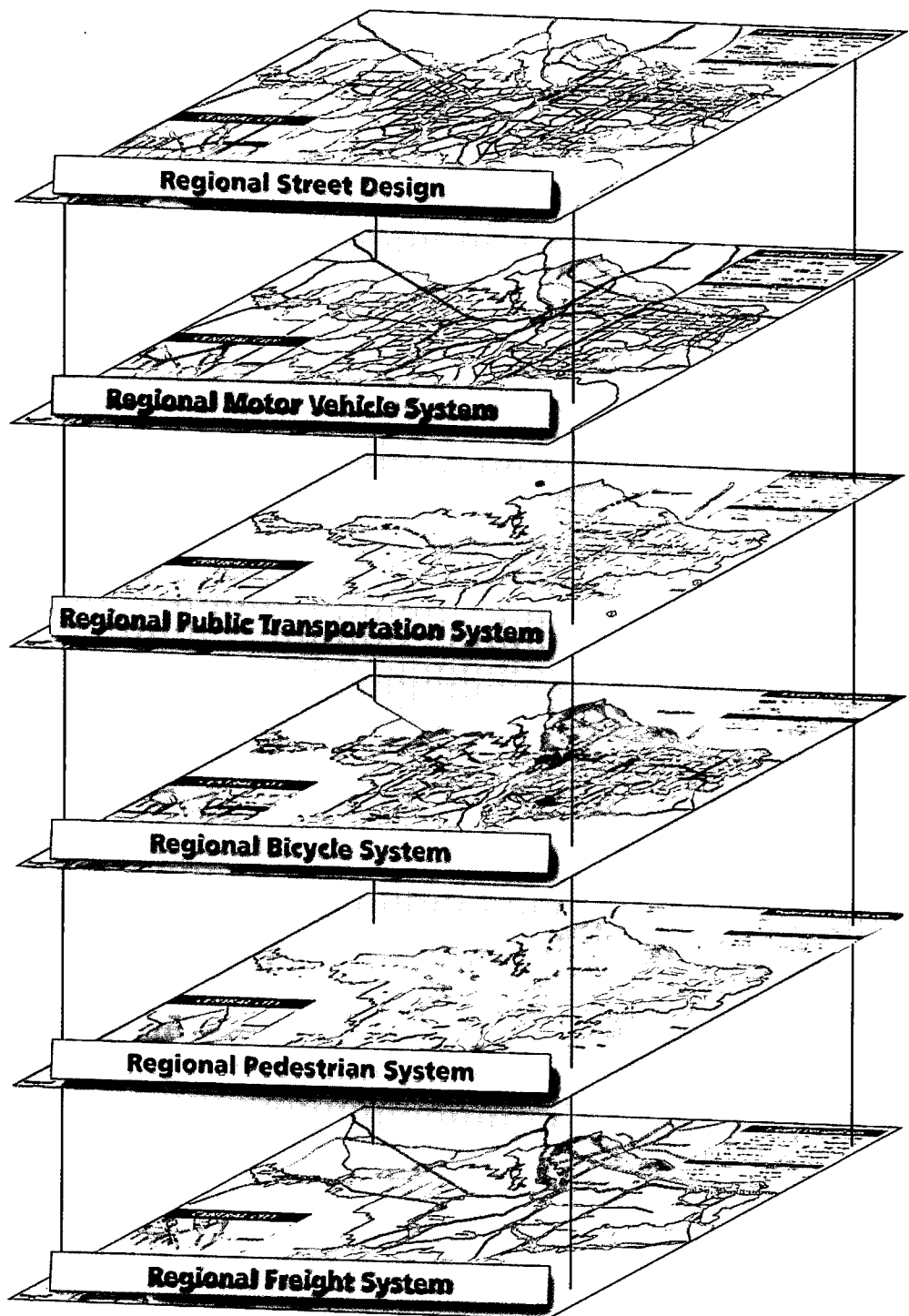
Planning is Metro's top job. Metro provides a regional forum where cities, counties and citizens can resolve issues related to growth – things such as protecting streams and open spaces, transportation and land-use choices and increasing the region's recycling efforts. Open spaces, salmon runs and forests don't stop at city limits or county lines. Planning ahead for a healthy environment and stable economy supports livable communities now and protects the nature of our region for the future.

Metro serves 1.3 million people who live in Clackamas, Multnomah and Washington counties and the 24 cities in the Portland metropolitan area. Metro provides transportation and land-use planning services and oversees regional garbage disposal and recycling and waste reduction programs.

For more information about Metro or to schedule a speaker for a community group, call (503) 797-1510 (public affairs) or (503) 797-1540 (council).

Metro's web site:
www.metro-region.org

Building the Regional Transportation Plan



The Regional Transportation Plan brings together all aspects of our transportation system: street design, arterial streets, highways, public transportation, bikeways, pedestrian walkways and freight movement. They combine to create a collective vision for transportation for the next 20 years.



Moving into the new millennium

We are poised on the threshold of new challenges as we enter the 21st century. One of the most visible concerns affects us all: traffic congestion.

Metro's main task is to maintain this region's livability as we plan for more growth in population. Keeping communities livable is our primary goal, now and into the next millennium.

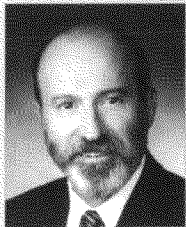
The Regional Transportation Plan, summarized in this newsletter, is the culmination of four years of work by citizens, local government partners and Metro. The plan sets out a collective vision for the future of our region. In doing so, it reflects Metro's commitment to link transportation, land use and environmental planning so that our future can reflect our values.

A balanced transportation system is at the heart of the plan, including walking, bicycling, driving, using transit and keeping freight moving to national and international destinations.

The plan also incorporates the 2040 Growth Concept, which is based on using land wisely. The 2040 Growth Concept directs new development to population centers and along existing transportation corridors.

When 2020 arrives, we hope people will look back and recognize everyone's current efforts to protect the livability of the Portland metropolitan region.

Sincerely,



Mike Burton
Metro Executive Officer



Rod Monroe
Metro Council Presiding Officer



METRO

Regional Services

600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

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MEETING DATE: NOV 04 1999
AGENDA NO: R-5
ESTIMATED START TIME: 9:55

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Proclamation Declaring November 18, 1999 as "Peace in the Schools Day"

BOARD BRIEFING: DATE REQUESTED: _____
 REQUESTED BY: _____
 AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: November 4, 1999
 AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Nondepartmental DIVISION: Commissioner Sharron Kelley

CONTACT: Debra Erickson TELEPHONE #: 248-5213
 BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Betsy Coddington, Linda Jaramillo

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Proclamation Declaring November 18, 1999 to be "Peace in the Schools Day"
in Multnomah County

11/4/99 ORIGINAL to LINDA JARAMILLO
11/9/99 COPIES to DEBRA ERICKSON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Sharron Kelley
(OR)
DEPARTMENT
MANAGER: _____

CLERK OF
COUNTY COMMISSIONERS
99 OCT 27 AM 11:20
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

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

—

TO: Board of County Commissioners
FROM: Commissioner Sharron Kelley
RE: Proclamation declaring November 18, 1999 to be "Peace in the Schools Day" in
Multnomah County, Oregon
Today's Date: October 27, 1999
Requested Placement Date: November 4, 1999

I. Recommendation / Action Requested

Approve proclamation declaring November 18, 1999 to be "Peace in the Schools Day" in Multnomah County, Oregon.

II. Background / Analysis

School mediation programs have been effective in reducing the number of office referrals, in increasing student confidence and performance, and in increasing community support for peaceful conflict resolution.

III. Financial Impact - N/A

IV. Legal Issues - None

V. Controversial Issues - None

VI. Link to Current County Policies

Multnomah County supports peaceful conflict resolution through its mediation centers and the Violence Prevention Program. It recognizes student peacemakers through the annual Thousand Crane Awards.

VII. Citizen Participation

Students in designated schools will participate in a "Peace in the Schools Day" program.

VIII. Other Government Participation

Governor Kitzhaber has declared November, 1999 to be "Mediation Month" in the State of Oregon.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. _____

Proclaiming November 18, 1999 to be "Peace in the Schools Day" in Multnomah County, Oregon.

The Multnomah County Board of Commissioners Finds:

- a. Governor Kitzhaber has proclaimed November 1999 as Mediation Month.
- b. In the past five years, 40% of schools in Multnomah County have had a student conflict manager or peer mediation program, some supported by Health Department violence prevention mini-grants.
- c. As a result of student mediation programs, schools experience a 34-60% decrease in office referrals.
- d. Students who are trained as conflict managers or peer mediators significantly increase their ability to resolve conflict peacefully.
- e. Students who are trained experience improvement in academic performance and self-esteem.
- f. Schools with long standing programs experience a community-wide commitment to peaceful problem solving from students, faculty and parents.

The Multnomah County Board of Commissioners Proclaims:

November 18, 1999 to be "Peace in the Schools Day" in Multnomah County, Oregon. In so doing, we commit to support the peacemaking efforts of administrators, teachers, youth and the community to provide all students with a safe place to learn.

Adopted this 4th day of November, 1999.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 99-215

Proclaiming November 18, 1999 to be "Peace in the Schools Day" in Multnomah County, Oregon.

The Multnomah County Board of Commissioners Finds:

- a. Governor Kitzhaber has proclaimed November 1999 as Mediation Month.
- b. In the past five years, 40% of schools in Multnomah County have had a student conflict manager or peer mediation program, some supported by Health Department violence prevention mini-grants.
- c. As a result of student mediation programs, schools experience a 34-60% decrease in office referrals.
- d. Students who are trained as conflict managers or peer mediators significantly increase their ability to resolve conflict peacefully.
- e. Students who are trained experience improvement in academic performance and self-esteem.
- f. Schools with long standing programs experience a community-wide commitment to peaceful problem solving from students, faculty and parents.

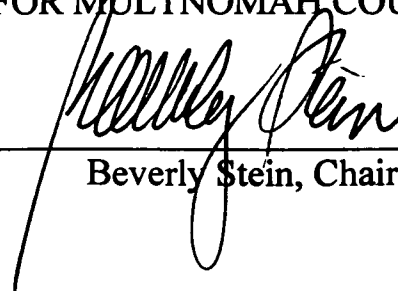
The Multnomah County Board of Commissioners Proclaims:

November 18, 1999 to be "Peace in the Schools Day" in Multnomah County, Oregon. In so doing, we commit to support the peacemaking efforts of administrators, teachers, youth and the community to provide all students with a safe place to learn.

Adopted this 4th day of November, 1999.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair

MEETING DATE: NOV 04 1999
AGENDA NO: R-6
ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Multnomah County Corrections INS Bed Rental Policy

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: Thursday, November 4, 1999

AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Non-departmental

DIVISION: Cruz

CONTACT Mary Carroll x85275

TELEPHONE #: 248-5219

BLDG/ROOM #: 106-1500

PERSON(S) MAKING PRESENTATION: Commissioner Cruz

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Reviewing county policy in regards to renting correctional and juvenile justice beds to Immigration and Naturalization Service.

11/9/99 copies to Commissioner Cruz

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

Serena Cruz (mc)

BOARD OF
COUNTY COMMISSIONERS
99 OCT 27 PM 12:38
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



COMMISSIONER SERENA CRUZ, DISTRICT 2
MULTNOMAH COUNTY OREGON

1120 SW Fifth Avenue, Suite 1500
Portland, Oregon 97204-1914
(503) 248-5219 phone
(503) 248-5440 fax
e-mail: district2@co.multnomah.or.us
www.co.multnomah.or.us/cc/ds2/

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners
FROM: Commissioner Serena Cruz

DATE: 11/4/99

RE: Multnomah County Corrections INS Bed Rental Policy
Review

1. Recommendation/Action Requested:

A task force of legal and public safety stakeholders will be formed to review and evaluate Multnomah County's policy of renting beds in our juvenile and adult correctional facilities to the Immigration and Naturalization Service. The task force will report to the Board of County Commissioners by the beginning of February 2000 and make recommendations on any changes to the current policy.

2. Background/Analysis:

During the 1999-2000 budget process, the Board agreed to a budget note to evaluate the current policy of renting correctional and juvenile justice beds to the Immigration and Naturalization Service. A substantial number of these beds are rented to house individuals who have an INS holds due to their immigration status.

3. Financial Impact:

A PSU graduate student, who will conduct the research and interview stakeholders, will staff the task force. The cost of the task force will be paid for from the Sheriff's budget.



Any reduction in INS bed rentals would reduce revenue for the Sheriff's office. The following figures indicate the average number of US Marshal and INS Bed Rentals. The Task force would examine only the INS bed rentals.

Average # of US Marshall and INS Bed Rentals

Year	INS	# Beds @ \$89.98/Day	US Marshal	# Beds @ \$89.98/Day	Total Beds
89-90	63,681	1.94	1,928,262	58.71	60.65
90-91	304,509	9.27	2,198,418	66.94	76.21
91-92	627,445	19.10	4,189,989	127.58	146.68
92-93	159,861	4.87	4,174,195	127.10	131.96
93-94	59,941	1.83	3,204,950	97.58	99.41
94-95	75,159	2.29	3,282,818	99.96	102.24
95-96	178,521	5.44	3,945,683	120.14	125.57
96-97	1,533,526	46.69	2,954,133	89.95	136.64
97-98	2,877,398	87.61	3,613,148	110.01	197.63
98-99	2,745,411	83.59	4,232,022	128.86	212.45

In addition, the County has received a State Criminal Alien Assistance Program grant from the federal government in addition to the bed rental revenue.

FY 96-97	\$286,000
FY 97-98	\$306,000
FY 98-99	\$693,000
FY 99-00	\$697,000

4. Legal Issues: NA

5. Controversial Issues:

Any changes in the County's policy would have impact on the public safety system, including the Federal Prosecutor's office to local law enforcement, the District Attorney and Public Defender's office. A policy change that would result in reducing the number of jail beds rentals would have fiscal impacts on the MCSO revenue.

6. Link to Current County Policies:

Is current policy the best use of our county resources to reduce crime?

7. Citizen Participation:

The proposed task force would include the following representatives:

Commissioner Cruz
Sheriff Noelle
Senator Wyden's Office
Senator Smith's Office
Rep. Blumenauer's Office
Rep. Wu's Office
Mexican Consul General Alma Soria Ayuso
Multnomah County DA's office
Multnomah County Judge
MCSO Counselor
Multnomah County Corrections Health Department - Kathy Page
Department of Community Justice
Immigration & Naturalization Services
Federal Attorney's Office – Frank Noonan
Federal Public Defender's Office
Metro Public Defender's Office
Multnomah County Legal Services – Tom Ryan
Immigration Attorney – Linda Ramirez
Immigration Attorney - Tillmah Hash
Immigration Counseling Services
Portland Police Department
Gresham Police Department
Multnomah County budget analyst
Hispanic Services Roundtable representative

8. Other Government Participation:

Public safety stakeholders would be interviewed during the research for the task force. Some of the research areas would include:

1. Research federal policy regarding undocumented inmates in correctional facilities.
2. Research county policy regarding renting county jail beds to INS.
3. Research county policy regarding undocumented youth in community justice facilities.

4. How do public safety stakeholders interact with each other to carry out INS hold policy?
5. How do stakeholders interact with the undocumented individuals in correction facilities? What legal and administrative processes do detainees go through with INS holds?
6. What are options to current bed rental policy? (Increase, decrease or eliminate rental policy) What is impact on public safety systems and stakeholders? What is financial impact on county budget?
7. Would MCSO deny admission to Multnomah County jails of INS-hold only inmates if there were no compensation for these inmates? What proportion of the INS-hold only inmates would be charged with other offenses by the US Attorney or Multnomah County District Attorney if INS-hold only inmates were not allowed in Multnomah County jails?

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-214

Creating a Task Force to Review and Evaluate Multnomah County's Policy of Renting Beds in its Juvenile and Adult Correctional Facilities to the Immigration and Naturalization Service

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County operates the Sheriff's office and correction facilities, the District Attorney's Office and the Department of Community Justice.
- b. Since 1988, Multnomah County has had a policy of renting beds to the Immigration and Naturalization Service through our contract with the US Marshall.
- c. The majority of these beds were intended to hold individuals on the basis of their immigration status.
- d. Multnomah County receives revenue for these bed rentals in addition to federal grants for providing beds to the INS.
- e. Demand for these beds have increased every year since 1988.
- f. The complexity of the INS policies and the impact of those policies on our public safety system needs to be understood by the Board of County Commissioners.

The Multnomah County Board of Commissioners Resolves:

1. The Chair will appoint a Task Force to study the county policy of renting beds to the INS and the effect of that policy on the public safety system and make recommendations to the County Chair and the Board of County Commissioners. The Task Force will include important stakeholders with expertise in INS policy, corrections and public safety issues.
2. The Task Force will collect input from stakeholders about the current policy of the federal government and local government in regards to undocumented individuals in the corrections system.
3. Within the context of the overall analysis, the Task Force will study questions including but not limited to: How do public safety stakeholders interact with each other to carry out INS hold policy? How do stakeholders interact with the undocumented individuals in correction facilities? What legal and administrative processes do detainees go through with INS holds? What are options to current bed rental policy? (Increase, decrease or eliminate rental policy) What is impact on public safety systems and stakeholders? What is financial impact on county budget? Would MCSO deny admission to Multnomah County jails of INS-hold only inmates if there were no compensation for these inmates?

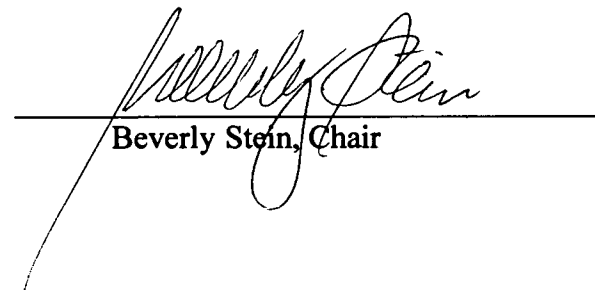
What proportion of the INS-hold only inmates would be charged with other offenses by the US Attorney or Multnomah County District Attorney if INS-hold only inmates were not allowed in Multnomah County jails?

4. The task force will produce a written report including findings and recommendations by January 30, 2000.

Adopted this 4th day of November, 1999.

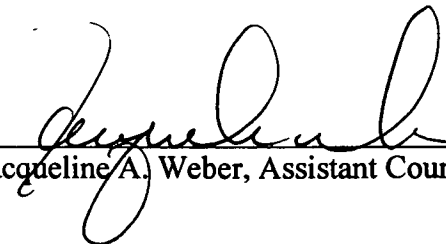


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Jacqueline A. Weber, Assistant County Counsel

MEETING DATE: NOV 04 1999
AGENDA #: R-7
ESTIMATED START TIME: 10:15

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Authorizing sale of \$12,000,000 in Revenue Bonds for Concordia University

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: November 4, 1999
AMOUNT OF TIME NEEDED: 5 to 10 Minutes

DEPARTMENT: DSS DIVISION: Finance
CONTACT: Dave Boyer TELEPHONE #: 248-3903
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution Authorizing the Sale of \$12,000,000 in Revenue Bonds for Concordia University

11/9/99 copies to Dave Boyer

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: DB

Richie L. Gask

99 OCT 20 PM 1:06
OFFICE OF THE BOARD CLERK
CONCORDIA UNIVERSITY

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY, OREGON

DEPARTMENT OF SUPPORT SERVICES

COUNTY COMMISSIONERS

BEVERLY STEIN, CHAIR
DIANE LINN, DISTRICT #1
GARY HANSEN, DISTRICT #2
LISA NAITO, DISTRICT #3
SHARRON KELLEY, DISTRICT #4

DIRECTORS OFFICE
ACCOUNTS PAYABLE
GENERAL LEDGER
PAYROLL
TREASURY
LAN ADMINISTRATION

PORTLAND BUILDING
1120 SW FIFTH AVENUE, SUITE 1430
PO BOX 14700
PORTLAND, OR 97293-0700
PHONE (503) 248-3312
FAX (503) 248-3292

FINANCE DIVISION

CONTRACTS
MATERIEL MANAGEMENT
PURCHASING

FORD BUILDING
2505 SE 11TH 1ST FLOOR
PORTLAND, OR 97202
PHONE (503) 248-5111
FAX (503) 248-3252
TDD (503) 248-5170

MEMORANDUM

TO: Board of County Commissioners

FROM: David Boyer, Finance Director 

DATE: October 26, 1999

REQUESTED PLACEMENT DATE; November 4, 1999

SUBJECT: Conduit revenue bond financing for Concordia University

I. Recommendation / Action:

Approve resolution authorizing the issuance of a negotiated sale of up to \$12,000,000 of Higher Educational Revenue Bonds.

II. Background / Analysis:

On October 1, 1998, the Board of County Commissioners approved Resolution 98-158 authorizing the execution of a letter of intent to issue about \$12,000,000 in Higher Education Bonds for Concordia University. The university is now in a position to sell the bonds as authorized in the resolution. Attached is Resolution 98-158 and the Report to the Board on the public hearing on the issuance of the Higher Education Revenue Bonds.

On August 24, 1998, Finance received a letter from Dennis Stoecklin, Vice President for Administration, Concordia University requesting that the County adopt a resolution authorizing execution of letter of intent to act as their conduit for issuing up to \$12,000,000 in revenue bonds. The proceeds of this bond issue will be used to: renovate Weber Hall and Elizabeth Hall, construct a new housing facility, renovate the Campus Dining Facilities and provide for technology upgrades and other acquisitions. Under this type of financing the County is issuing bonds for Concordia University. The University has the financial and legal obligations to repay the debt. This financing is authorized by Internal Revenue Codes, State Statutes and County Financial and Budget Policy. The County will retain special counsel to ensure that the County's legal requirements are met and that we are not at any financial risk. To perform this financing, we will be collecting a fee for our services at \$1.00 per thousand of bonds issued and the University is responsible for paying all issue costs including the cost of our special counsel. This issue will provide the County with approximately \$12,000 of

General Fund revenue. Once approved the Finance Division will ensure that all legal requirements are met.

III. Financial Impact:

Financial Impact to the General Fund is an additional \$12,000 in revenues.

IV. Legal Issues:

The Resolution contains all legal requirements and was reviewed by all parties. Ater Wynne Hewitt Dodson & Skerritt is special counsel to the County.

V. Controversial Issues:

None that I am aware of.

VI. Link to Current County Policy:

Is consistent with the Financial and Budget Policy adopted by the Board. The County has issued similar bonds for the University of Portland.

VII. Citizen Participation:

Tax Exempt Financing Reform Act (TEFRA) hearing was December 29, 1998. Concordia University, non-profit higher educational facility has been involved.

VIII. Other Government Participation:

None.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
RESOLUTION NO. 98- 158**

Resolution Authorizing Execution of a Letter of Intent Relating to the Issuance and Negotiated Sale of Approximately \$12,000,000 Higher Education Revenue Bonds, Series 1998 (Concordia University Project); Designating an Authorized Representative, Bond Counsel and Special Counsel to the County; Authorizing Publication of a Notice of Intent to Issue Higher Education Revenue Bonds, Series 1998 (Concordia University Project); Providing for a Public Hearing and Designating a Hearings Official.

The Board of County Commissioners finds:

1. Multnomah County, Oregon (the "County"), has received a request as set forth in a Letter of Intent, attached hereto as Exhibit "A", from Concordia University, located in Portland, Oregon, a qualified 501(c)(3) organization and an Oregon nonprofit corporation (the "University") wherein the University requests the County to issue Higher Education Revenue Bonds, Series 1998 (Concordia University Project) (the "Bonds") for the following purposes:

- (a) Construction of approximately 70,000 square feet of new student housing, furnishings and additional parking facilities;
- (b) Renovation of Weber Hall and Elizabeth Hall to increase building efficiency with improved mechanical systems and increase the occupancy capacity with better utilization of existing space;
- (c) Renovation and modernization of campus dining facilities to accommodate projected increase in number of students residing in renovated and newly constructed campus housing;
- (d) Technology upgrades and acquisitions by constructing a comprehensive campus fiber-optic network and infrastructure to support compressed video transmission of coursework, provide online library resources, internet access and electronic mail;
- (e) Acquisition of several parcels of land adjacent to the campus for future campus expansion;
- (f) Fund a debt service reserve fund, if necessary, provide for costs of any letter of credit, bond insurance, surety bond, or other credit enhancement and to pay costs of issuance of the Bonds.

The above purposes are collectively referred to as the "Project".

2. The County is authorized as a municipality defined in Oregon Revised Statutes 352.790 to 352.820 to issue education facilities revenue bonds for the benefit of non-profit educational institutions within the State of Oregon. The Bonds shall be issued pursuant to Oregon Revised Statutes Sections 352.790 to 352.820 and 288.805 to 288.945 (collectively, the "Act").

3. Section 145 of the Internal Revenue Code of 1986, as amended, authorizes a governmental unit to issue its tax-exempt bonds for qualified Section 501(c)(3) organizations.

4. The County is advised that upon issuance of the Bonds, the County shall enter into a loan agreement whereby the proceeds of the Bonds will be loaned to the University for the purpose of financing the acquisition of qualified education facilities. The Bonds will be secured solely by the covenant of the University to provide sufficient funds for the repayment of the maturing principal, interest and premium, if any, as they respectively become due. The County does not assume any liability for the payment of the Bonds nor are any assets or funds of the County pledged therefor. The Bonds shall not be a charge upon the tax revenues of the County and shall be secured solely by the education facilities revenues pledged by the University.

5. The Act requires that the County publish a Notice of Intent to Issue Revenue Bonds, attached hereto as Exhibit "B", in one issue of a newspaper of general circulation within the County and that no Bonds may be sold nor a bond purchase agreement executed for at least sixty (60) days following such publication. The notice shall advise the electors of the County that they may file a petition with the County asking to have the question of whether to issue such Bonds referred to a vote. If the County receives petitions totaling not less than five percent (5%) of the County's electors, no Bonds may be sold until the issuance of the Bonds is approved by a majority of the electors of the County.

6. The University requests that the County proceed with the issuance of the Bonds and to negotiate the sale of the Bonds as expeditiously as possible in order that the University may permanently finance the acquisition of land and construction, renovation and equipping of the educational facilities.

The Board Resolves:

1. Letter of Intent. The Board has received the Letter of Intent, attached hereto at Exhibit "A", between the County and the University wherein the University proposes that the County issue the Bonds pursuant to the Act to provide permanent financing for the acquisition of land, and construction, renovation and equipping of education facilities within the meaning of the Act and loan the proceeds of the Bonds to the University for such purposes. To induce the County to undertake the issuance of the Bonds, the University has agreed to cooperate with the County for the approval by the County of all the terms and conditions of the issuance of the Bonds and the sale thereof in an aggregate principal amount not to exceed \$12,000,000. The University shall pay to the County from the revenue bond proceeds and other available University funds an issuer's fee as more fully set forth in paragraph 3(b) of the Letter of Intent. The County approves of the Letter of Intent and authorizes the Chair to execute and deliver the Letter of Intent for and on behalf of the County.

2. Public Notice. Pursuant to the requirements of the Act, no Bonds may be sold, and in the case of a private negotiated sale, no purchase agreement can be executed for sixty (60) days following the publication of the notice, as set forth in Oregon Revised Statutes Section 288.815(6). The County directs that a notice shall be published in *The Oregonian*, a newspaper of general circulation within the County in the same manner as are other public notices of the County and that such notice shall contain the information required in Oregon Revised Statutes Section 288.815(6). If electors of the County file the appropriate petition with the County within sixty (60) days following publication of the notice, then the Bonds shall not be issued by the County until this Resolution is approved by a majority of the electors of the County.

3. Public Hearing. Pursuant to the provisions of Section 147(f) of the Internal Revenue code of 1986, as amended, the Bonds may not be issued as tax-exempt qualified bonds until the elected legislative body of the County, as the unit of government issuing the Bonds and as the unit of government having jurisdiction over the area in which the University is located, holds a public hearing, following reasonable

public notice, in order that the residents of the County may have a reasonable opportunity to be heard by the County relating to the issuance of the Bonds. The County is the governmental unit issuing the Bonds and the governmental unit having jurisdiction over the area in which the educational facilities are to be located. The County directs that such public hearing be conducted following reasonable public notice and that the Finance Director is designated as the hearing official for the County to conduct such hearing. The Finance Director shall report to the Board the results of the public hearing, whereupon the County may approve of the issuance of the Bonds for the benefit of the University.

4. Authorized Representative. The County authorizes the Finance Director, or any other person designated by the Chair of the Board, as the "Authorized Representative" to take such action for and on behalf of the County as is reasonably necessary to carry out the provisions of this Resolution. The formal authorization for the issuance and sale of the Bonds shall be subject to the approval of the Board.


5. Designation of Bond Counsel and Special Counsel. The Board designates Ater Wynne LLP, as Bond Counsel and as the County's special counsel to advise the County on matters relating to the issuance of the Bonds, compliance with federal and state law and in the issuance and private negotiated sale of the Bonds.

6. Issuance of Bonds. The Board agrees to use its best efforts to issue and privately negotiate the sale of the Bonds for and on behalf of the University.

ADOPTED this 1st day of October, 1998.

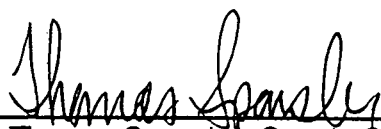


**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

By 
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: 
Thomas Sponsler, County Counsel

**REPORT TO THE BOARD OF COUNTY COMMISSIONERS OF
MULTNOMAH COUNTY, OREGON**

RE: Public Hearing on Issuance of
Higher Education Revenue Bonds
Series 1999 (Concordia University Project)
\$12,000,000

On October 1, 1998 the Board of County Commissioners (the "Board ") of Multnomah County, Oregon (the "County"), adopted Resolution 98-158 directing that a public hearing be conducted following reasonable public notice pursuant to the provisions of Section 147 (f) of the Internal Revenue Code of 1986 as amended. The Board designated the Director, Finance Division of the County as the hearings official (the "Hearings Official") to conduct such hearing for and on behalf of the Board.

Notice of the hearing was published in The Oregonian on Monday, December 14, 1998 providing for a hearing to be held at 2:00 p.m. on Tuesday December 29, 1998 in the Portland Building, 1120 SW Fifth Avenue, 14th floor, Conference Room D, with respect to the issuance of approximately \$12,000,000 principal amount of Higher Education Revenue Bonds to finance improvements to Concordia University.

At 2:04 p.m. on Tuesday December 29, 1998, the Hearings Official convened the public hearing in the Portland Building, Portland, Oregon 97204, and requested any oral or written comments. The following individuals were present: David A. Boyer, the Hearings Official; Doug Goe and Sherri Graves, Bond Counsel and Special Counsel; and Dennis Stoecklin, Vice President for Administration, Concordia University.

No members of the public were present; no comments, written or oral, were submitted to the Hearings Officer. At approximately 2:16 p.m. the hearing was adjourned.

Respectfully submitted,

Director, Finance Division
Multnomah County, Oregon

By: 
David A. Boyer

DATED: December 29, 1998

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
RESOLUTION NO. 99-_____**

Authorizing Issuance of Higher Education Variable Rate Demand Revenue Bonds,
(Concordia University Portland Project), Series 1999.

The Board of County Commissioners finds:

- a. Multnomah County, Oregon (the "County"), is a political subdivision of the State of Oregon and a "municipality" as defined in Oregon Revised Statutes Section 352.790(5); and
- b. The County adopted Resolution No. 98-158 on October 1, 1998 which, among other things, approved of a letter of intent (the "Letter of Intent") with Concordia University, a qualified Section 501(c)(3) organization and a non-profit corporation and an "education institution" as defined in Oregon Revised Statutes Section 352.790(4) (the "University"). Pursuant to the provisions of Oregon Revised Statutes Sections 352.790 to 352.820 and ORS 288.815 to 288.945 (collectively, the "Act"), the Board of County Commissioners (the "Board") agreed to use its best efforts to issue Higher Education Revenue Bonds for and on behalf of the University in an amount not exceeding \$12,000,000; and
- c. Resolution No. 98-158 authorized the publication of a notice of intent to issue revenue bonds, as set forth in Oregon Revised Statutes Section 288.185(6), to be published in *The Oregonian*, in Portland, Oregon, a newspaper of general circulation within the County in the same manner as are other public notices of the County. Such notice was published October 2, 1998 and more than 60 days have elapsed since the publication of the notice and no petitions have been received or filed with the County; and
- d. Additionally, a Notice of Public Hearing (TEFRA Notice) was published on December 14, 1998 in *The Oregonian*, in Portland, Oregon pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"). The Public Hearing was held on December 29, 1998 and the Director, Finance Division of the County (the "Director, Finance Division") as the designated hearing official for the County, conducted the hearing pursuant to the Code. The Director, Finance Division has reported to the Board that no members of the public were present and no comments, written or oral, were submitted; and
- e. The Board is advised that the Higher Education Variable Rate Demand Revenue Bonds (Concordia University Portland Project), Series 1999 (the "Bonds") will be issued pursuant to a Bond Trust Indenture between Multnomah County, Oregon as "Issuer" and the Bond Trustee, as hereinafter defined; and
- f. The proceeds of the Bonds will be loaned to the University pursuant to a Loan Agreement between the County and the University (the "Loan Agreement"); and
- g. The Board designates the Director, Finance Division as the "Authorized Representative" on behalf of the County, to establish the terms and negotiate the sale of the Bonds and to approve, execute and deliver the agreements and documents necessary to complete the Bond financing; and
- h. Prior to the execution of the Bond Purchase Agreement, the County will receive an evaluation of, among other things, the terms, conditions and pricing of the negotiated purchase of the Bonds by the Underwriter from an independent financial advisor and expert pursuant to Oregon Revised Statutes 288.845.

The Board Resolves:

1. The County hereby authorizes the issuance of the Bonds in an aggregate principal amount not exceeding \$12,000,000 upon such terms and covenants as may be approved by the Authorized Representative as provided in Section 6 hereof.
2. The Bonds will be special limited obligations of the County payable solely and only from the amounts required to be paid by the University pursuant to the Loan Agreement and from any debt service fund established under the Bond Trust Indenture. The Bonds shall not be deemed to constitute a debt or liability of the Issuer within the meaning of any state constitutional provision or statutory debt limitation and shall not constitute a pledge of the full faith and credit of the Issuer, but shall be payable solely from the funds provided for in the Loan Agreement and in the Bond Trust Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer to levy any form of taxation therefor or to make any appropriation for their payment. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the Issuer or any charge upon its general credit or its taxing power.

In accordance with Oregon Revised Statutes Section 352.805(4), the County pledges to the payment of the Bonds the education facility revenues required to be paid by the University pursuant to the Loan Agreement. This pledge is noted in this Resolution authorizing the issuance of the Bonds, which notice shall be constructive notice thereof to all parties as provided in Oregon Revised Statutes Section 352.805(4).

3. The Bonds shall be in substantially the form approved by the Authorized Representative and Bond Counsel. The Bonds may be issued in one or more series, may be printed or typewritten, and may be issued as one or more temporary Bonds, which shall be exchangeable for definitive Bonds when definitive Bonds are available. The Bonds shall be executed by facsimile signature of the Chair and attested to by the facsimile signature of the County Clerk. Additionally, the Bonds shall be authenticated by the manual signature of the authorized officer of the Registrar, as defined below.
4. The Bonds shall be initially issued as a book-entry only security issue with no Bonds being made available to the Owners pursuant to the terms of a Blanket Issuer Letter of Representations (the "Letter of Representations") executed and delivered by the County to The Depository Trust Company ("DTC"), New York, New York, as the securities depository of the Bonds.
5. The County authorizes the Authorized Representative to designate a Bond Trustee, Registrar and Paying Agent for the Bonds (the "Registrar"). A successor Registrar may be appointed for the Bonds by the Authorized Representative.
6. The Authorized Representative is hereby authorized pursuant to ORS 288.520(4) to:
 - a. establish the dated date, the principal amounts, interest rates, interest rate setting mechanisms, payment dates, redemption, tender and purchase terms, establish the final maturity date and other terms for the Bonds;
 - b. negotiate the terms under which the Bonds shall be sold, enter into a Bond Purchase Agreement for sale of the Bonds in one or more series, and execute and deliver Bond Purchase Agreement;

- c. appoint an "expert advisor" for purpose of evaluating the terms of the negotiated sale, prior to the sale of the Bonds;
- d. take such actions as are necessary to qualify the Bonds for the book-entry only system of The Depository Trust Company if required;
- e. approve of and authorize the distribution of preliminary and final official statements for the Bonds;
- f. obtain ratings, municipal bond insurance or a letter of credit for the Bonds, and if purchased, direct expenditure of Bond proceeds to pay any such credit enhancement and execute and deliver any agreements necessary to obtain such credit enhancement for the Bonds; and
- g. execute and deliver any other certificates, documents or agreements that are reasonably required to issue, sell and deliver the Bonds in accordance with this Resolution.
7. The County may defease the Bonds pursuant to Article X of the Bond Trust Indenture.
8. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall own the Bonds from time to time (the "Owners"), the provisions of this Resolution shall be part of the contract of the County with the Owners and shall be deemed to be and shall constitute a contract between the County and the Owners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the Bonds, including without limitation the County's covenants and pledges contained herein, and the other covenants and agreements herein set forth to be performed by or on behalf of the County shall be contracts for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference, priority or distinction of any of such Bonds over any other thereof, except as expressly provided in or pursuant to this Resolution.

ADOPTED this _____ day of _____, 1999.

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

By: _____
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: Thomas Sponsler
Thomas Sponsler, County Counsel

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
RESOLUTION NO. 99- 217**

Authorizing Issuance of Higher Education Variable Rate Demand Revenue Bonds,
(Concordia University Portland Project), Series 1999.

The Board of County Commissioners finds:

- a. Multnomah County, Oregon (the "County"), is a political subdivision of the State of Oregon and a "municipality" as defined in Oregon Revised Statutes Section 352.790(5); and
- b. The County adopted Resolution No. 98-158 on October 1, 1998 which, among other things, approved of a letter of intent (the "Letter of Intent") with Concordia University, a qualified Section 501(c)(3) organization and a non-profit corporation and an "education institution" as defined in Oregon Revised Statutes Section 352.790(4) (the "University"). Pursuant to the provisions of Oregon Revised Statutes Sections 352.790 to 352.820 and ORS 288.815 to 288.945 (collectively, the "Act"), the Board of County Commissioners (the "Board") agreed to use its best efforts to issue Higher Education Revenue Bonds for and on behalf of the University in an amount not exceeding \$12,000,000; and
- c. Resolution No. 98-158 authorized the publication of a notice of intent to issue revenue bonds, as set forth in Oregon Revised Statutes Section 288.185(6), to be published in *The Oregonian*, in Portland, Oregon, a newspaper of general circulation within the County in the same manner as are other public notices of the County. Such notice was published October 2, 1998 and more than 60 days have elapsed since the publication of the notice and no petitions have been received or filed with the County; and
- d. Additionally, a Notice of Public Hearing (TEFRA Notice) was published on December 14, 1998 in *The Oregonian*, in Portland, Oregon pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"). The Public Hearing was held on December 29, 1998 and the Director, Finance Division of the County (the "Director, Finance Division") as the designated hearing official for the County, conducted the hearing pursuant to the Code. The Director, Finance Division has reported to the Board that no members of the public were present and no comments, written or oral, were submitted; and
- e. The Board is advised that the Higher Education Variable Rate Demand Revenue Bonds (Concordia University Portland Project), Series 1999 (the "Bonds") will be issued pursuant to a Bond Trust Indenture (the "Bond Trust Indenture") between Multnomah County, Oregon as "Issuer" and the Bond Trustee, as hereinafter defined; and
- f. The proceeds of the Bonds will be loaned to the University pursuant to a Loan Agreement between the County and the University (the "Loan Agreement") and will be used to finance the Project as defined in Resolution No. 98-158 and the Bond Trust Indenture; and
- g. The Board designates the Director, Finance Division as the "Authorized Representative" on behalf of the County, to establish the terms and negotiate the sale of the Bonds and to approve, execute and deliver the agreements and documents necessary to complete the Bond financing; and

h. Prior to the execution of the Bond Purchase Agreement, the County will receive an evaluation of, among other things, the terms, conditions and pricing of the negotiated purchase of the Bonds by the Underwriter from an independent financial advisor and expert pursuant to Oregon Revised Statutes 288.845.

The Board Resolves:

1. The County hereby authorizes the issuance of the Bonds in an aggregate principal amount not exceeding \$12,000,000 upon such terms and covenants as may be approved by the Authorized Representative as provided in Section 6 hereof.

2. The Bonds will be special limited obligations of the County payable solely and only from the amounts required to be paid by the University pursuant to the Loan Agreement and from any debt service fund established under the Bond Trust Indenture. The Bonds shall not be deemed to constitute a debt or liability of the County within the meaning of any state constitutional provision or statutory debt limitation and shall not constitute a pledge of the full faith and credit of the County, but shall be payable solely from the funds provided for in the Loan Agreement and in the Bond Trust Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the County to levy any form of taxation therefor or to make any appropriation for their payment. No breach by the County of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the County or any charge upon its general credit or its taxing power.

In accordance with Oregon Revised Statutes Section 352.805(4), the County pledges to the payment of the Bonds the education facility revenues required to be paid by the University pursuant to the Loan Agreement. This pledge is noted in this Resolution authorizing the issuance of the Bonds, which notice shall be constructive notice thereof to all parties as provided in Oregon Revised Statutes Section 352.805(4).

3. The Bonds shall be in substantially the form approved by the Authorized Representative and Bond Counsel. The Bonds may be issued in one or more series, may be printed or typewritten, and may be issued as one or more temporary Bonds, which shall be exchangeable for definitive Bonds when definitive Bonds are available. The Bonds shall be executed by facsimile signature of the Chair and attested to by the facsimile signature of the County Clerk. Additionally, the Bonds shall be authenticated by the manual signature of the authorized officer of the Registrar, as defined below.

4. The Bonds shall be initially issued as a book-entry only security issue with no Bonds being made available to the Owners pursuant to the terms of a Blanket Issuer Letter of Representations (the "Letter of Representations") executed and delivered by the County to The Depository Trust Company ("DTC"), New York, New York, as the securities depository of the Bonds.

5. The County authorizes the Authorized Representative to designate a Bond Trustee, Registrar and Paying Agent for the Bonds (the "Registrar"). A successor Registrar may be appointed for the Bonds by the Authorized Representative.

6. The Authorized Representative is hereby authorized pursuant to ORS 288.520(4) to:

- a. establish the dated date, the principal amounts, interest rates, interest rate setting mechanisms, payment dates, redemption, tender and purchase terms, the final maturity date and other terms for the Bonds;

- b. negotiate the terms under which the Bonds shall be sold, enter into a Bond Purchase Agreement for sale of the Bonds in one or more series, and execute and deliver a Bond Purchase Agreement;
- c. appoint an "expert advisor" for the purpose of evaluating the terms of the negotiated sale, prior to the sale of the Bonds;
- d. take such actions as are necessary to qualify the Bonds for the book-entry only system of The Depository Trust Company if required;
- e. approve of and authorize the distribution of preliminary and final official statements for the Bonds;
- f. obtain ratings, municipal bond insurance or a letter of credit for the Bonds, and if purchased, direct expenditure of Bond proceeds to pay any such credit enhancement and execute and deliver any agreements necessary to obtain such credit enhancement for the Bonds; and
- g. execute and deliver the Bond Trust Indenture, the Loan Agreement and any other certificates, documents or agreements that are reasonably required to issue, sell and deliver the Bonds in accordance with this Resolution.

7. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall own the Bonds from time to time (the "Owners"), the provisions of this Resolution shall be part of the contract of the County with the Owners and shall be deemed to be and shall constitute a contract between the County and the Owners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the Bonds, including without limitation the County's covenants and pledges contained herein, and the other covenants and agreements herein set forth to be performed by or on behalf of the County shall be contracts for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference, priority or distinction of any of such Bonds over any other thereof, except as expressly provided in or pursuant to this Resolution.

ADOPTED this 4th day of November, 1999.

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

By: _____

Beverly Stein, Chair



THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: _____

Thomas Sponsler, County Counsel

MEETING DATE: NOV 04 1999
AGENDA #: R-8
ESTIMATED START TIME: 10:20

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Authorizing the Sale of up to \$200,000,000 in PERS Pension Revenue Bonds

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: November 4, 1999
AMOUNT OF TIME NEEDED: 5 to 10 Minutes

DEPARTMENT: DSS DIVISION: Finance
CONTACT: Dave Boyer TELEPHONE #: 248-3903
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Resolution Authorizing the Sale of up to \$200,000,000 in PERS Pension Obligation Revenue Bonds.

11/1/99 copies to Dave Boyer

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: *[Signature]* *Vickie L. Gales*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY, OREGON

DEPARTMENT OF SUPPORT SERVICES

COUNTY COMMISSIONERS

BEVERLY STEIN, CHAIR
DIANE LINN, DISTRICT #1
SERENA CRUZ, DISTRICT #2
LISA NAITO, DISTRICT #3
SHARRON KELLEY, DISTRICT #4

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PORTLAND BUILDING
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FINANCE DIVISION

CONTRACTS
MATERIEL MANAGEMENT
PURCHASING

FORD BUILDING
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MEMORANDUM

TO: Board of County Commissioners

FROM: David Boyer, Finance Director *DM*

DATE: October 26, 1999

REQUESTED PLACEMENT DATE; November 4, 1999

SUBJECT: PERS Pension Obligation Taxable Revenue Bond Issue

I. Recommendation / Action:

Approve resolution authorizing the sale of the PERS Pension Obligation Revenue Bond Issue in an amount not to exceed \$200,000,000.

II. Background / Analysis:

On September 9, 1999 The Board of County Commissioners approved Resolution 99-176 authorizing the issuance of Revenue Bonds to fund the County's unfunded PERS pension obligation and to publish the notice in the Oregonian. Revenue bonds have a 60 day waiting period to allow written petitions to be filed. The 60 day period ends on November 15, 1999. (Resolution Attached)

Because market interest rates are rising and the Board does not meet again until December 2, we would like the Board to approve this resolution prior to November 15 with the direction that if a written petition is filed we will not sell the bonds. By approving this resolution now, the County will be in a position to sell the bonds as soon as possible, if the market is favorable, after the 60 day waiting period.

In July 1998 Multnomah County received a letter from PERS informing us that our employer costs would increase from 10.66 to 12.55%. In October 1998 we were notified that instead of the rate increasing to 12.55%, it would increase to 15.24%. This is a 43% increase. This increase was required by PERS after an actuarial study was performed and over the most recent five year period, the County's unfunded liability for retirement grew from \$50.9 million to \$158.5 million. In addition HB 3349, adopted by the 1995 Legislature, added benefits to retirement pay due to retirement benefits becoming taxable at the State level. This added about \$25 million to the County's unfunded liability and represents one fifth of the increase.

The increased rate will cost Multnomah County taxpayers over \$9 million when the rate is fully implemented. This is not a one-time increase but an ongoing additional expense of \$9 million each year. This \$9 million will be increased by the growth in the County's payroll which is currently about 7% and will be in effect for the next 30 years. Based on our current estimates we anticipate that the County will save about \$20 million (Present Value) by funding this unfunded liability by issuing

revenue bonds. We estimate that the annual payment will be about \$500,000 to 800,000 dollars less per year.

The latest calculation received from PERS is that our unfunded liability is approximately \$175 million. We are asking authorization to issue up to \$200 million instead of the \$175 million because the unfunded liability keeps changing. Prior to the issue we will get the latest unfunded liability from PERS and size the issue accordingly. PERS has informed us that they will accept an amount that over funds our liability and if the County's portion of the plan is over funded our Normal PERS rates will decrease. The bond issue will be structured to maximize our savings while also protecting future interests of the County.

This financing will be issued using a quasi competitive method. Under this method the initial interest rates on the bonds will be done competitively and the final interest rates and other details of the issue will be negotiated. The negotiated details include obtaining bond insurance if needed, closing date and other technical details.

This financing is authorized by Internal Revenue Codes, State Statutes and the County Financial and Budget Policy. The County will retain Ater Wynne, Bond Counsel, to ensure that the County's legal requirements are met and retain Regional Financial Advisor as our expert financial advisor. State law requires that we retain these professional firms. Once approved the Finance Division will ensure that all publication and legal requirements are met.

III. Financial Impact:

The increased PERS rate of 15.51 will cost Multnomah County over \$9 million. This is not a one-time increase but an ongoing additional expense. This \$9 million will be increased by the growth in the County's payroll which is currently about 4% or better and will be in effect for the next 30 years. Based on our current estimates we anticipate that the County will save about \$20 million (Present Value) by funding this liability by issuing revenue bonds. We estimate that the annual payment will be about \$500,000 to \$800,000 less per year over the next 30 years.

IV. Legal Issues:

The Resolution contains all legal requirements and was reviewed by all parties. Ater Wynne Hewitt Dodson & Skerritt is Bond Counsel to the County.

V. Controversial Issues:

None

VI. Link to Current County Policy:

Is consistent with the Financial and Budget Policy adopted by the Board.

VII. Citizen Participation:

None required

VIII. Other Government Participation:

City of Portland is also issuing Pension Obligation Bonds and we will be coordinating the County's issue with them so that we are telling the same story and that we do not negatively impact each other.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
RESOLUTION NO. 99- 176**

Authorizing Issuance of Revenue Bonds.

The Board of County Commissioners finds:

1. The County is authorized pursuant to Oregon Revised Statutes Sections 288.805 to 288.945, inclusive, commonly known as the Uniform Revenue Bond Act (the "Act") to issue revenue bonds in an amount not to exceed \$200,000,000, to (1) finance the estimated unfunded actuarial liability of the County to the Oregon Public Employees Retirement System (the "Project"); and (2) pay certain costs incidental thereto; and
2. The County finds that it is financially feasible for the County and is in the County's best interests to provide funds for the Project; and
3. The costs of the Project, including bond issuance costs, are estimated to not exceed \$200,000,000; and
4. The bonds will not be general obligations of the County, but will be payable solely from legally available revenues, taxes and other funds of the County (the "Revenues"); and
5. The County shall cause to be prepared a plan showing that the estimated Revenues, which will be pledged or designated, are sufficient to pay the estimated debt to be incurred by the County under the revenue bonds authorized by this resolution; and

The Board Resolves:

1. Revenue Bonds Authorized. The County hereby authorizes to be issued an amount not to exceed \$200,000,000 of the revenue bonds (the "Bonds"), for the purpose of financing the Project and to pay costs incidental thereto.

The Bonds shall be issued in accordance with the terms and conditions set forth in a bond resolution to be adopted by the County no earlier than 60 days after publication of the notice described below.

2. Notice; Procedure.

- a. None of the \$200,000,000 of Bonds may be sold, and no purchase agreement for such amount of Bonds may be executed, until at least 60 days after publication of the Notice of Revenue Bond Authorization in substantially the form attached to this resolution as Exhibit "A" (the "Notice"). The Notice shall specify the last date on which petitions may be submitted, and shall be published in *The Oregonian*, Portland, Oregon, a newspaper of general circulation within the boundaries of the County, in the same manner as are other public notices of the County.

- b. If petitions for an election, containing valid signatures of not less than five percent (5%) of the County's qualified electors, are received within the time indicated in the Notice, the question of issuing the \$200,000,000 of Bonds shall be placed on the

ballot at the next legally available election date. If such petitions are received, no such amount of Bonds may be sold until this resolution and the question of issuing the Bonds is approved by a majority of the electors living within the boundaries of the County who vote on that question. Any such petitions will be subject to ORS 288.815.

3. Bonds Payable Solely From Revenues. The Bonds shall not be general obligations of the County and neither the authorization nor issuance of the Bonds shall authorize the County to levy any additional taxes. The Bonds shall be payable solely from the Revenues which the County pledges to payment of the Bonds pursuant to ORS 288.825(1).

ADOPTED this 9th day of September, 1999.



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

By: _____

Beverly Stein, Chair

THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: _____

for Thomas Sponsler, County Counsel

EXHIBIT "A"

NOTICE OF REVENUE BOND AUTHORIZATION

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Multnomah County, Oregon (the "County"), adopted Resolution No. 99-176 on September 9, 1999, authorizing the issuance of revenue bonds. The bonds will be issued to (1) finance the estimated unfunded actuarial liability of the County to the Oregon Public Employees Retirement System; and (2) pay certain costs of issuance.

The County may establish by subsequent resolution all terms, conditions and covenants regarding the bonds and the revenues which are necessary or desirable to effect the sale of the bonds.

The County estimates that the bonds will be issued in an aggregate principal amount of not to exceed \$200,000,000. Bond principal and interest are expected to be paid from the legally available revenues, taxes and other funds of the County. The bonds will not be general obligations of the County but will be payable solely from the revenues which the County pledges to the payment of the bonds and neither the authorization nor issuance of the bonds will authorize the County to levy any additional taxes.

If written petitions, signed by not less than five percent (5%) of the County's qualified electors, are filed at the Office of the County Clerk on or before November 15, 1999 (the 61st day after the date of publication of the notice), the question of issuing \$200,000,000 of the revenue bonds shall be placed on the ballot at the next legally available election date. Any such petition shall be subject to ORS 288.815.

The Office of the County Clerk is located at the Elections Office, 1040 S.E. Morrison Street, Portland, Oregon 97214. Information on procedures for filing petitions may also be obtained at such address or by telephone at (503) 248-3720.

The resolution authorizing the bonds is available for inspection at the Office of the Board Clerk.

The bonds will be issued and sold under the Uniform Revenue Bond Act (ORS 288.805 to 288.945); this Notice is published pursuant to ORS 288.815(6).

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS: September 9, 1999.

Beverly Stein, Chair

Published _____, 1999.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
RESOLUTION NO. _____

Authorizing Issuance of Revenue Bonds.

The Board of County Commissioners finds:

- a. The County passed Resolution No. 99-176 on September 9, 1999, authorizing the issuance of up to \$200,000,000 of bonds under the Uniform Revenue Bond Act to finance the estimated unfunded accrued actuarial liability of the County to the Oregon Public Employees Retirement System. Notice of the authorization was published as required by Oregon's Uniform Revenue Bond Act (ORS 288.805 to 288.945).
- b. The Uniform Revenue Bond Act permits the County to issue the bonds unless, within 60 days after the notice is published, five percent or more of the County's electors file a petition to refer the question of issuing the bonds to the County's voters. The sixty day referendum period expires November 15, 1999. If the County has not received petitions to refer the revenue bonds described in that notice to a vote of the people by such date, the County is hereby authorized to issue the bonds described in Resolution No. 99-176.
- c. Senate Bill 198-B, effective October 23, 1999, authorizes the County to pledge taxes that the County may levy within the limitations of sections 11 and 11b, Article XI of the Oregon Constitution not subject to annual appropriation. Provided, however, that the County shall not have at any one time outstanding limited tax bonded indebtedness in a principal amount that exceeds one percent of the real market value of all taxable property within the County, computed in accordance with ORS 308.207, after deducting from the outstanding principal amount of such indebtedness the total amount of cash funds and sinking funds that are available for payment of principal.
- d. The County passes this resolution to establish the terms under which it will issue up to \$200,000,000 of its Limited Tax Pension Obligation Revenue Bonds pursuant to Resolution No. 99-176 which amount together with any outstanding limited tax bonded indebtedness does not exceed the limitation set forth above.

The Board Resolves:

Section 1. Definitions. Unless the context clearly requires otherwise, the following terms shall have the following meanings:

"Available General Funds" means "revenues" as defined in the Uniform Revenue Bond Act, and includes all taxes and other legally available funds of the County.

"BEO" means "book-entry-only" and refers to a system for clearance and settlement of securities transactions through electronic book-entry changes, which eliminates the need for physical movement of securities.

"Bonds" means the series of the County's Limited Tax Pension Obligation Revenue Bonds which are authorized by Section 9.a of this Resolution.

"Business Day" means any day except a Saturday, a Sunday, a legal holiday, a day on which the offices of banks in Oregon or New York are authorized or required by law or executive order to remain closed, or a day on which the New York Stock Exchange is closed.

"County" means Multnomah County, Oregon.

"DTC" means the Depository Trust Company of New York, the initial securities depository for the Bonds.

"Event of Default" refers to an Event of Default listed in Section 5.a of this Resolution.

"Finance Director" means the Finance Director of the County or the person designated by the Finance Director.

"Government Obligations" means direct noncallable obligations of the United States, or obligations the principal of and interest on which are fully and unconditionally guaranteed by the United States.

"Outstanding" refers to all Bonds except Bonds which have been paid, canceled, or defeased pursuant to Section 7.a. of this Resolution, and Bonds which have matured but have not been presented for payment, but for the payment of which adequate money has been transferred to the Paying Agent.

"Owner" means the person shown on the register maintained by the Paying Agent as the registered owner of a Bond.

"Paying Agent" means the Paying Agent for the Bonds, which, at the time of enactment of this Resolution, is U.S. Bank Trust National Association or its successor.

"Payment Date" means a date on which Bond principal or interest are due, whether at maturity or prior redemption.

"Pension Liability" means the estimated unfunded accrued actuarial liability of the County to the Oregon Public Employees Retirement System and costs related to financing and paying that liability, including capitalized interest.

"Qualified Consultant" means an independent auditor, an independent financial advisor, or similar independent professional consultant of recognized standing and having experience and expertise in the verification of defeasance escrows.

"Resolution" means this resolution, including any changes made by Supplemental Resolutions.

"Supplemental Resolution" means any resolution amending or supplementing the Resolution, which is passed in accordance with Section 4.a.

Section 2. Security for Bonds.

a. The County hereby pledges its full faith and credit to pay the Bonds. The Bonds shall be limited tax revenue bonds of the County, and the County shall pay the Bonds from its Available General Funds. The County is not authorized to levy additional taxes to pay the Bonds.

b. The County covenants that it shall promptly cause all Bond principal, premium, if any, and interest to be paid as they become due in accordance with the Bonds and this Resolution.

c. This Resolution shall constitute a contract with the Owners of the Bonds.

Section 3. Additional Bonds.

The County reserves the right, without limitation, to issue additional bonds which are secured by the County's full faith and credit, and which are payable from its Available General Funds.

Section 4. Amendment of Resolution.

a. The County may enact a Supplemental Resolution to amend this Resolution without the consent of any Owner for any one or more of the following purposes:

(i) To cure any ambiguity or formal defect or omission in this Resolution;

(ii) To add to the covenants and agreements of the County in this Resolution other covenants and agreements to be observed by the County which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(iii) To confirm, as further assurance, any security interest or pledge created under this Resolution or any Supplemental Resolution;

(iv) To make any change which, in the reasonable judgment of the County, does not materially and adversely affect the rights of the Owners.

b. This Resolution may be amended for any other purpose only upon consent of Owners representing not less than fifty-one percent (51%) in aggregate principal amount of the adversely affected Bonds then Outstanding. However, no amendment shall be valid which:

(i) Extends the maturity of any Bonds, reduces the rate of interest on any Bonds, extends the time of payment of interest on any Bonds, reduces the amount of principal payable on any Bonds, or reduces any premium payable on any Bonds, without the consent of all affected Owners; or

(ii) Reduces the percent of Owners required to approve Supplemental Resolutions.

Section 5. Default and Remedies.

a. The occurrence of one or more of the following shall constitute an Event of Default under this Resolution:

(i) Failure by the County to pay Bond principal, interest or premium when due (whether at maturity, or upon redemption after a Bond has been properly called for redemption);

(ii) Failure by the County to observe and perform any covenant, condition or agreement which this Resolution requires the County to observe or perform for the benefit of Owners, which failure continues for a period of 60 days after written notice to the County by the Owners of ten percent or more of the principal amount of Bonds then Outstanding specifying such failure and requesting that it be remedied; provided however, that if the failure stated in the notice cannot be corrected within such 60 day period, it shall not constitute an Event of Default so long as corrective action is instituted by the County within the 60 day period and diligently pursued, and the default is corrected as promptly as practicable after the written notice referred to in this paragraph (ii); or,

(iii) The County is adjudged insolvent by a court of competent jurisdiction, admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy, or consents to the appointment of a receiver for the installment payments.

b. The Owners of ten percent or more of the principal amount of Bonds then Outstanding may, on behalf of all Owners, waive any Event of Default and its consequences except an Event of Default described in Section 5.a(i).

c. Upon the occurrence and continuance of any Event of Default the Owners of ten percent or more of the principal amount of affected Bonds then Outstanding may, on behalf of all Owners, take whatever action may appear necessary or desirable to enforce or to protect any of the rights of the Owners, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Resolution or in aid of the exercise of any power granted in this Resolution or for the enforcement of any other legal or equitable right vested in the Owners by this Resolution or by law. However, the Bonds shall not be subject to acceleration.

d. No remedy in this Resolution conferred upon or reserved to Owners is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Resolution or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. To entitle the Owners to exercise any remedy reserved to them, it shall not be necessary to give any notice other than such notice as may be required by this Resolution or by law.

Section 6. Ownership of Bonds.

a. For purposes of determining the percentage of Owners consenting to, waiving or otherwise acting with respect to any matter that may arise under this Resolution, the initial purchaser of the Bonds may be treated as the Owner of the Bonds at the time the Bonds are delivered in exchange for payment.

b. For purposes of determining the percentage of Owners taking action under this Resolution, the Owners of Bonds which pay interest only at maturity, and mature more than one year after they are issued shall be treated as Owners of an aggregate principal amount equal to the accreted value of those Bonds as of the date the Registrar sends out notice of requesting consent, waiver or other action as provided herein.

Section 7. Defeasance.

The County shall be obligated to pay any Bonds which are defeased in accordance with this Section 7 solely from the money and Government Obligations which are deposited in escrow agent pursuant to this Section 7. Bonds shall be deemed defeased if the County:

a. irrevocably deposits money or noncallable Government Obligations in escrow with an independent trustee or escrow agent which are calculated to be sufficient without reinvestment for the payment of Bonds which are to be defeased; and,

b. files with the escrow agent or trustee an opinion from a Qualified Consultant to the effect that the money and the principal and interest to be received from the Government Obligations are calculated to be sufficient, without further reinvestment, to pay the defeased Bonds when due.

Section 8. Rules of Construction.

In determining the meaning of provisions of this Resolution, the following rules shall apply unless the context clearly requires application of a different meaning:

- a. References to section numbers shall be construed as references to sections of this Resolution.
- b. References to one gender shall include all genders.
- c. References to the singular include the plural, and references to the plural include the singular.

Section 9. The Bonds.

a. Authorization. Subject to the referendum period expiring, the County hereby authorizes the sale and delivery of the Bonds in accordance with this Resolution to finance the Pension Liability. The aggregate principal amount of the Bonds shall not exceed Two Hundred Million Dollars (\$200,000,000), and the Bonds shall mature over a period of not more than 31 years.

b. Delegation. The Finance Director may, on behalf of the County:

(i) participate in the preparation of, authorize the distribution of, and deem final the preliminary and final official statements and any other disclosure documents for the Bonds;

(ii) provide that the Bonds may be issued in one or more series, may bear interest at a fixed rate or variable rates, and may pay deferred interest;

(iii) establish the final principal amounts, maturity schedules, interest rates, sale prices, redemption terms, payment terms and dates, and other terms of the Bonds;

(iv) select one or more underwriters and negotiate the sale of the Bonds with those underwriters;

(v) undertake to provide continuing disclosure for the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission;

(vi) apply for and purchase municipal bond insurance or obtain other forms of credit enhancements for the Bonds, enter into agreements with the providers of credit enhancement, and execute and deliver related documents;

(vii) enter into agreements with bond trustees, remarketing agents and other professionals and service providers;

(viii) obtain a letter of credit or other liquidity facilities for the Bonds, agree to pay the provider of the facility its fees, charges and interest on any draws on the facilities, and pledge the County's full faith and credit to such payments; and

(ix) execute any documents and take any other action in connection with the Bonds which the Finance Director finds will be advantageous to the County.

c. Form. The Bonds shall be in substantially the form attached hereto as Exhibit A, with such changes as may be approved by the Finance Director. The Bonds shall be executed on behalf of the County with the facsimile signatures of the Chair and County Clerk.

d. The Bonds may bear interest which is includable in gross income under the Internal Revenue Code of 1986, as amended.

e. Book Entry System for Bonds. The Bonds shall be initially issued in BEO form and shall be governed by this Section 9.e. While Bonds are in BEO form no physical Bonds shall be provided to Owners. The Finance Director has executed and delivered a Blanket Issuer's Letter of Representations to DTC. While the Bonds are in BEO form, registration and transfer of beneficial interests in the Bonds shall be governed by that letter and the Operational Arrangements of DTC, as they may be amended from time to time, as provided in the blanket issuer letter of representations. So long as Bonds are in BEO form:

(i) DTC shall be treated as the Owner for all purposes, including payment and the giving of notices to Owners. Bond payments shall be made, and notices shall be given, to DTC in accordance with the Letter of Representations. Any failure of DTC to advise any of its participants, or of any participant to notify the beneficial owner, of any such notice and its content or effect will not affect the validity of the redemption of Bonds or of any other action premised on such notice.

(ii) The County may discontinue maintaining the Bonds in the BEO form at any time. The County shall discontinue maintaining the Bonds in BEO form if DTC determines not to continue to act as securities depository for the Bonds, or fails to perform satisfactorily as depository, and a satisfactory substitute depository cannot reasonably be found.

(iii) If the County discontinues maintaining the Bonds in book-entry only form, the County shall cause the Paying Agent to authenticate and deliver replacement Bonds in fully registered form in authorized denominations in the names of the beneficial owners or their nominees; thereafter the provisions set forth in Section 9.g, regarding registration, transfer and exchange of Bonds shall apply.

(iv) While the Bonds are in BEO form, the County and the Paying Agent shall have no responsibility or obligation to any participant or correspondent of DTC or to any beneficial owner on behalf of which such participants or correspondents act as agent for the beneficial owner with respect to:

(1) the accuracy of the records of DTC, the nominee or any participant or correspondent with respect to any beneficial owner's interest in the Bonds;

(2) the delivery to any participant or correspondent or any other person of any notice with respect to the Bonds, including any notice of prepayment;

(3) the selection by DTC of the beneficial interest in Bonds to be redeemed prior to maturity; or

(4) the payment to any participant, correspondent, or any other person other than the registered owner of the Bonds as shown in the registration books maintained by the Paying Agent, of any amount with respect to principal, any premium or interest on the Bonds.

(v) The County shall pay or cause to be paid all principal, premium and interest on the Bonds only to or upon the order of the owner, as shown in the registration books maintained by the Paying Agent, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligation with respect to payment thereof to the extent of the sum or sums so paid.

(vi) The provisions of this Section 9.e may be modified without the consent of the beneficial owners in order to conform this Section to the standard practices of DTC or any successor depository for bonds issued in book-entry only form.

f. Redemption of Bonds.

(i) The Bonds shall be subject to redemption on the terms established by Finance Director. The County reserves the right to purchase Bonds in the open market.

(ii) If any Bonds are subject to mandatory redemption, the County may credit against the mandatory redemption requirement any Bonds of the same maturity which the County has previously purchased or which the County has previously redeemed pursuant to any optional redemption provision.

(iii) So long as Bonds are in book-entry only form, the Paying Agent shall notify DTC of any early redemption not less than 30 days prior to the date fixed for redemption (unless DTC

consents to a shorter period), and shall provide such information in connection therewith as required by a letter of representation submitted to DTC in connection with the issuance of the Bonds.

(iv) During any period in which the Bonds are not in book-entry only form, unless waived by any Owner of the Bonds to be redeemed, official notice of any redemption of Bonds shall be given by the Paying Agent on behalf of the County by mailing a copy of an official redemption notice by first class mail postage prepaid at least 30 days and not more than 60 days prior to the date fixed for redemption to the Owner of the Bond or Bonds to be redeemed at the address shown on the Bond register or at such other address as is furnished in writing by such Owner to the Paying Agent. The County shall notify the Paying Agent of any intended redemption not less than 45 days prior to the redemption date (unless the Paying Agent consents to a shorter period). All such official notices of redemption shall be dated and shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Paying Agent.

g. Authentication, Registration and Transfer.

(i) No Bond shall be entitled to any right or benefit under this Resolution unless it shall have been authenticated by an authorized officer of the Paying Agent. The Paying Agent shall authenticate all Bonds to be delivered at closing, and shall additionally authenticate all Bonds properly surrendered for exchange or transfer pursuant to this Resolution.

(ii) The ownership of all Bonds shall be entered in the Bond register maintained by the Paying Agent, and the County and the Paying Agent may treat the person listed as owner in the Bond register as the owner of the Bond for all purposes.

(iii) While the Bonds are in book-entry only form, the Paying Agent shall transfer Bond principal and interest payments in the manner required by DTC.

(iv) If the Bonds cease to be in book-entry only form, the Paying Agent shall mail each interest payment on the interest Payment Date (or the next Business Day if the Payment Date is not a Business Day) to the name and address of the Owners as they appear on the Bond register as of the Record Date. If payment is so mailed, neither the County nor the Paying Agent shall have any further liability to any party for such payment.

(v) Bonds may be exchanged for an equal principal amount of Bonds of the same maturity which are in different denominations, and Bonds may be transferred to other Owners if the Owner submits the following to the Paying Agent:

(1) written instructions for exchange or transfer satisfactory to the Paying Agent, signed by the Owner or attorney in fact and guaranteed or witnessed in a manner satisfactory to the Paying Agent and

(2) the Bonds to be exchanged or transferred.

(vi) The Paying Agent shall not be required to exchange or transfer any Bonds submitted to it during any period beginning with a Record Date and ending on the next following Payment Date; however, such Bonds shall be exchanged or transferred promptly following that Payment Date.

(vii) The Paying Agent shall note the date of authentication on each Bond. The date of authentication shall be the date on which the Owner's name is listed on the Bond register.

(viii) For purposes of this Section 9.g, Bonds shall be considered submitted to the Paying Agent on the date the Paying Agent actually receives the materials described in Section 9.g, above.

(ix) The County may alter these provisions regarding registration and transfer by mailing notification of the altered provisions to all Owners. The altered provisions shall take effect on the date stated in the notice, which shall not be earlier than 45 days after notice is mailed.

Section 10. Continuing Disclosure. The County shall undertake in a Continuing Disclosure Certificate for the benefit of registered owners and beneficial owners of the Bonds to provide to each Nationally Recognized Municipal Securities Information Repository ("NRMSIRs"), and if and when one is established, the State Information Depository ("SID"), on an annual basis on or before 270 days after the end of each fiscal year, commencing with the fiscal year ending June 30, 2000, the information required pursuant to paragraph (b)(5)(i)(A)(B) and (D) of the Securities and Exchange Commission Rule 15c2-12 (17 C.F.R. § 240.15c2-12 (the "Rule")). In addition, the County will undertake for the benefit of the registered owners and beneficial owners to provide in a timely manner to the NRMSIRs or to the Municipal Securities Rulemaking Board ("MSRB") notices of certain material events required to be delivered pursuant to paragraph (b)(5)(i)(C) of the Rule.

Section 11. Defeasance. The County may defease the Bonds by setting aside, with a duly appointed escrow agent, in a special escrow account irrevocably pledged to the payment of the Bonds to be defeased, cash or direct obligations of the United States in an amount which, in the opinion of an independent certified public accountant, is sufficient without reinvestment to pay all principal and interest on the defeased Bonds until their maturity date or any earlier redemption date. Bonds which have been defeased pursuant to this Section shall be deemed paid and no longer outstanding, and shall cease to be entitled to any lien, benefit or security under this Resolution except the right to receive payment from such special escrow account.

Section 12. Establishment of Debt Service Account. The County shall maintain a Debt Service Account for the payment of principal, premium, if any, and interest on the Bonds as they become due. Available General Funds and all accrued interest, if any, available for the payment of the Bonds shall be deposited in the Debt Service Account.

ADOPTED this 4th day of November, 1999.

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

By: _____
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: 
Thomas Sponsler, County Counsel

Exhibit A
Form of Bond

No. R-«BondNumber»

\$«PrincipalAmtNumber»

United States of America
State of Oregon

Multnomah County, Oregon
Limited Tax Pension Obligation Revenue Bond
1999 Series __

Dated Date:

Interest Rate Per Annum: «CouponRate»%

Maturity Date: April 1, «MaturityYear»

CUSIP Number: «CUSIPNumbr»

Registered Owner: -----Cede & Co.-----

Principal Amount: -----«PrincipalAmtSpelled» Dollars-----

Multnomah County, Oregon (the "County"), for value received, acknowledges itself indebted and hereby promises to pay to the Registered Owner hereof, or registered assigns, the Principal Amount indicated above on the Maturity Date indicated above together with interest thereon from the date hereof at the Interest Rate Per Annum indicated above, computed on the basis of a 360-day year of twelve 30-day months. Interest is payable semiannually on the first day of _____ and the first day of _____ in each year until maturity or prior redemption, commencing _____. Payment of each installment of principal or interest shall be made to the Registered Owner hereof whose name appears on the registration books of the County maintained by the County's paying agent and registrar, which is currently, _____, in Portland, Oregon (the "Registrar"), as of the close of business on the fifteenth day of the calendar month immediately preceding the applicable interest payment date. For so long as this Bond is subject to a book-entry-only system, principal and interest payments shall be paid on each payment date to the nominee of the securities depository for the Bonds. On the date of issuance of this Bond, the securities depository for the Bonds is The Depository Trust Company, New York, New York, and Cede & Co. is the nominee of The Depository Trust Company. Such payments shall be made payable to the order of "Cede & Co."

This Bond is one of a duly authorized series of bonds of the County aggregating \$200,000,000 in principal amount designated as Limited Tax Pension Obligation Revenue Bonds, 1999 Series __ (the "Bonds"). The Bonds are issued for the purpose of financing the estimated unfunded actuarial liability of the County to the Oregon Public Employees Retirement System and paying related costs. The Bonds are authorized by Resolution No. 99-176 adopted by the Board of County Commissioners of the County on September 9, 1999 and issued under Resolution No. 99-__ adopted by the Board of County Commissioners of the County on November 4, 1999 (collectively, the "Resolution") and the Oregon Uniform Revenue Bond Act, in full and strict accordance and compliance with all of the provisions of the Constitution and Statutes of the State of Oregon and the Charter of the County.

The Bonds constitute valid and legally binding obligations of the County. The full faith and credit of the County are pledged for the punctual payment of the principal of and interest on the Bonds. The County has

covenanted to pay the Bonds from its "Available General Funds" as defined in the Resolution. The County is not authorized to levy any additional taxes to pay the Bonds. The Bonds do not constitute a debt or indebtedness of the State of Oregon, or any political subdivision thereof other than the County.

The Bonds are initially issued in book-entry-only form with no certificates provided to the beneficial owners of the Bonds. Records of ownership of beneficial interests in the Bonds will be maintained by The Depository Trust Company and its participants.

Should the book-entry only security system be discontinued, the Bonds shall be issued in the form of registered Bonds without coupons in denominations of \$5,000 or any integral multiple thereof. Such Bonds may be exchanged for Bonds of the same aggregate principal amount and maturity date, but different authorized denominations, as provided in the Resolution.

The Bonds shall mature and be subject to redemption [insert redemption language].

Unless the book-entry-only system is discontinued, notice of any call for redemption shall be given as required by the Blanket Issuer Letter of Representations to The Depository Trust Company, as referenced in the Resolution. Interest on any Bond or Bonds so called for redemption shall cease on the redemption date designated in the notice. The Registrar will notify The Depository Trust Company promptly of any Bonds called for redemption. If the book-entry-only system is discontinued, notice of redemption shall be given by first-class mail, postage prepaid, not less than thirty days nor more than sixty days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the Bond register; however, any failure to give notice shall not invalidate the redemption of the Bonds.

Any exchange or transfer of this Bond must be registered, as provided in the Resolution, upon the Bond register kept for that purpose by the Registrar. The exchange or transfer of this Bond may be registered only by surrendering it, together with a written instrument of exchange or transfer which is satisfactory to the Registrar and which is executed by the registered owner or duly authorized attorney. Upon registration, a new registered Bond or Bonds, of the same maturity and in the same aggregate principal amount, shall be issued to the transferee as provided in the Resolution. The County and the Registrar may treat the person in whose name this Bond is registered on the Bond register as its absolute owner for all purposes, as provided in the Resolution.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, to happen, and to be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in due time, form, and manner as required by the Constitution and Statutes of the State of Oregon; and that the issue of which this Bond is a part, and all other obligations of the County, are within every debt limitation and other limit prescribed by such Constitution and Statutes and County Charter.

IN WITNESS WHEREOF, the Board of Multnomah County, Oregon, has caused this Bond to be signed by facsimile signature of its Chair and countersigned by facsimile signature of its County Clerk, and has caused a facsimile of the corporate seal of the County to be imprinted hereon, all as of the date first above written.

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

By: _____
Beverly Stein, Chair

By: _____
Deborah Bogstad, County Clerk

**THIS BOND SHALL NOT BE VALID UNLESS PROPERLY AUTHENTICATED
BY THE REGISTRAR IN THE SPACE INDICATED BELOW.**

CERTIFICATE OF AUTHENTICATION

This Bond is one of a series of \$_____ aggregate principal amount of Multnomah County, Oregon Limited Tax Pension Obligation Revenue Bonds, 1999 Series __ issued pursuant to the Resolution described herein.
Date of Authentication: _____.
_____, as Registrar

Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Please insert social security or other identifying number of assignee)

this Bond and does hereby irrevocably constitute and appoint _____
_____ as attorney to transfer this Bond on the books kept for registration thereof with the full
power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it
appears upon the face of this Bond in every particular, without alteration or enlargement or any change
whatever.

NOTICE: Signature(s) must be guaranteed by a
member of the New York Stock Exchange or a
commercial bank or trust company

Signature Guaranteed

(Bank, Trust Company or Brokerage Firm)

Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond, shall be
construed as though they were written out in full according to applicable laws or regulations.

TEN COM -- tenants in common

TEN ENT -- as tenants by the entireties

JT TEN -- as joint tenants with right of survivorship
and not as tenants in common

OREGON CUSTODIANS use the following

_____ CUST UL OREG _____ MIN
as custodian for (name of minor)

OR UNIF TRANS MIN ACT

under the Oregon Uniform Transfer to Minors Act

Additional abbreviations may also be used though not in the list above.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-218

Authorizing Issuance of Revenue Bonds

The Multnomah County Board of Commissioners Finds:

- a. The County passed Resolution No. 99-176 on September 9, 1999, authorizing the issuance of up to \$200,000,000 of bonds under the Uniform Revenue Bond Act to finance the estimated unfunded accrued actuarial liability of the County to the Oregon Public Employees Retirement System. Notice of the authorization was published as required by Oregon's Uniform Revenue Bond Act (ORS 288.805 to 288.945).
- b. The Uniform Revenue Bond Act permits the County to issue the bonds unless, within 60 days after the notice is published, five percent or more of the County's electors file a petition to refer the question of issuing the bonds to the County's voters. The sixty-day referendum period expires November 15, 1999. If the County has not received petitions to refer the revenue bonds described in that notice to a vote of the people by such date, the County is hereby authorized to issue the bonds described in Resolution No. 99-176.
- c. Senate Bill 198-B, effective October 23, 1999, authorizes the County to pledge taxes that the County may levy within the limitations of sections 11 and 11b, Article XI of the Oregon Constitution not subject to annual appropriation. Provided, however, that the County shall not have at any one time outstanding limited tax bonded indebtedness in a principal amount that exceeds one percent of the real market value of all taxable property within the County, computed in accordance with ORS 308.207, after deducting from the outstanding principal amount of such indebtedness the total amount of cash funds and sinking funds that are available for payment of principal.
- d. The County passes this resolution to establish the terms under which it will issue up to \$200,000,000 of its Limited Tax Pension Obligation Revenue Bonds pursuant to Resolution No. 99-176 which amount together with any outstanding limited tax bonded indebtedness does not exceed the limitation set forth above.

The Multnomah County Board of Commissioners Resolves:

Section 1. Definitions Unless the context clearly requires otherwise, the following terms shall have the following meanings:

"Available General Funds" means "revenues" as defined in the Uniform Revenue Bond Act, and includes all taxes and other legally available funds of the County.

"BEO" means "book-entry-only" and refers to a system for clearance and settlement of securities transactions through electronic book-entry changes, which eliminates the need for physical movement of securities.

“Bonds” means the series of the County’s Limited Tax Pension Obligation Revenue Bonds which are authorized by Section 9.a of this Resolution.

“Business Day” means any day except a Saturday, a Sunday, a legal holiday, a day on which the offices of banks in Oregon or New York are authorized or required by law or executive order to remain closed, or a day on which the New York Stock Exchange is closed.

“County” means Multnomah County, Oregon.

“DTC” means the Depository Trust Company of New York, the initial securities depository for the Bonds.

“Event of Default” refers to an Event of Default listed in Section 5.a of this Resolution.

“Finance Director” means the Finance Director of the County or the person designated by the Finance Director.

“Government Obligations” means direct non-callable obligations of the United States, or obligations the principal of and interest on which are fully and unconditionally guaranteed by the United States.

“Outstanding” refers to all Bonds except Bonds which have been paid, canceled, or defeased pursuant to Section 7.a. of this Resolution, and Bonds which have matured but have not been presented for payment, but for the payment of which adequate money has been transferred to the Paying Agent.

“Owner” means the person shown on the register maintained by the Paying Agent as the registered owner of a Bond.

“Paying Agent” means the Paying Agent for the Bonds, which, at the time of enactment of this Resolution, is U.S. Bank Trust National Association or its successor.

“Payment Date” means a date on which Bond principal or interest are due, whether at maturity or prior redemption.

“Pension Liability” means the estimated unfunded accrued actuarial liability of the County to the Oregon Public Employees Retirement System and costs related to financing and paying that liability, including capitalized interest.

“Qualified Consultant” means an independent auditor, an independent financial advisor, or similar independent professional consultant of recognized standing and having experience and expertise in the verification of defeasance escrows.

“Resolution” means this resolution, including any changes made by Supplemental Resolutions.

“Supplemental Resolution” means any resolution amending or supplementing the Resolution, which is passed in accordance with Section 4.a.

Section 2. Security for Bonds.

a. The County hereby pledges its full faith and credit to pay the Bonds. The Bonds shall be limited tax revenue bonds of the County, and the County shall pay the Bonds from its Available General Funds. The County is not authorized to levy additional taxes to pay the Bonds.

b. The County covenants that it shall promptly cause all Bond principal, premium, if any, and interest to be paid as they become due in accordance with the Bonds and this Resolution.

c. This Resolution shall constitute a contract with the Owners of the Bonds.

Section 3. Additional Bonds.

The County reserves the right, without limitation, to issue additional bonds which are secured by the County's full faith and credit, and which are payable from its Available General Funds.

Section 4. Amendment of Resolution.

a. The County may enact a Supplemental Resolution to amend this Resolution without the consent of any Owner for any one or more of the following purposes:

(i) To cure any ambiguity or formal defect or omission in this Resolution;

(ii) To add to the covenants and agreements of the County in this Resolution other covenants and agreements to be observed by the County which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(iii) To confirm, as further assurance, any security interest or pledge created under this Resolution or any Supplemental Resolution;

(iv) To make any change which, in the reasonable judgment of the County, does not materially and adversely affect the rights of the Owners.

b. This Resolution may be amended for any other purpose only upon consent of Owners representing not less than fifty-one percent (51%) in aggregate principal amount of the adversely affected Bonds then Outstanding. However, no amendment shall be valid which:

(i) Extends the maturity of any Bonds, reduces the rate of interest on any Bonds, extends the time of payment of interest on any Bonds, reduces the amount of principal payable on any Bonds, or reduces any premium payable on any Bonds, without the consent of all affected Owners; or

(ii) Reduces the percent of Owners required to approve Supplemental Resolutions.

Section 5. Default and Remedies.

a. The occurrence of one or more of the following shall constitute an Event of Default under this Resolution:

(i) Failure by the County to pay Bond principal, interest or premium when due (whether at maturity, or upon redemption after a Bond has been properly called for redemption);

(ii) Failure by the County to observe and perform any covenant, condition or agreement which this Resolution requires the County to observe or perform for the benefit of Owners, which failure continues for a period of 60 days after written notice to the County by the Owners of ten percent or more of the principal amount of Bonds then Outstanding specifying such failure and requesting that it be remedied; provided however, that if the failure stated in the notice cannot be corrected within such 60 day period, it shall not constitute an Event of Default so long as corrective action is instituted by the County within the 60 day period and diligently pursued, and the default is corrected as promptly as practicable after the written notice referred to in this paragraph (ii); or,

(iii) The County is adjudged insolvent by a court of competent jurisdiction, admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy, or consents to the appointment of a receiver for the installment payments.

b. The Owners of ten percent or more of the principal amount of Bonds then Outstanding may, on behalf of all Owners, waive any Event of Default and its consequences except an Event of Default described in Section 5.a(i).

c. Upon the occurrence and continuance of any Event of Default the Owners of ten percent or more of the principal amount of affected Bonds then Outstanding may, on behalf of all Owners, take whatever action may appear necessary or desirable to enforce or to protect any of the rights of the Owners, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Resolution or in aid of the exercise of any power granted in this Resolution or for the enforcement of any other legal or equitable right vested in the Owners by this Resolution or by law. However, the Bonds shall not be subject to acceleration.

d. No remedy in this Resolution conferred upon or reserved to Owners is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Resolution or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. To entitle the Owners to exercise any remedy reserved to them, it shall not be necessary to give any notice other than such notice as may be required by this Resolution or by law.

Section 6. Ownership of Bonds.

a. For purposes of determining the percentage of Owners consenting to, waiving or otherwise acting with respect to any matter that may arise under this Resolution, the initial purchaser of the Bonds may be treated as the Owner of the Bonds at the time the Bonds are delivered in exchange for payment.

b. For purposes of determining the percentage of Owners taking action under this Resolution, the Owners of Bonds which pay interest only at maturity, and mature more than one year after they are issued shall be treated as Owners of an aggregate principal amount equal to the accreted value of those Bonds as of the date the Registrar sends out notice of requesting consent, waiver or other action as provided herein.

Section 7. Defeasance.

The County shall be obligated to pay any Bonds which are defeased in accordance with this Section solely from the money and Government Obligations which are deposited in escrow agent pursuant to this Section 7. Bonds shall be deemed defeased if the County:

- a. irrevocably deposits money or non-callable Government Obligations in escrow with an independent trustee or escrow agent which are calculated to be sufficient without reinvestment for the payment of Bonds which are to be defeased; and,
- b. files with the escrow agent or trustee an opinion from a Qualified Consultant to the effect that the money and the principal and interest to be received from the Government Obligations are calculated to be sufficient, without further reinvestment, to pay the defeased Bonds when due.

Section 8. Rules of Construction.

In determining the meaning of provisions of this Resolution, the following rules shall apply unless the context clearly requires application of a different meaning:

- a. References to section numbers shall be construed as references to sections of this Resolution.
- b. References to one gender shall include all genders.
- c. References to the singular include the plural, and references to the plural include the singular.

Section 9. The Bonds.

a. Authorization. Subject to the referendum period expiring, the County hereby authorizes the sale and delivery of the Bonds in accordance with this Resolution to finance the Pension Liability. The aggregate principal amount of the Bonds shall not exceed Two Hundred Million Dollars (\$200,000,000), and the Bonds shall mature over a period of not more than 31 years.

b. Delegation. The Finance Director may, on behalf of the County:

- (i) participate in the preparation of, authorize the distribution of, and deem final the preliminary and final official statements and any other disclosure documents for the Bonds;
- (ii) provide that the Bonds may be issued in one or more series, may bear interest at a fixed rate or variable rates, and may pay deferred interest;
- (iii) establish the final principal amounts, maturity schedules, interest rates, sale prices, redemption terms, payment terms and dates, and other terms of the Bonds;
- (iv) select one or more underwriters and negotiate the sale of the Bonds with those underwriters;
- (v) undertake to provide continuing disclosure for the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission;

(vi) apply for and purchase municipal bond insurance or obtain other forms of credit enhancements for the Bonds, enter into agreements with the providers of credit enhancement, and execute and deliver related documents;

(vii) enter into agreements with bond trustees, remarketing agents and other professionals and service providers;

(viii) obtain a letter of credit or other liquidity facilities for the Bonds, agree to pay the provider of the facility its fees, charges and interest on any draws on the facilities, and pledge the County's full faith and credit to such payments; and

(ix) execute any documents and take any other action in connection with the Bonds which the Finance Director finds will be advantageous to the County.

c. Form. The Bonds shall be in substantially the form attached hereto as Exhibit A, with such changes as may be approved by the Finance Director. The Bonds shall be executed on behalf of the County with the facsimile signatures of the Chair and County Clerk.

d. The Bonds may bear interest which is includable in gross income under the Internal Revenue Code of 1986, as amended.

e. Book Entry System for Bonds. The Bonds shall be initially issued in BEO form and shall be governed by this Section 9.e. While Bonds are in BEO form no physical Bonds shall be provided to Owners. The Finance Director has executed and delivered a Blanket Issuer's Letter of Representations to DTC. While the Bonds are in BEO form, registration and transfer of beneficial interests in the Bonds shall be governed by that letter and the Operational Arrangements of DTC, as they may be amended from time to time, as provided in the blanket issuer letter of representations. So long as Bonds are in BEO form:

(i) DTC shall be treated as the Owner for all purposes, including payment and the giving of notices to Owners. Bond payments shall be made, and notices shall be given, to DTC in accordance with the Letter of Representations. Any failure of DTC to advise any of its participants, or of any participant to notify the beneficial owner, of any such notice and its content or effect will not affect the validity of the redemption of Bonds or of any other action premised on such notice.

(ii) The County may discontinue maintaining the Bonds in the BEO form at any time. The County shall discontinue maintaining the Bonds in BEO form if DTC determines not to continue to act as securities depository for the Bonds, or fails to perform satisfactorily as depository, and a satisfactory substitute depository cannot reasonably be found.

(iii) If the County discontinues maintaining the Bonds in book-entry only form, the County shall cause the Paying Agent to authenticate and deliver replacement Bonds in fully registered form in authorized denominations in the names of the beneficial owners or their nominees; thereafter the provisions set forth in Section 9.g, regarding registration, transfer and exchange of Bonds shall apply.

(iv) While the Bonds are in BEO form, the County and the Paying Agent shall have no responsibility or obligation to any participant or correspondent of DTC or to any beneficial owner on behalf of which such participants or correspondents act as agent for the beneficial owner with respect to:

(1) the accuracy of the records of DTC, the nominee or any participant or correspondent with respect to any beneficial owner's interest in the Bonds;

(2) the delivery to any participant or correspondent or any other person of any notice with respect to the Bonds, including any notice of prepayment;

(3) the selection by DTC of the beneficial interest in Bonds to be redeemed prior to maturity; or

(4) the payment to any participant, correspondent, or any other person other than the registered owner of the Bonds as shown in the registration books maintained by the Paying Agent, of any amount with respect to principal, any premium or interest on the Bonds.

(v) The County shall pay or cause to be paid all principal, premium and interest on the Bonds only to or upon the order of the owner, as shown in the registration books maintained by the Paying Agent, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligation with respect to payment thereof to the extent of the sum or sums so paid.

(vi) The provisions of this Section 9.e may be modified without the consent of the beneficial owners in order to conform this Section to the standard practices of DTC or any successor depository for bonds issued in book-entry only form.

f. Redemption of Bonds.

(i) The Bonds shall be subject to redemption on the terms established by Finance Director. The County reserves the right to purchase Bonds in the open market.

(ii) If any Bonds are subject to mandatory redemption, the County may credit against the mandatory redemption requirement any Bonds of the same maturity which the County has previously purchased or which the County has previously redeemed pursuant to any optional redemption provision.

(iii) So long as Bonds are in book-entry only form, the Paying Agent shall notify DTC of any early redemption not less than 30 days prior to the date fixed for redemption (unless DTC consents to a shorter period), and shall provide such information in connection therewith as required by a letter of representation submitted to DTC in connection with the issuance of the Bonds.

(iv) During any period in which the Bonds are not in book-entry only form, unless waived by any Owner of the Bonds to be redeemed, official notice of any redemption of Bonds shall be given by the Paying Agent on behalf of the County by mailing a copy of an official redemption notice by first class mail postage prepaid at least 30 days and not more than 60 days prior to the date fixed for redemption to the Owner of the Bond or Bonds to be redeemed at the address shown on the Bond register or at such other address as is furnished in writing by such Owner to the Paying Agent. The County shall notify the Paying Agent of any intended redemption not less than 45 days prior to the redemption date (unless the Paying Agent consents to a shorter period). All such official notices of redemption shall be dated and shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Paying Agent.

g. Authentication, Registration and Transfer.

(i) No Bond shall be entitled to any right or benefit under this Resolution unless it shall have been authenticated by an authorized officer of the Paying Agent. The Paying Agent shall authenticate all Bonds to be delivered at closing, and shall additionally authenticate all Bonds properly surrendered for exchange or transfer pursuant to this Resolution.

(ii) The ownership of all Bonds shall be entered in the Bond register maintained by the Paying Agent, and the County and the Paying Agent may treat the person listed as owner in the Bond register as the owner of the Bond for all purposes.

(iii) While the Bonds are in book-entry only form, the Paying Agent shall transfer Bond principal and interest payments in the manner required by DTC.

(iv) If the Bonds cease to be in book-entry only form, the Paying Agent shall mail each interest payment on the interest Payment Date (or the next Business Day if the Payment Date is not a Business Day) to the name and address of the Owners as they appear on the Bond register as of the Record Date. If payment is so mailed, neither the County nor the Paying Agent shall have any further liability to any party for such payment.

(v) Bonds may be exchanged for an equal principal amount of Bonds of the same maturity which are in different denominations, and Bonds may be transferred to other Owners if the Owner submits the following to the Paying Agent:

(1) written instructions for exchange or transfer satisfactory to the Paying Agent, signed by the Owner or attorney in fact and guaranteed or witnessed in a manner satisfactory to the Paying Agent and

(2) the Bonds to be exchanged or transferred.

(vi) The Paying Agent shall not be required to exchange or transfer any Bonds submitted to it during any period beginning with a Record Date and ending on the next following Payment Date; however, such Bonds shall be exchanged or transferred promptly following that Payment Date.

(vii) The Paying Agent shall note the date of authentication on each Bond. The date of authentication shall be the date on which the Owner's name is listed on the Bond register.

(viii) For purposes of this Section 9.g, Bonds shall be considered submitted to the Paying Agent on the date the Paying Agent actually receives the materials described in Section 9.g, above.

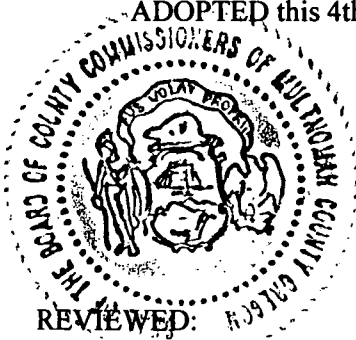
(ix) The County may alter these provisions regarding registration and transfer by mailing notification of the altered provisions to all Owners. The altered provisions shall take effect on the date stated in the notice, which shall not be earlier than 45 days after notice is mailed.

Section 10. Continuing Disclosure. The County shall undertake in a Continuing Disclosure Certificate for the benefit of registered owners and beneficial owners of the Bonds to provide to each Nationally Recognized Municipal Securities Information Repository ("NRMSIRs"), and if and when one is established, the State Information Depository ("SID"), on an annual basis on or before 270 days after the end of each fiscal year, commencing with the fiscal year ending June 30, 2000, the information required pursuant to paragraph (b)(5)(i)(A)(B) and (D) of the Securities and Exchange Commission Rule 15c2-12 (17 C.F.R. § 240.15c2-12 (the "Rule")). In addition, the County will undertake for the benefit of the registered owners and beneficial owners to provide in a timely manner to the NRMSIRs or to the Municipal Securities Rulemaking Board ("MSRB") notices of certain material events required to be delivered pursuant to paragraph (b)(5)(i)(C) of the Rule.

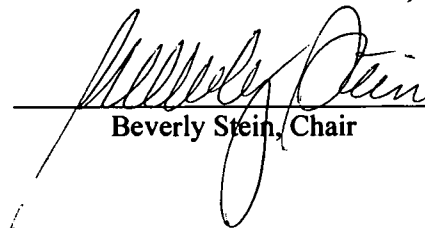
Section 11. Defeasance. The County may defease the Bonds by setting aside, with a duly appointed escrow agent, in a special escrow account irrevocably pledged to the payment of the Bonds to be defeased, cash or direct obligations of the United States in an amount which, in the opinion of an independent certified public accountant, is sufficient without reinvestment to pay all principal and interest on the defeased Bonds until their maturity date or any earlier redemption date. Bonds which have been defeased pursuant to this Section shall be deemed paid and no longer outstanding, and shall cease to be entitled to any lien, benefit or security under this Resolution except the right to receive payment from such special escrow account.

Section 12. Establishment of Debt Service Account. The County shall maintain a Debt Service Account for the payment of principal, premium, if any, and interest on the Bonds as they become due. Available General Funds and all accrued interest, if any, available for the payment of the Bonds shall be deposited in the Debt Service Account.

ADOPTED this 4th day of November, 1999.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: 
Thomas Sponsler, County Counsel

Exhibit A
Form of Bond

No. R-«BondNumber»

\$«PrincipalAmtNumber»

United States of America
State of Oregon

Multnomah County, Oregon
Limited Tax Pension Obligation Revenue Bond
1999 Series __

Dated Date:

Interest Rate Per Annum: «CouponRate»%

Maturity Date: April 1, «MaturityYear»

CUSIP Number: «CUSIPNumbr»

Registered Owner: -----Cede & Co.-----

Principal Amount: -----«PrincipalAmtSpelled» Dollars-----

Multnomah County, Oregon (the "County"), for value received, acknowledges itself indebted and hereby promises to pay to the Registered Owner hereof, or registered assigns, the Principal Amount indicated above on the Maturity Date indicated above together with interest thereon from the date hereof at the Interest Rate Per Annum indicated above, computed on the basis of a 360-day year of twelve 30-day months. Interest is payable semiannually on the first day of _____ and the first day of _____ in each year until maturity or prior redemption, commencing _____. Payment of each installment of principal or interest shall be made to the Registered Owner hereof whose name appears on the registration books of the County maintained by the County's paying agent and registrar, which is currently, _____, in Portland, Oregon (the "Registrar"), as of the close of business on the fifteenth day of the calendar month immediately preceding the applicable interest payment date. For so long as this Bond is subject to a book-entry-only system, principal and interest payments shall be paid on each payment date to the nominee of the securities depository for the Bonds. On the date of issuance of this Bond, the securities depository for the Bonds is The Depository Trust Company, New York, New York, and Cede & Co. is the nominee of The Depository Trust Company. Such payments shall be made payable to the order of "Cede & Co."

This Bond is one of a duly authorized series of bonds of the County aggregating \$200,000,000 in principal amount designated as Limited Tax Pension Obligation Revenue Bonds, 1999 Series __ (the "Bonds"). The Bonds are issued for the purpose of financing the estimated unfunded actuarial liability of the County to the Oregon Public Employees Retirement System and paying related costs. The Bonds are authorized by Resolution No. 99-176 adopted by the Board of County Commissioners of the County on September 9, 1999 and issued under Resolution No. 99-__ adopted by the Board of County Commissioners of the County on November 4, 1999 (collectively, the "Resolution") and the Oregon Uniform Revenue Bond Act, in full and strict accordance and compliance with all of the provisions of the Constitution and Statutes of the State of Oregon and the Charter of the County.

The Bonds constitute valid and legally binding obligations of the County. The full faith and credit of the County are pledged for the punctual payment of the principal of and interest on the Bonds. The County has covenanted to pay the Bonds from its "Available General Funds" as defined in the Resolution. The County is not authorized to levy any additional taxes to pay the Bonds. The Bonds do not constitute a debt or indebtedness of the State of Oregon, or any political subdivision thereof other than the County.

The Bonds are initially issued in book-entry-only form with no certificates provided to the beneficial owners of the Bonds. Records of ownership of beneficial interests in the Bonds will be maintained by The Depository Trust Company and its participants.

Should the book-entry only security system be discontinued, the Bonds shall be issued in the form of registered Bonds without coupons in denominations of \$5,000 or any integral multiple thereof. Such Bonds may be exchanged for Bonds of the same aggregate principal amount and maturity date, but different authorized denominations, as provided in the Resolution.

The Bonds shall mature and be subject to redemption [insert redemption language].

Unless the book-entry-only system is discontinued, notice of any call for redemption shall be given as required by the Blanket Issuer Letter of Representations to The Depository Trust Company, as referenced in the Resolution. Interest on any Bond or Bonds so called for redemption shall cease on the redemption date designated in the notice. The Registrar will notify The Depository Trust Company promptly of any Bonds called for redemption. If the book-entry-only system is discontinued, notice of redemption shall be given by first-class mail, postage prepaid, not less than thirty days nor more than sixty days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the Bond register; however, any failure to give notice shall not invalidate the redemption of the Bonds.

Any exchange or transfer of this Bond must be registered, as provided in the Resolution, upon the Bond register kept for that purpose by the Registrar. The exchange or transfer of this Bond may be registered only by surrendering it, together with a written instrument of exchange or transfer which is satisfactory to the Registrar and which is executed by the registered owner or duly authorized attorney. Upon registration, a new registered Bond or Bonds, of the same maturity and in the same aggregate principal amount, shall be issued to the transferee as provided in the Resolution. The County and the Registrar may treat the person in whose name this Bond is registered on the Bond register as its absolute owner for all purposes, as provided in the Resolution.

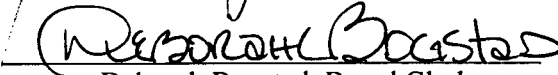
IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, to happen, and to be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in due time, form, and manner as required by the Constitution and Statutes of the State of Oregon; and that the issue of which this Bond is a part, and all other obligations of the County, are within every debt limitation and other limit prescribed by such Constitution and Statutes and County Charter.

IN WITNESS WHEREOF, the Board of Multnomah County, Oregon, has caused this Bond to be signed by facsimile signature of its Chair and countersigned by facsimile signature of its Board Clerk, and has caused a facsimile of the corporate seal of the County to be imprinted hereon, all as of the date first above written.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair


Deborah Bogstad, Board Clerk

THIS BOND SHALL NOT BE VALID UNLESS PROPERLY AUTHENTICATED
BY THE REGISTRAR IN THE SPACE INDICATED BELOW.

CERTIFICATE OF AUTHENTICATION

This Bond is one of a series of \$_____ aggregate principal amount of Multnomah County, Oregon Limited
Tax Pension Obligation Revenue Bonds, 1999 Series __ issued pursuant to the Resolution described herein.
Date of Authentication: _____.

_____, as Registrar

Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Please insert social security or other identifying number of assignee)

this Bond and does hereby irrevocably constitute and appoint _____
_____ as attorney to transfer this Bond on the books kept for registration thereof with the full power of
substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears
upon the face of this Bond in every particular, without alteration or enlargement or any change whatever.

NOTICE: Signature(s) must be guaranteed by a member Signature Guaranteed
of the New York Stock Exchange or a commercial bank or _____ (Bank,
trust company Trust Company or Brokerage Firm)
_____ Author
zed Officer

The following abbreviations, when used in the inscription on the face of this Bond, shall be
construed as though they were written out in full according to applicable laws or regulations.

TEN COM -- tenants in common
TEN ENT -- as tenants by the entireties
JT TEN -- as joint tenants with right of survivorship
and not as tenants in common
OREGON CUSTODIANS use the following

_____ CUST UL OREG _____ MIN
as custodian for (name of minor)
OR UNIF TRANS MIN ACT
under the Oregon Uniform Transfer to Minors Act

Additional abbreviations may also be used though not in the list above.

#1

SPEAKER SIGN UP CARDS

DATE 11/4/99
NAME PATRICK BROTHERS
ADDRESS P.O. Box 39
Bridal Veil, OR
PHONE 695-2382
SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC R R9
GIVE TO BOARD CLERK

#2

SPEAKER SIGN UP CARDS

DATE 11/4/99
NAME Leroy Smith
ADDRESS 42800 S.E. How Loudon Rd
Corbett 97019
PHONE 695-2545
SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC Fire Dist. 14 Annex. R-9
GIVE TO BOARD CLERK

MEETING DATE: NOV 04 1999
AGENDA NO: R-9
ESTIMATED START TIME: 10:25

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Boundary Change Proposal No. MU-0599

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: November 4, 1999
AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: DES DIVISION: Administration
CONTACT: Larry Nicholas TELEPHONE #: x83355
BLDG/ROOM #: 455/224

PERSON(S) MAKING PRESENTATION: Ken Martin, Local Government Boundary Change Manager

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Boundary Change Proposal No. MU-0599, Annexation to Multnomah County (Corbett)
Rural Fire Protection District #14

11/1/99 copies to Ken Martin,
LARRY NICHOLAS & JEFF LITWAK & LAND USE
PLANNING

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: Larry Nicholas

CLERK OF
COUNTY COMMISSIONERS
99 OCT 27 AM 10:20
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES



METRO

October 19, 1999

Larry Nicholas
1600 SE 190th, Rm. 224
Portland, Oregon 97233

Dear Larry,

Attached is a plain white single sided copy of the staff report and proposed order for MU-0599, an annexation to Multnomah county R.F.P.D. # 14. This needs to go on the November 4th agenda. The draft order has not been specifically approved by Jeff Litwak but it is basically a word for word copy (except for the number) of the first two orders which he did look at. Deb is aware of this proposal but of course will not place it on the agenda until you request so.

If you have any questions please give me a call.

Sincerely,

Ken Martin

cc: Deb Bogstad, Jeff Litwak

99 OCT 21 PM 12:37
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY COMMISSIONERS

TO: Board of County Commissioners

FROM: Dept. of Environmental Services - Local Government Boundary Office

Date: October 19, 1999

RE: Boundary Change Proposal No. MU-0599, Annexation to Multnomah County (Corbett) Rural Fire Protection District # 14

1. Recommend./Action Requested: Approval
2. Background/Analysis: See Attached Staff Report
3. Financial Impact: None
4. Legal Issues: None
5. Controversial Issues: None
6. Link to Current County Policies: The relationship to the Multnomah County Comprehensive Framework Plan is covered in the attached staff report.
7. Citizen Participation: Notice of this hearing invites testimony from any interested party. Notice consisted of: 1) Posting 3 notices in or near the territory and one notice in the County Courthouse 45 days prior to the hearing; 2) Publishing notice twice in the Oregonian newspaper; 3) Mailed notice sent to affected local governments, and all property owners within the area to be annexed.
8. Other Government Participation: None

November 4, 1999 Hearing

PROPOSAL NO. MU-0599 - MULT. CO. R.F.P.D. # 14 - Annexation

Petitioners: Property Owners/Voters - Multiple Owners/Voters

Proposal No. MU-0599 was initiated by a consent petition of the property owners and registered voters. The petition meets the requirement for initiation set forth in ORS 198.855 (3) (double majority annexation law) and ORS 198.750 (section of statute which specifies contents of petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located on the northeast edge of the District along the Columbia River between Sheppard's Dell Park and Dalton Point. The territory contains 465.11 acres, 24 single family units, a church, a post office, a state park, a population of 54 and is valued at \$5,343,484.

REASON FOR ANNEXATION

The petitioners stated the following in their application for annexation:

Residential properties located in the subject area currently have no fire protection. Corbett Fire District # 14 often passes through the subject area to access properties within the District. Additionally, the subject properties are considered part of the greater Corbett community, are included within the area served by the Northeast Multnomah County Community Association, and are part of the Corbett School District. Phone services are provided by Cascade Utilities, the same company that serves Corbett.

Corbett Fire District # 14 currently has a contract to provide emergency medical services to the subject area. The proposed addition will add fire protection and tax revenue to the District.

Because the area is currently not included in the District for fire protection, it is often confusing to dispatchers, 911 operators and district personnel. The addition of the subject area will clarify this by adding all structures of the Corbett/ Bridal Veil area to the fire district.

CRITERIA FOR DECISION-MAKING

Oregon Revised Statute 198 directs the Board to utilize the criteria found in a particular section of the boundary commission statute (ORS 199.462) to decide whether property has been improperly left out of or included within, the proposed change. These criteria can be summarized as:

1. Consideration of local comprehensive planning for the area
2. Consideration of economic, demographic and sociological trends and projections pertinent to the area
3. Consideration of past and prospective physical development of land that would directly or indirectly be affected by the proposed boundary change
4. Consideration of the LCDC Goals

The area to be annexed does not fall within the boundaries of Metro. Therefore the criteria spelled out in Metro Code 3.09 are not applicable here.

LAND USE PLANNING

SITE CHARACTERISTICS

The land slopes northerly toward the River and rises to the south. Land to the south is in the Mt. Hood National Forest.

REGIONAL PLANNING

General Information

This territory is outside of Metro's jurisdictional boundary and outside the regional Urban Growth Boundary (UGB).

COUNTY PLANNING

Multnomah County Comprehensive Plan

The Multnomah County Comprehensive Framework Plan is broken into three main parts - The Framework Plan, The Development Plan and The Operations Plan.

The Framework Plan delineates broad land use classifications and contains policies and strategies. The Development Plan consists of functional plans and community plans. The community plans provide more detailed guidelines for decision-making and generally control if there is conflict between them and the Framework Plan. The Operations Plan is comprised of any documents and processes designed to implement the Framework and Community Plans. This would include the zoning code, capital improvements plans, etc.

Policy 4 of the Plan deals with intergovernmental coordination.

POLICY 4 INTERGOVERNMENTAL COORDINATION

It is the County's policy to participate in intergovernmental coordination efforts with federal, state and local governments and with special service districts. The County will ensure that the responsibility and support for land use planning will be coordinated with adjacent jurisdictions through the adoption of urban planning area agreements which will recognize:

- A. That it is not the County's primary role to provide urban services, and
- B. That the County's comprehensive framework plan and component community plans and implementing ordinances will be the primary plan for unincorporated areas until and during any jurisdictional transition, and
- C. The County has a responsibility to support the planning process for unincorporated areas and,
- D. Establish and participate in a cooperative process to address the future of urban service provision issues.

In addition, it is the County's policy to support:

- 1. Accountability and responsiveness to regional and county-wide needs, and
- 2. The identification and maintenance of the urban growth boundary as adopted by Metro, and
- 3. The delivery of services necessary county-wide and in the areas outside the urban growth boundary, and

* * *

Policy 17 calls for the County to identify communities and develop and maintain community plans. The County has not created a community plan which covers this area.

Policy 38 of the County Comprehensive Framework speaks to facilities.

POLICY 38 FACILITIES

The County's policy is to require a finding prior to approval of a legislative or quasi-judicial action that:

School

- A. The appropriate school district has had an opportunity to review and comment on the proposal.

Fire Protection

- B. There is adequate water pressure and flow for fire fighting purposes; and
- C. The appropriate fire district has had an opportunity to review and comment on the proposal.

Police Protection

- D. The proposal can receive adequate local police protection in accordance with the standards of the jurisdiction providing police protection.

This section sets a policy to be followed when the County is reviewing a land use action such as subdivision review. The section really does not provide any guidance on the issue of rural fire protection district annexations.

There is no County plan designation for this area because the Columbia Gorge National Scenic Area Plan covers the area (see below). County zoning designations for this area include: GSF-40 - Special Management Agriculture, 40 acre minimum lot size; GSPR - Special Management, Public Recreation; GSO - Special Management, Open Space; GGR5 - General Management, Residential, 5 acre minimum lot size.

The applicants note that there are no development plans associated with this request and that in fact there are only three developable single family residential sites within the area to be annexed.

Other Planning

This area is within the Columbia Gorge National Scenic Area. The Columbia Gorge National Scenic Area Plan displaces the County Plan in this area. Multnomah County has adopted and administers zoning for the area (see above).

A Scenic Management Area Goal in the Plan is to, "Protect and enhance forest lands for forest uses." Policy 16 under this Goal states:

- 16. Fire protection siting guidelines and standards for dwellings shall be developed by the county to protect forest resources from wildfires.

Scenic Management Area Guidelines include a listing of uses which are allowed outright and uses which require review. Under "Review Uses" one use is listed as follows:

- J. One dwelling on a parcel of 40 contiguous acres or larger if an approved forest management plan demonstrates that such a dwelling is necessary for and accessory to forest uses. The forest management plan shall demonstrate the following:

...

- (5) The dwelling complies with county dwelling, siting and state/county fire protection guidelines.

Reviewable uses under the Scenic Area Plan also include:

- N. Towers and fire stations for forest fire protection.

FACILITIES AND SERVICES

Fire Service

Facilities and Equipment. The District has three fire stations, one in Corbett towards the east side of the District, one in Springdale near the west side of the District and one in Aims in the southeast part of the District (See Fig. 3).

The closest station to the area to be annexed is the main station in Corbett. This station houses one engine with a 1,000 gallon tank, a 3500 gallon tanker, a rescue rig, a brush rig and a separate vehicle equipped with ropes and other equipment for rescue work in the Gorge.

At Springdale the District has another 1,000 gallon engine and a brush rig. The Aims station houses a third 1,000 gallon engine and a 3300 gallon tanker.

Equipment Note - Rural districts operating outside of existing water systems must rely on hauled water or existing fixed impoundments. Thus their fire engines (which are primarily used for pumping water on a fire in urban areas) have sizable water tanks. Brush rigs are sturdy 4 wheel drive vehicles with a small water tank (200 gallons in these cases), a small pump and hand tools. They are used to get quickly to small fires in hard to get to places, often literally "in the brush."

Personnel - This District is entirely a volunteer operation. The District employs one half-time clerical person. There are currently 46 active volunteers.

Emergency Medical - Within the District response is made to both fire and emergency medical calls. Outside the existing District but within portions of the territory to be annexed, the District responds to emergency medical calls. They do this via a contract with Multnomah County. The area of response is along I-84, Old Columbia River Highway and Larch Mountain Road. Thus District manpower and equipment have been traversing at least some of the area to be annexed already as a result of this contractual obligation. If the area proposed for annexation is annexed the area covered by the contract will simply be reduced by that amount of territory.

Dispatch - The District like all other fire, police and emergency medical agencies in the County is dispatched from the regional 911 center.

ISO Rating - The Insurance Services Office (which is an organization provided by fire insurance carriers) provides universally accepted fire ratings to all fire agencies in the

Country. These ratings are used by the industry in determining fire insurance costs for given areas. The rating is 1 thru 10 with 1 being the best (and virtually unattainable) rating and 10 meaning essentially no service. Factors in the rating include manpower & equipment, water availability, command structure, fire loss history, etc. A portion of the Multnomah County R.F.P.D. # 14 is within the Corbett Water District. Areas within the Water District have a Class 5 rating while those areas in the Fire District but outside the Water District have a Class 8 rating. None of the territory to be annexed is within the Water District.

Other Services - Except for the Corbett Water District other services are provided generally in this area by Multnomah County (planning & zoning, for instance) and the State of Oregon (state police along I-84, for example).

RECOMMENDATION.

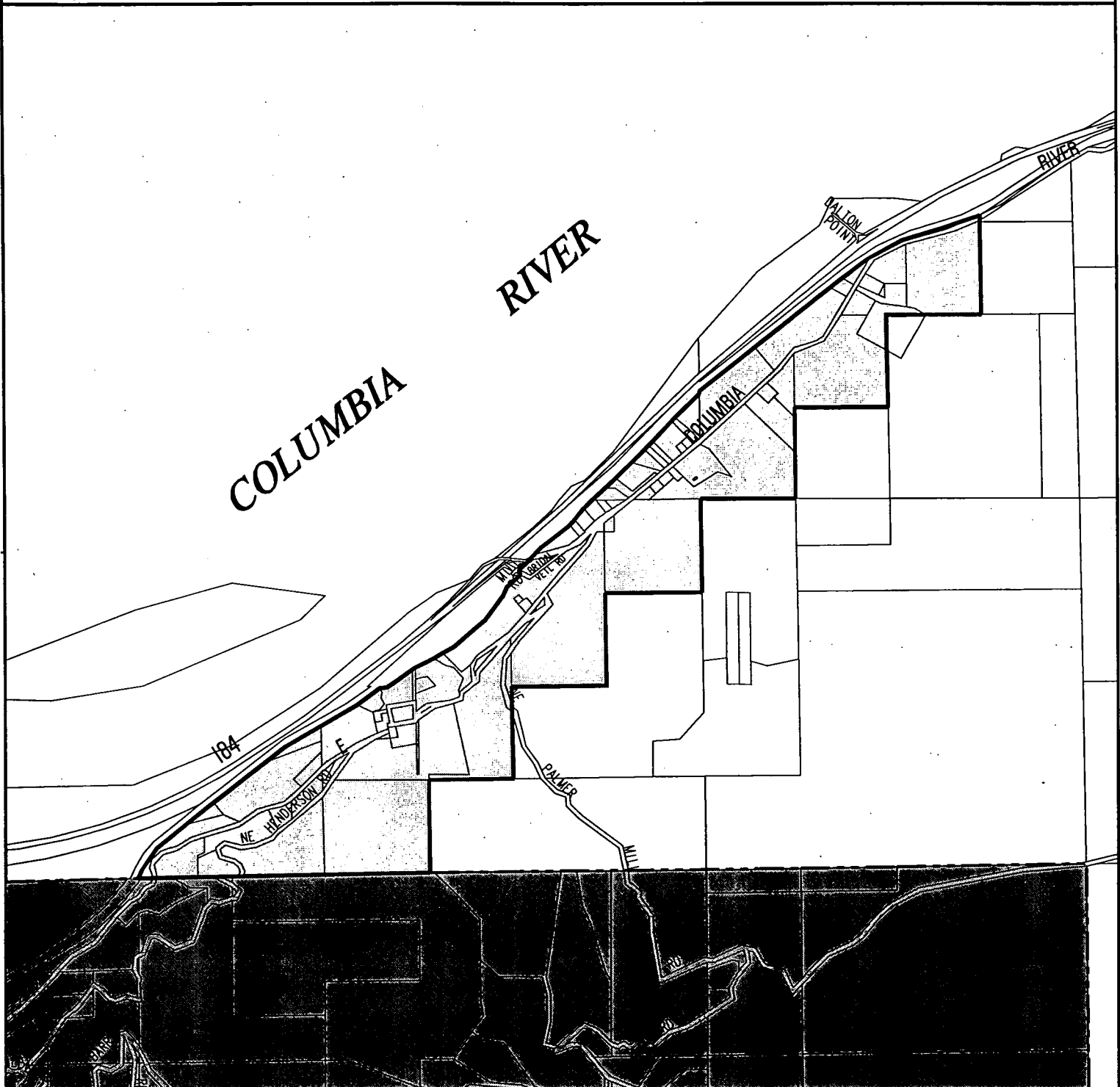
Based on the study and the Proposed Findings and Reasons for Decision attached in Exhibit A, the staff recommends Proposal No. MU-0599 be *approved*.

Proposal No. MU0599

1N5E14, 1N5E15, 1N5E21, 1N5E22

Annexation to Multnomah Co. RFPD #14

Multnomah Co.



REGIONAL LAND INFORMATION SYSTEM



600 NE Grand Ave.
Portland, OR 97232-2736
Voice 503 787-1742
FAX 503 787-1808
Email dro@metro-region.org

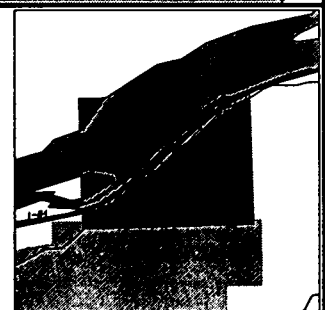
METRO

The information on this map was derived from digital databases on Metro's GIS. Care was taken in the creation of this map. Metro cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

- District boundary
- Annexation boundary
- Area to be annexed





PROPOSAL NO. MU0599
MULTNOMAH CO. RFPD #14
Figure 1

Scale: 1" = 2000'
0 2000 4000



Multnomah Co. RFPD #14

Figure 2
Proposed Annexation

-  Proposed Annexation
-  County lines
-  Multnomah Co. RFPD #14
-  Railroad

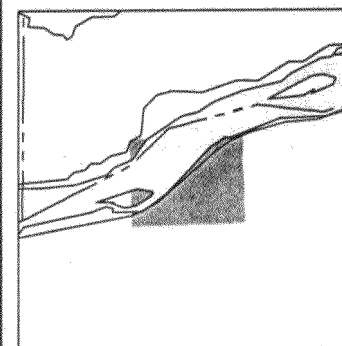
Scale: 1" = 1610'

0 1000 2000

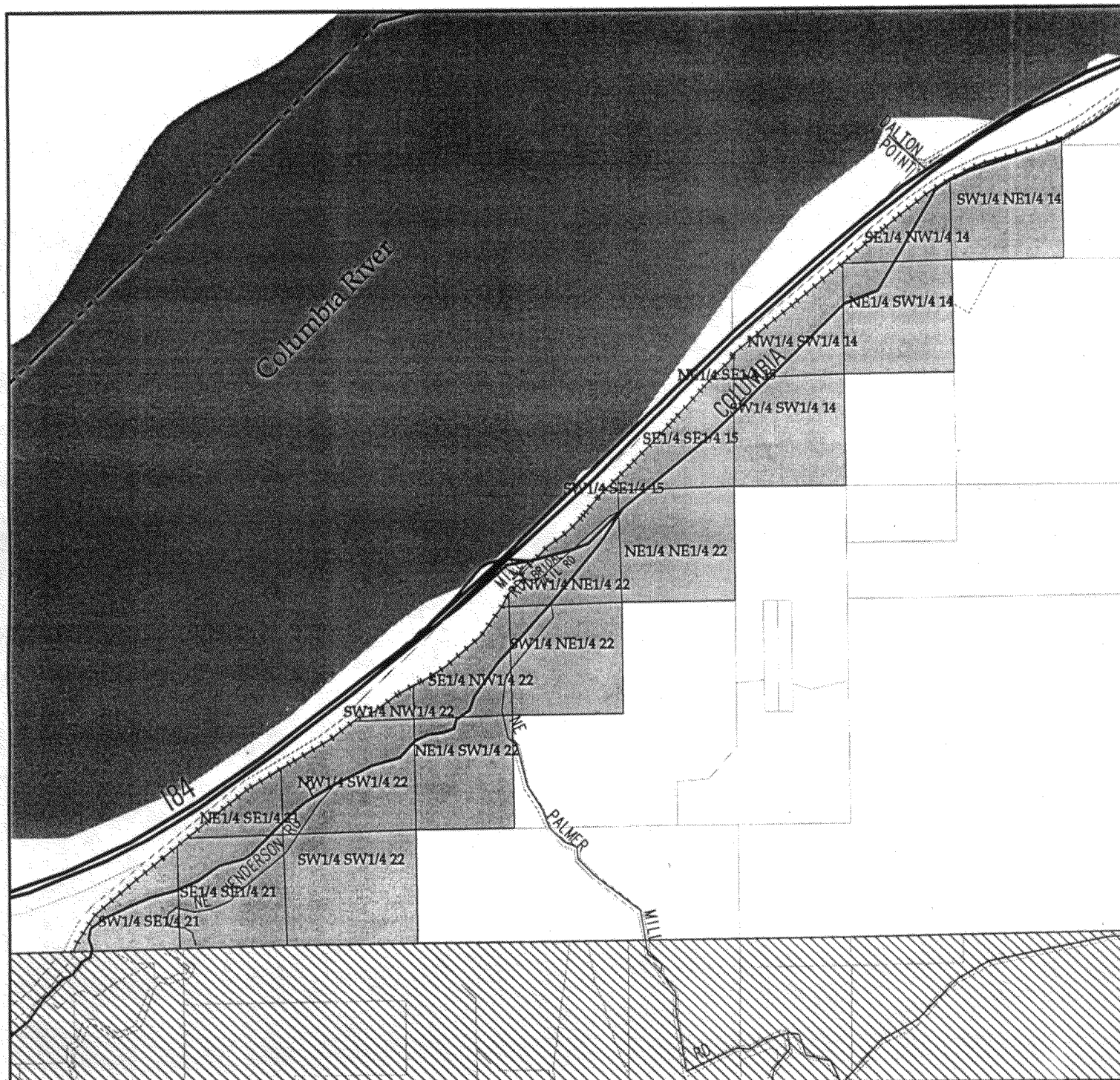


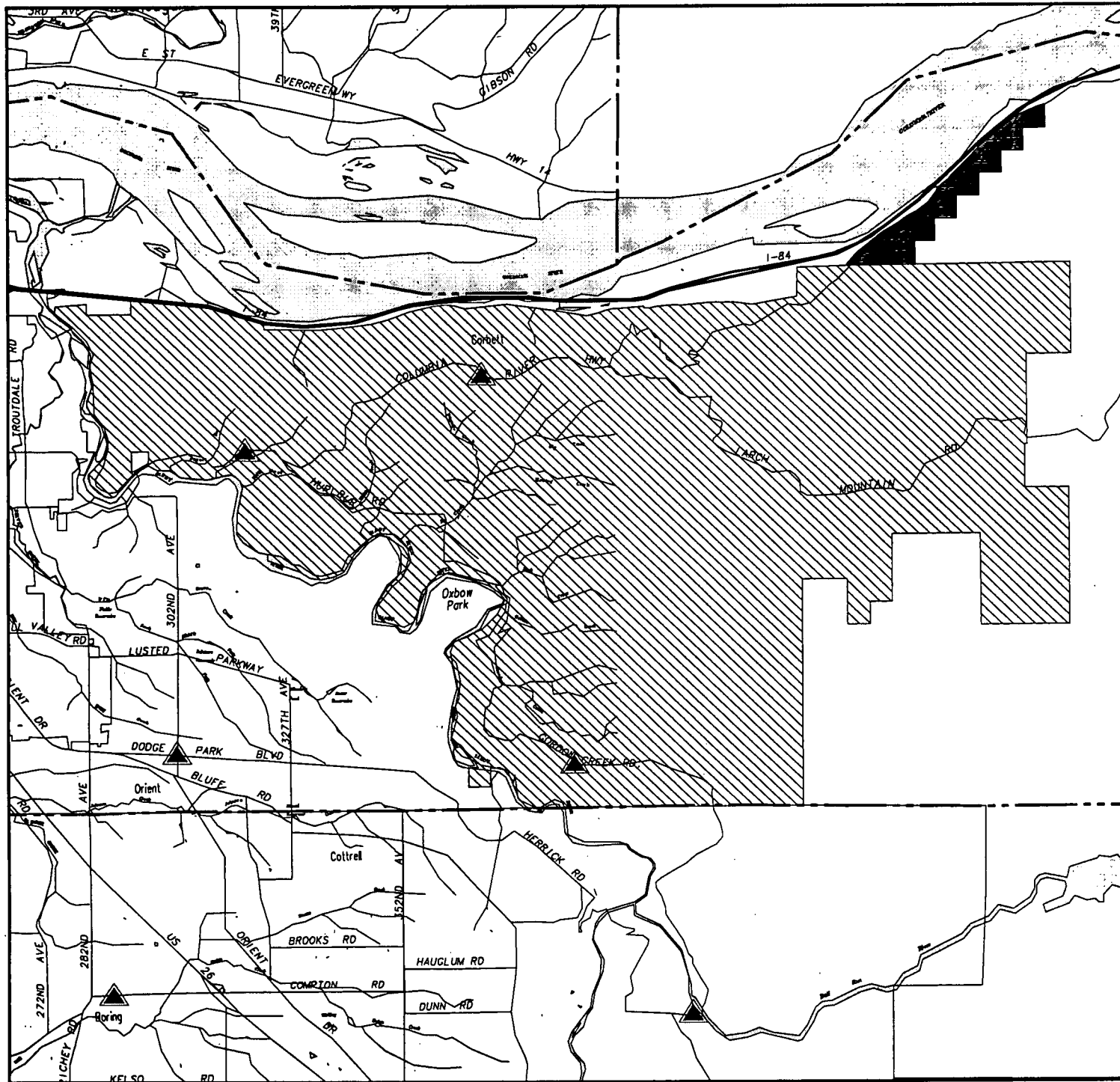
METRO

800 NE Grand Ave.
Portland, OR 97232-2736
Voice 503 787-1742
FAX 503 797-1908
Email dro@metrodot.or.us



Location map





R L I S
REGIONAL LAND INFORMATION SYSTEM

Multnomah Co. RFPD #14

Figure 3

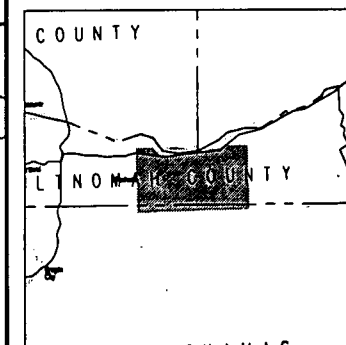
- County lines
- Fire Station
- Multnomah Co. RFPD #14
- Proposed Annexation

Scale: 1" = 1.52 Miles
0 1 2



METRO

600 NE Grand Ave.
Portland, OR 97232-2736
Voice 503 797-1742
FAX 503 797-1909
Email drc@metrodot.or.us



Location map

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 99-216

Approving the annexation of territory to Multnomah County R.F.P.D. # 14.

The Multnomah County Board of Commissioners Finds:

- (a) A request for annexation was received pursuant to procedures set forth in ORS 198.
- (b) A staff report which addressed factors mentioned in ORS 198 was presented to the Board 15 days prior to the hearing.
- (c) A public hearing was held before the Board of County Commissioners on November 4, 1999 to determine whether the boundary change was appropriate as required by ORS 198.

The Multnomah County Board of Commissioners Orders:

- 1. On the basis of the Findings and Conclusions listed in Exhibit "A", Proposal No. MU-0599 is approved.
- 2. The territory described in Exhibit "B" and depicted on the attached map, be annexed to Multnomah County R.F.P.D. # 14.
- 3. The staff is directed to file this document with the required parties.

ADOPTED this 4th day of November, 1999.



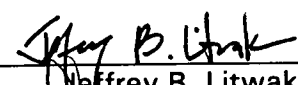
Reviewed:

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

by


Jeffrey B. Litwak
Assistant County Counsel

FINDINGS

Based on the study and the public hearing the Board found:

1. The territory contains 465.11 acres, 24 single family units, a church, a post office, a state park, a population of 54 and is valued at \$5,343,484.
2. The petitioners stated the following in their application for annexation:

Residential properties located in the subject area currently have no fire protection. Corbett Fire District # 14 often passes through the subject area to access properties within the District. Additionally, the subject properties are considered part of the greater Corbett community, are included within the area served by the Northeast Multnomah County Community Association, and are part of the Corbett School District. Phone services are provided by Cascade Utilities, the same company that serves Corbett.

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Because the area is currently not included in the District for fire protection, it is often confusing to dispatchers, 911 operators and district personnel. The addition of the subject area will clarify this by adding all structures of the Corbett/ Bridal Veil area to the fire district.

3. Oregon Revised Statute 198 directs the Board to utilize the criteria found in a particular section of the boundary commission statute (ORS 199.462) to decide whether property has been improperly left out of or included within, the proposed change. These criteria can be summarized as:
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 4. Consideration of the LCDC Goals

The area to be annexed does not fall within the boundaries of Metro. Therefore the criteria spelled out in Metro Code 3.09 are not applicable here.

4. The land slopes northerly toward the River and rises to the south. Land to the south is in the Mt. Hood National Forest.

5. This territory is outside of Metro's jurisdictional boundary and outside the regional Urban Growth Boundary (UGB).
6. The Multnomah County Comprehensive Framework Plan is broken into three main parts - The Framework Plan, The Development Plan and The Operations Plan.

The Framework Plan delineates broad land use classifications and contains policies and strategies. The Development Plan consists of functional plans and community plans. The community plans provide more detailed guidelines for decision-making and generally control if there is conflict between them and the Framework Plan. The Operations Plan is comprised of any documents and processes designed to implement the Framework and Community Plans. This would include the zoning code, capital improvements plans, etc.

Policy 4 of the Plan deals with intergovernmental coordination.

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* * *

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- B. There is adequate water pressure and flow for fire fighting purposes; and
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The applicants note that there are no development plans associated with this request and that in fact there are only three developable single family residential sites within the area to be annexed.

7. This area is within the Columbia Gorge National Scenic Area. The Columbia Gorge National Scenic Area Plan displaces the County Plan in this area. Multnomah County has adopted and administers zoning for the area.

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9. This District is entirely a volunteer operation. The District employs one half-time

clerical person. There are currently 46 active volunteers.

10. Within the District response is made to both fire and emergency medical calls. Outside the existing District but within portions of the territory to be annexed, the District responds to emergency medical calls. They do this via a contract with Multnomah County. The area of response is along I-84, Old Columbia River Highway and Larch Mountain Road. Thus District manpower and equipment have been traversing at least some of the area to be annexed already as a result of this contractual obligation. If the area proposed for annexation is annexed the area covered by the contract will simply be reduced by that amount of territory.
11. The District like all other fire, police and emergency medical agencies in the County is dispatched from the regional 911 center.
12. The Insurance Services Office (which is an organization provided by fire insurance carriers) provides universally accepted fire ratings to all fire agencies in the Country. These ratings are used by the industry in determining fire insurance costs for given areas. The rating is 1 thru 10 with 1 being the best (and virtually unattainable) rating and 10 meaning essentially no service. Factors in the rating include manpower & equipment, water availability, command structure, fire loss history, etc. A portion of the Multnomah County R.F.P.D. # 14 is within the Corbett Water District. Areas within the Water District have a Class 5 rating while those areas in the Fire District but outside the Water District have a Class 8 rating. None of the territory to be annexed is within the Water District.
13. Except for the Corbett Water District other services are provided generally in this area by Multnomah County (planning & zoning, for instance) and the State of Oregon (state police along I-84, for example).

CONCLUSIONS AND REASONS FOR DECISION

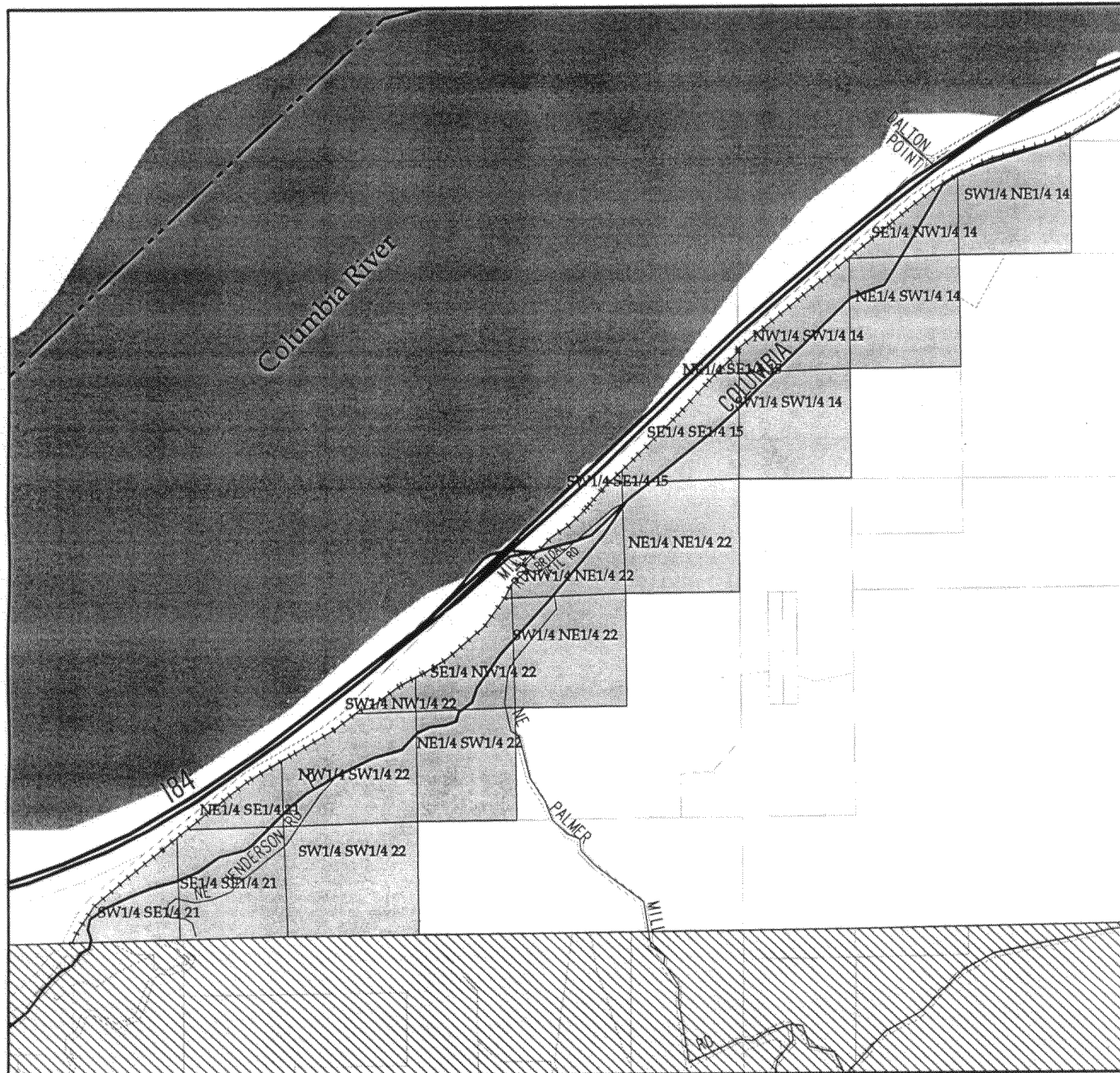
Based on the Findings, the Board determined:

1. ORS 198.805 requires the Board to determine, in accordance with the criteria prescribed in ORS 199.462, whether the area could be benefitted by the annexation. As noted in Finding No. 3 consideration of comprehensive planning for the area is one factor the Board may use in determining benefit. The Comprehensive Plan does call for services to this area to be sufficient to support the allowed uses. Scattered rural residential dwellings and public facilities such as parks and highways are the allowed uses. The District provides adequate service to

similar facilities and uses within its existing boundary and has adequate manpower and equipment to provide this same level of service to the area to be annexed.

The Board may also consider "economic, demographic and sociological trends and projections pertinent to the area" and "past and prospective physical development of the land that would directly be affected by the proposed boundary change" in determining whether the area can be benefitted by the extension of fire service. It is noted that little additional development would be allowed in the area. Thus it will not grow and put additional demand on the District. Emergency medical calls may increase as population and recreation use increase in the area, but the District has already shown in its execution of the contract for EMS service that it is able to serve the area. The fourth criteria laid out in ORS 199.462 is consideration of the LCDC Goals. The Board has already considered the LCDC Goals as part of the process of adopting the Comprehensive Plan for the area.

2. The Board also notes that this proposal was initiated by consent petitions of owners of more than half the land area in the area to be annexed and petitions of more than half the registered voters in the territory. In fact the record shows that owners of 57.1 percent of the land and 67.9 percent of the registered voters signed the petitions. This indicates a strong desire for the service by the area residents and voters. Furthermore the Board of the District supports the annexation and has stated so through its official endorsement of the proposal.
3. ORS 198.805 also says: "In determining the boundaries of the . . . district, the board shall consider the benefit . . . [the proposal] will have in or out of the . . . district." The District now travels within the proposed annexation area in execution of its EMS contract but is not legally obligated to handle fire calls in this area. This potentially can cause confusion and raise false expectations on the part of that area's residents. With annexation the District will be able to answer all calls in the area. This will reduce confusion on the part of area residents.



R L I S

REGIONAL LAND INFORMATION SYSTEM

Multnomah Co. RFPD #14

Figure 2
Proposed Annexation

Proposed Annexation

County lines

Multnomah Co. RFPD #14

Railroad

Scale: 1" = 1610'

0 1000 2000

METRO

800 NE Grand Ave.
Portland, OR 97232-2736
Voice 503 787-1742
FAX 503 787-1908
Email dro@metrodot.or.us

Location map

EXHIBIT B

Proposal No. MU-0599

The property to be annexed is described as follows:

Those portions of Sections 21, 22, 14, & 15 of Township 1 North, Range 5 East of the Willamette Meridian, in the County of Multnomah and the State of Oregon, described as follows:

Beginning at a point at the SW corner of the SE quarter of Sec 21 and the Southeasterly R/W line of the O.-W. R. & N. Co. (Railroad); then E 4127 feet, more or less, to the SE corner of the SW quarter of the SW quarter of Sec 22; then N 1320 feet to the NE corner of the SW quarter of the SW quarter of Sec 22; then E 1320 feet to the SE corner of the NE quarter of the SW quarter of Sec 22; then N 1320 feet to the NE corner of the NE quarter of the SW quarter of Sec 22; then E 1320 feet to the SE corner of the SW quarter of the NE quarter of Sec 22; then N 1320 feet to the NE corner of the SW quarter of the NE quarter of Sec 22; then E 1320 feet to the SE corner of the NE quarter of the NE quarter of Sec 22, a point on the West line of Sec 23; then N 1320 feet to the NE corner of Sec 22, then E 1320 feet to the SE corner of the SW quarter of the SW quarter of Sec 14; then N 1320 feet to NE corner of the SW quarter of the SW quarter of Sec 14; then E 1320 feet to the SE corner of the NE quarter of the SW quarter of Sec 14; then N 1320 feet to the NE corner of the SW quarter of Sec 14; then E 1320 feet to the SE corner of the SW quarter of the NE quarter of Sec 14, then N 1320 feet to the NE corner of the SW quarter of the NE quarter of Sec 14; then N 20 feet, more or less, to the intersection of the Southeasterly R/W line of the O.-W. R. & N. Co.; then Westerly, following the Southeasterly line of said R/W to the point of beginning. (Note: some sections in this area are disproportional in size).

RECEIVED

99 SEP 23 PM 3:25

VICKI K. ERVIN
DIRECTOR OF ELECTIONS

MEETING DATE: NOV 04 1999

AGENDA NO: R-10

ESTIMATED START TIME: 10:40

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution to set hearing date prior to surrendering jurisdiction of county road SW 49th Avenue (Kerr Parkway, County Road No. 1391) to the City of Lake Oswego.

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: November 4, 1999

AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: John Dorst TELEPHONE #: 83599

BLDG/ROOM #: 455/Yeon

PERSON(S) MAKING PRESENTATION: John Dorst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution setting public hearing for surrendering jurisdiction of SW 49th Avenue (Kerr Parkway, County Road No. 1391) to the City of Lake Oswego.

11/9/99 copies to John Dorst & Carmen
Kramer

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: Larry E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

99 OCT 25 PM 4:33
CLERK OF COUNTY
CLERK OF COUNTY
CLERK OF COUNTY




MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1600 SE 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

FROM:  Larry F. Nicholas, P. E., Director, Department of Environmental Services
John Dorst, Engineering Services Administrator

TODAY'S DATE: October 20, 1999

REQUESTED PLACEMENT DATE: November 4, 1999

RE: Resolution setting December 9, 1999, as the date of public hearing for surrendering jurisdiction of SW 49th Avenue (Kerr Parkway, County Road No. 1391) to the City of Lake Oswego, and further directing the County Engineer to cause Notice of Hearing to be posted in three public places in the county.

I. Recommendation/Action Requested:

It is requested that the Board of County Commissioners approve the date of the public hearing. The public hearing is to determine if surrendering jurisdiction of SW 49th Avenue (Kerr Parkway, County Road No. 1391) to the City of Lake Oswego is necessary, expedient or for the best interest of the County as required by ORS 373.270.

II. Background/Analysis:

A request was made by the City of Lake Oswego to surrender jurisdiction of county road SW 49th Avenue (Kerr Parkway, County Road No. 1391) to the City. The City could provide more cost-effective maintenance since the road is connected to the City's service area and the location of the road with respect to the rest of the County's road responsibilities is relatively isolated.

III. Financial Impact:

No monies are being transferred, either now or in the future, as part of this road surrender.

IV. Legal Issues:

The surrender of jurisdiction is in accordance with ORS 373.270.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

This is consistent with the transfer of urban services from county to the responsible cities.

VII. Citizen Participation:

Public hearing is scheduled for December 9, 1999 to offer testimony prior to offering to surrender jurisdiction to the City of Lake Oswego.

VIII. Other Government Participation:

The City of Lake Oswego has requested this surrender of jurisdiction.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-219

SETTING A HEARING DATE IN THE MATTER OF SURRENDERING JURISDICTION OF SW 49TH AVENUE (KERR PARKWAY, COUNTY ROAD NO. 1391) TO THE CITY OF LAKE OSWEGO.

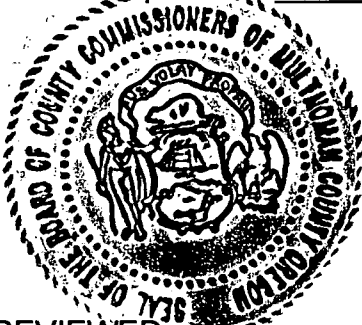
The Multnomah County Board of Commissioners finds:

- a. The City of Lake Oswego has requested the County to surrender jurisdiction of all the remaining portion of SW 49th Avenue (Kerr Parkway, County Road No. 1391) to the City.
- b. ORS 373.270 grants authority to the County to surrender jurisdiction of county roads lying within the corporate limits of any city, and that portion of SW 49th Avenue (Kerr Parkway, County Road No. 1391) discussed herein is contained within the City of Lake Oswego.

The Multnomah County Board of Commissioners resolves:

1. That this matter be set for a hearing on the 9th day of December, 1999, at 9:30 a.m. before the Multnomah County Board of Commissioners, Multnomah County Courthouse, Boardroom 602, 1021 SW Forth Avenue, Portland.
2. That the County Engineer, or his designated representative, is hereby directed to give due and legal notice of hearing by posting a Notice of Hearing in three public places in the County, one of which shall be within the limits of the City of Lake Oswego, in accordance with the provisions of ORS 373.270.

Adopted this 4th day of November, 1999.

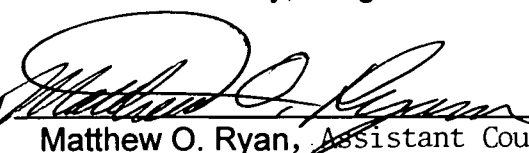


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
for Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

MEETING DATE: NOV 04 1999
AGENDA NO: R-11
ESTIMATED START TIME: 10:45

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Portland-Astoria (US 30) Corridor Plan

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____
REGULAR MEETING: DATE REQUESTED: November 4, 1999
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation
CONTACT: Karen Schilling TELEPHONE 248-5050 x29635
BLDG/ROOM # 455/Yeon Annex

PERSON(S) MAKING PRESENTATION: Karen Schilling

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution supporting the Portland-Astoria (US 30) Corridor Plan.

*11/8/99 copies to Karen Schilling &
Beverly Stein*

CLERK OF COUNTY COMMISSION
99 OCT 23 PM 4:42
MULTI-COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: *Lois E. Nicholas*

JS ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1600 SE 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
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LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Larry F. Nicholas, DES Director
Karen Schilling, Transportation Planning Administrator 

TODAY'S DATE: October 19, 1999

REQUESTED PLACEMENT DATE: November 4, 1999

RE: Resolution supporting the Portland-Astoria (US 30) Corridor Plan

I. Recommendation/Action Requested:

Approval of a resolution supporting the Portland-Astoria (US 30) Corridor Plan.

II. Background/Analysis:

The Oregon Department of Transportation (ODOT) has been working with local and regional governments, state and federal agencies and the public to prepare a long-range comprehensive plan for the US 30 Corridor Plan. The primary goal of this Plan is to manage growth in travel in the Corridor, while making wise use of scarce resources to fund needed improvements.

The Plan defines how all modes of transportation will be managed in both the short and long term. Prioritized improvements identified in the Plan provide the basis for updating the statewide transportation Improvement Program (STIP), which in turn is the basis for distributing the State's limited transportation resources.

Multnomah County has been a partner in the development of the Corridor Plan by participating on the Steering Committee with other local governments in the corridor. The County's interest has been primarily with County roads that intersect US 30 such as Cornelius Pass Road and the Sauvie Island Bridge. The US 30 Corridor Plan is consistent with Multnomah County's Westside Transportation System Plan, adopted in July 1998.

III. Financial Impact:

There is no financial impact.

IV. Legal Issues:

There are no legal issues.

V. Controversial Issues:

There are no controversial issues.

VI. Link to Current County Policies:

Policy 34: Trafficways (Multnomah County's Comprehensive Framework Plan)

The County's policy is to develop a safe and efficient trafficway system using the existing road network and by:

Developing additional transportation facilities to meet community and regional transportation needs; and

Encouraging ride-share programs to help meet the projected increase in travel demand.

VII. Citizen Participation:

A number of public meetings provided opportunities for citizen participation.

VIII. Other Government Participation:

Cities, counties, ODOT and other agencies with jurisdiction within the corridor participated in monthly steering committee meetings during the development of the Plan.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-220

Supporting the Portland-Astoria US 30 Corridor Plan by the Multnomah County Board of Commissioners.

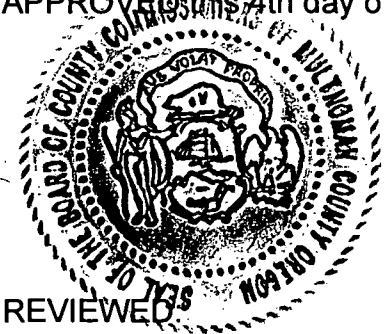
The Multnomah County Board of Commissioners finds:

- a. The State of Oregon, acting by and through its Oregon Transportation Commission (OTC), has submitted to Multnomah County the Portland-Astoria (US 30) Corridor Plan for a resolution of support.
- b. The US 30 Corridor Plan has been developed collaboratively with representatives of the cities, counties and other governments within the corridor, federal and state agencies with jurisdiction in the corridor, and in consultation with key stakeholders and the public in the corridor.
- c. The US 30 Corridor Plan establishes management direction for the operation, preservation and enhancement of all transportation modes and facilities within the Portland-Astoria Corridor.
- d. The Corridor Plan will guide development of local and regional Transportation System Plans for the corridor and refinement plans for specific areas and issues in the corridor.

The Multnomah County Board of Commissioners resolves:

1. To support the Portland-Astoria (US 30) Corridor Plan, and urges its adoption by the OTC.

APPROVED this 4th day of November 1999.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 

Matthew O. Ryan, Assistant County Counsel

KSRJ2892.DOC (L0084)

Portland – Astoria (US 30) Corridor Plan

Corridor Steering Committee Members

City of Astoria
City of Columbia City
City of St. Helens
City of Prescott
City of Rainier
City of Clatskanie
City of Scappoose
City of Portland
City of Warrenton
Clatsop County
Columbia County
Multnomah County
Port of Astoria
Port of St. Helens
Port of Portland
Metro
Tri-Met
OR. Dept. of
Transportation
WA Dept. of
Transportation
OR Dept. of Land
Conservation and
Development
Cowlitz/Wahkiakum RTPO
Cowlitz/Wahkiakum COG
Cowlitz EDC

Staff Report

September 1999

Oregon Department of Transportation

Prepared by: *ODOT Region 1&2*

David Evans & Associates

Cogan Owens Cogan

I. INTRODUCTION

This Staff Report provides a general overview of the Corridor Plan and solutions identified through the planning process. *No STAs or UBAs have been designated to date. As part of the review of the final plan, eligible jurisdictions are being consulted with regarding the appropriateness and desirability of applying STA or UBA designations to portions of US 30.* Identification and prioritization of solutions by a Corridor Steering Committee (CSC) was a key step in the planning process. These solutions include service improvements; maintenance, operations and management actions; modernization projects; and refinement planning needs. Proposed modernization projects include four passing/climbing lanes in the rural area between Columbia City and Astoria and a new truck route in the Astoria area.

A. Corridor Plan Purpose

The Portland–Astoria (US30) Corridor Plan is the product of a cooperative effort between the Oregon Department of Transportation (ODOT), local and regional governments, interest groups, statewide agency and stakeholder committees, and the general public to develop a long-term program for management of and improvements to the Portland–Astoria (US30) Corridor.

The purpose of the Corridor Plan is to establish both short and long-term management direction for all modes of transportation in the corridor and to make major transportation tradeoff decisions. Management objectives address the Corridor as a whole, as well as specific sites and transportation improvements. The Corridor Plan also identifies priorities and timing for the various actions and responsible public agencies and other service providers.

The Portland–Astoria (US30) Corridor Plan is a long-range (20-year) program for managing transportation systems that move people, goods and services within a specific transportation corridor. While many modes of transportation and transportation facilities are not owned or operated by the state (e.g., railroads, transit systems, port facilities), the state has a special interest in their performance given their interaction with ODOT facilities and collective significance to the statewide transportation system.

Benefits of long-term planning for the Portland–Astoria (US 30) Corridor include:

Resolution of Major Planning Issues Prior to the Initiation of Project Development. Consensus among local, regional, and state governments regarding project purpose and needs is essential to successful project development. Corridor planning provides a framework within which individual projects located in corridor communities can be reviewed and prioritized.

Protection of Transportation Investments. To prevent premature obsolescence of highways and other facilities, corridor planning examines alternate means to accommodate transportation needs with and without capital-intensive improvements. Alternatives such as access management, utilization of parallel local streets, reconfigured land use patterns and demand management programs (i.e., rideshare, public transportation, flex-time, etc.) are considered in lieu of or in addition to major capital improvements.

Partnerships with Diverse Public and Private Agencies and Organizations. Corridor planning provides a forum for resolution of policy issues and negotiation of strategic partnerships between organizations striving to fulfill complementary missions with limited resources. Examples include local, state and federal agencies, Native American tribes, and transportation associations.

The Portland–Astoria Corridor Plan builds on the strategies and policies found in the Oregon Transportation Plan (OTP), the Oregon Highway Plan (OHP) and other modal plans. It has also been closely coordinated with the development of local transportation system plans (TSPs) and Regional Transportation Plans (RTPs) for the Portland and Longview/Kelso/Rainier metropolitan planning organizations (MPOs). Through this local and regional transportation system planning, future refinement planning, periodic review, and local plan amendments, ODOT and the local and regional governments in the Corridor are cooperatively working together to ensure that city and county comprehensive plans and zoning ordinances achieve Corridor Plan management objectives. The Oregon Transportation Commission (OTC) will adopt the Corridor Plan as an element of the OTP.

B. Corridor Plan Development

This Corridor Plan has been developed with the active involvement of local and regional governments in the corridor, interest groups, statewide agency and stakeholder committees and the general public. Public comment has been received throughout the planning process through newsletter survey responses, open houses, letters and phone calls and has been incorporated into development of the Corridor Plan. A Corridor Steering Committee (CSC) is the primary author of the Corridor Plan. The CSC (see acknowledgements page for listing of members) will remain active for future revisions to the Corridor Plan as necessary.

Key steps in development of the Corridor Plan included:

- Identification of community and stakeholder issues, concerns and ideas about transportation modes in the Corridor. A random survey of Corridor users was conducted in spring 1993, prior to initiation of the planning process. Issues and needs to be addressed in the Corridor Plan were identified by residents and other interested parties through a newsletter survey mailed in September 1994.
- A newsletter was distributed in January 1995 and open houses were also conducted in January-February 1995 to provide information on the planning process and to solicit input on issues, needed improvements to the transportation system, and priorities to be addressed in the Corridor Plan.
- Research and analysis of existing conditions and future opportunities and constraints.
- Development of an Interim Corridor Strategy that established overall objectives for how all modes would be managed in the Corridor. An August 1995 newsletter and questionnaire solicited public input on key objectives from the recommended Interim Corridor Strategy.
- Endorsement of the Interim Corridor Strategy by local governments in the Corridor and by the Oregon Transportation Commission in January 1996.
- Analyses, or refinement studies, in a number of areas identified by the CSC as needing further study before implementation strategies could be identified and prioritized. ODOT undertook analysis of the potential for vanpool transit services and the need for bicycle and pedestrian system improvements, passing and climbing lanes, and intersection safety and capacity improvements within the Corridor.
- Development by local governments of Transportation System Plans (TSPs) and by regional governments of the Regional Transportation Plan. Each city and county within the Corridor has developed or is developing a plan for the transportation system within its boundaries.
- Identification of specific strategies and improvement projects to implement the Interim Corridor Strategy Objectives and prioritization of improvement projects based upon scenarios of anticipated available funding.

- Newsletters distributed regionwide in June 1998 to over 2,000 individuals, agencies and organizations summarizing key management strategies, and in September, 1998, announcing September and October open houses conducted in conjunction with the draft Oregon Highway Plan.
- Incorporation of these various elements into a draft Corridor Plan.
- Following public and agency review, endorsement of the Corridor Plan by local governments and adoption by the Oregon Transportation Commission.

Refinement planning will follow Plan adoption to address special issues. These refinement plans will then be folded into the Corridor Plan. An example of a refinement plan would be determining the best of several possible improvement alternatives for the intersection of Old Rainier Road and Apiary Road, or researching alternative locations for an intermodal transportation center in Astoria.

C. Revision and Amendment Process

Implementation of the Portland-Astoria (US 30) Corridor Plan will occur over many years. During that time, it will be necessary to update and revise the Plan to reflect changing conditions and policy direction or to better achieve Plan objectives. Corridor Plan Objectives call for maintaining a Corridor-wide advisory group to assist ODOT in periodically prioritizing management solutions, reviewing local government transportation system plans for conformance with the Corridor Plan, and assisting in updating the Corridor Plan as needed. Refinement planning will also occur to address outstanding environmental land use or other issues. Agency and public input will be solicited during refinement planning and Corridor Plan updates.

II. CORRIDOR OVERVIEW

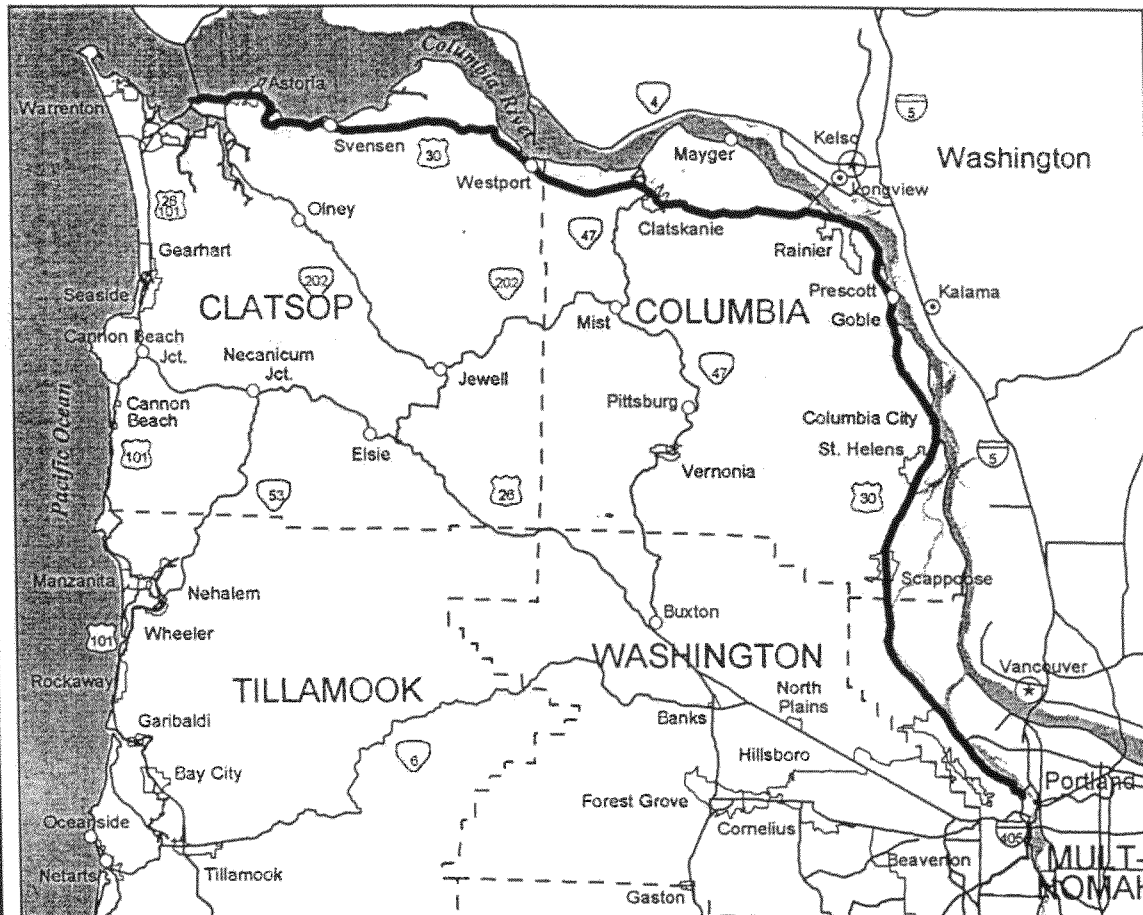
A. Role/Functions

The Portland-Astoria Corridor (Figure 1) is a major route connecting the Portland metropolitan area with the northern Oregon and southern Washington coasts and providing access to communities along the lower Columbia River. It is an important recreational, commuter and commercial traffic Corridor and one of the most multi-modal corridors in the state, with active truck freight, rail, air, and water transport services. Often referred to as the Lower Columbia River Corridor, it extends from the intersection with I-405 in Portland to the intersection with US 101 in Astoria.

In the eastern portion (Portland-Rainier) of the Corridor, use of all transportation modes is increasing and expected to continue to increase over the life (15-20 years) of the Corridor Plan. In this portion, the Corridor has the following primary functions:

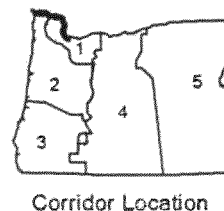
- Both an inter-city and intra-city commuter route;
- Access to major employment centers, including the Portland and Rainier/Longview (Washington) metropolitan areas;
- Major regional freight movement; and
- Connections to I-5 (via Longview, Washington).

Figure 1: General Corridor Area
Existing Conditions



Legend:

- Interstate Highway
- US Highway
- State Highway
- Portland - Astoria (US 30) Corridor
- Urban Growth Boundaries
- Locales
- Washington State Locations**
 - County Seat
 - Incorporated City



Within its western portion (Rainier to Astoria), the Corridor is noted for the following:

- Linkage to the north Oregon coast;
- Tourism and access to recreation opportunities;
- Rural scenic qualities;
- Natural resource amenities, particularly forest lands, and scenic viewpoints, and wildlife sanctuaries and habitats associated with the Columbia River; and
- Freight movement for forest products and other goods.

Although the Portland-Astoria Corridor has multiple transportation modes, it is dominated by automobile and truck use on US 30. The function of US 30 varies in different sections, somewhat similar to the Corridor as a whole, but its proximity to other highways is also important, as seen in the following descriptions:

- Near Portland, a high amount of commuter and commercial traffic uses US 30 to access downtown Portland, the interstate highway system, and the industrial area in northwest Portland. Between St. Helens and downtown Portland, US 30 is an important commuter route.
- West of St. Helens, US 30 assumes more of a rural roadway function, serving trips from outlying areas to the towns and cities in this section, as well as recreational and commercial through-traffic. This section also serves substantial truck traffic due to several lumber mills along the route.
- Between Rainier and Portland, US 30 competes with I-5 in Washington as a travel corridor, with the connection between these highways through Longview, Washington via the Lewis and Clark Bridge over the Columbia River at Rainier. While US 30 is an attractive route between Portland and the coast, I-5 provides a faster alternative route between Portland and Rainier.
- West of Rainier, US 30 is a quicker route than State Route 4 in Washington (which parallels U.S. 30 on the north side of the Columbia River) for destination-oriented travelers to the northern Oregon Coast and Washington's Long Beach peninsula because of better alignment. However, SR 4 may offer a more scenic route.

B. Assumptions

This Corridor Plan makes a number of assumptions regarding other planning efforts and other aspects of the transportation system. These assumptions, which are not repeated as issues or Objectives, include:

Other Planning Processes

- Issues related to US 101 have previously been addressed in the Coastal Highway (US 101) Corridor Plan and are further refined in the Highway 101 Scenic Byway study.
- Corridor plans for other state highways intersecting with US 30, e.g. Highway 47, will be prepared at a future time, although the functioning of these intersections are addressed in this Corridor Plan.

Land Uses and Growth

- Regional (as opposed to corridor-specific) transportation system issues and needs are being addressed in the Regional Transportation Plans (RTPs) for the Portland and Longview/Kelso/Rainier metropolitan planning areas.
- Assumptions regarding use of the portion of the Corridor within the Metro urban growth boundary are based upon Metro's Region 2040 Growth Concept and include:
 - Limited urban growth boundary (UGB) expansion;
 - A Green Corridor along US 30 from the Metro UGB to the Multnomah County boundary; and,
 - Significant growth in local intra-city trips.

- The rural portions of the Corridor are assumed to continue in resource uses, e.g. agriculture and forestry, with growth generally confined to urban reserves within the Portland metro area, acknowledged exception areas and existing rural community centers.
- Population and employment growth will occur primarily in incorporated communities along US 30, particularly those closest to the Metro area.

Highway Use

All uses of US 30 will increase during the 20-year planning period.

Funding Constraints

Current funding constraints are not assumed for purposes of identifying strategies and long-term improvement projects. The purpose of the Corridor Plan is to establish objectives and priorities for long-term management of and improvements to transportation facilities within the Corridor, irrespective of current funding limitations. The ability to implement these objectives and priorities will be dependent upon future available funding.

III. MANAGEMENT DIRECTION

Management solutions, or direction, for all transportation modes in the Corridor, as well as for several functional topics, are the "heart" of the Corridor Plan. Proposed management solutions define the projects, management strategies, or other actions that will be taken to implement the Corridor Plan. As part of the development of the implementation program, issues, opportunities, constraints and Corridor Strategy Objectives were identified and responsibilities for implementation or further analysis needed for implementation were assigned. This resulted in ODOT being identified as principal implementers of a large number of implementing actions, but with cities, counties, port districts, transit districts and the private sector responsible for implementing other solutions.

A. Key Management Direction

The Corridor Plan includes a series of objectives, strategies and projects to enhance the Corridor's ability to serve commuter, recreational, and freight travel between Portland and Astoria. Consistent with OTP objectives to promote a balanced multi-modal transportation system, the Corridor Plan promotes transportation demand management (TDM) and system management (TSM) strategies as the first course in addressing future needs, especially within the urban portions of the Corridor. These TDM and TSM strategies include the development of support facilities for transit and other non-motorized modes, as well as promoting increased railroad use and shipping as effective means of transporting goods.

Another overall theme is cost-efficiency. With limited capital improvement and maintenance dollars available, ODOT must stretch its revenues as far as possible. This is accomplished in the Corridor by combining projects for a single mode into multi-modal projects where possible. For example, combining bicycle shoulder improvement projects with highway widening and passing lane projects benefits bicycles, pedestrians, and the movement of truck freight, as well as autos. This allows the implementation of bicycle projects that would not be cost-effective as stand-alone projects. To the greatest extent possible, projects identified that improve transportation balance in the Corridor are pursued through maintenance, operations, management, and service projects that minimize capital expense.

Other key management direction includes:

- **Relieve congestion.** This is addressed by improvements in urban areas pursuant to their TSPs, intersection improvements in both urban and rural areas, and by construction of limited improvements, e.g. climbing and passing lanes, in the rural areas. These approaches are appropriate given existing and proposed traffic volumes and environmental sensitivity.
- **Support use of alternative modes of transportation.** Transit, bicycle and pedestrian modes play a major role in the urban areas, while in the rural areas these modes have a limited role. Transit can make a significant difference in the demand for highways in the urban areas. The Corridor Plan supports opportunities to increase transit service outside urban areas as market demand warrants.
- **Access management.** Managing the locations of driveways and distance between intersecting streets is the key to preserving the capacity of the statewide highway and local arterials. In the urban areas, access management can provide for opportunities to enter, exit, or cross the highway for vehicles, pedestrians and bicycles, consistent with local comprehensive plans and TSPs. In rural areas, access management consists of managing at-grade intersections with the state highway.
- **Economic development.** A principal objective of the Corridor Plan is to ensure the efficient shipment of local products to processing centers within and outside the region. This is accomplished by maintaining capacity and managing demand on the highway system, encouraging the use of rail and waterborne modes, and promoting intermodal transfer facilities. US 30 provides access to recreational and tourist destinations that fuel the local economy. In the rural areas, passing and climbing lanes maintain travel times to assure that access is preserved.
- **Develop transportation facilities appropriate to the surrounding environment.** Modernization and capacity-related improvements in the urban areas can be acceptable when they support the character of the area and address local and regional travel needs. Modernization improvements in the rural portions of the Corridor may also be appropriate, but the high costs and potential for major environmental impacts should be carefully weighed against potential benefits to motorists. **Reconstruct to Standard** projects were generated by ODOT through a needs analysis that looked at upgrading substandard portions of US 30 to the minimum state highway standards. This analysis does not take into account the presence of natural and cultural resources nor land ownerships. Consequently, the Corridor Plan does not recommend these projects in recognition of their enormous expense and environmental impacts.
- **Land use coordination.** In all areas of the Corridor, the Plan supports and strengthens the connection between land use and transportation facilities and programs. At the Portland urban area fringe, Metro's *Green Corridor* policy establishes policies for development adjacent to the urban growth boundary, including the area between the UGB and the Multnomah County boundary. The Corridor Plan is careful in all instances to support applicable land use laws and policy in the Corridor. Pursuant to the 1999 OHP, ODOT is currently reviewing with several Corridor jurisdictions the appropriateness of designating portions of US 30 as either Special Transportation Areas (STAs) or Urban Business Areas (UBAs). Expressway designation is being investigated for the first 1-2 miles of US 30 west from its intersection with I-405 and for the Astoria Truck Route.

B. Management Direction by Corridor Segment

Given the broad range of topics covered by the Corridor Plan and the variation in needs among the various transportation modes, there are no "one size fits all" solutions to transportation needs in the

Corridor. Consequently, the discussion of overall management direction is broken into four sections that define the character of the Corridor: Urban Areas, Urban Fringe, Rural Areas, and Rural Community Centers.

Urban Areas

Urban areas of the Corridor include the portion within the Metro UGB from the junction of US 30 with I-405 to the west city limits of Portland and the city limits of Scappoose, St. Helens, Columbia City, Prescott, Rainier, Clatskanie and Astoria. Inside the Portland and Longview/Kelso/Rainier metro boundaries, several local governments have jurisdiction over transportation and land use issues, but management direction is set primarily by the RTPs. RTP policies reinforce the balance of auto travel with transit, ridesharing, demand management, and other alternatives. While adapted to local conditions, the TSPs of the other cities in the Corridor have similar approaches to the transportation network and seek similar types of solutions, where appropriate. Key management solutions for the urban portions of the Corridor include:

- **Transportation modal balance is maintained and improved.** Corridor Plan objectives seek to strengthen the role of transit, pedestrian and bicycle modes, as well as transportation demand management, carpooling and vanpooling. The Portland Metro portion of the Corridor has a more balanced transportation network compared to the other cities, with regular transit service, and rail, water, and truck freight systems in place. Within other urban areas, the areas to be served are much smaller, and fixed-route transit is often not appropriate. However, other multi-modal solutions are explored, such as improving the local street, pedestrian, and bicycle networks. The *US 30 Transit Feasibility Study* concluded that vanpool service between St. Helens and Portland could be more cost efficient than a fixed-route commuter bus service, as demand is high but diffused in terms of destination and time of travel, and would not be sufficient to support fixed-route service. The study recommended a regional vanpool program to serve the Corridor.
- **Transit, TDM, and TSM measures are the highest priorities to provide greater capacity.** Capacity expansion is the lowest priority to address transportation demand. In accordance with regional policy, if transit, TSM or TDM measures do not meet capacity needs on existing facilities, then and only then will capacity expansion be considered. The Corridor Plan recommends system improvements that will accommodate the level of growth expected in the Portland-Astoria Corridor, as well as improvements to local street networks to reduce local trips on US 30.
- **An interconnected grid of local streets is planned to ensure direct, convenient circulation within the urban area, to minimize out of direction travel, and to provide alternatives to the state highway system for travel.** The existing grid systems within the urban areas will be enhanced over time to improve local circulation and access, and to provide alternatives to using US 30 for local trips.
- **Transportation infrastructure supports land use plans in the urban areas.** Implementation actions called for by the Plan are in compliance with local and regional comprehensive plans, which in turn implement local and regional transportation policy.
- **Transportation investments support efficient rail and truck freight movements.** Planned facility improvements and services support growth and economic development in the urban areas. High priority is given to projects that promote efficient freight access to industrial and commercial sites.

Urban Fringe

The urban fringe is defined as that area immediately outside the Portland metropolitan UGB. This area has a unique set of issues. The area is rural in character but close enough to the urban area to access services and employment. Rural zoning is in place, yet there is pressure from increasing residential use of these lands. Long distance exurban commuting increases vehicle miles traveled and runs counter to the provisions of the *Statewide Transportation Planning Rule*. In this area, TDM measures and alternative modes can reduce demand for highway use. Key elements of the management approach at the urban fringe are detailed below.

- **Telecommuting and other TDM measures have potential to reduce highway demand and VMT.** Given the existing amount of commuter traffic to the Portland area from St. Helens and Scappoose, steady growth in commuting is likely as the region continues to expand and as potential new employers locate on developable industrial land within reach of those cities. Telecommuting has the potential to reduce commuter trips to some extent in the Portland-Astoria Corridor. Telecommunications infrastructure is in place to support the ability to telecommute. The Corridor Plan does not advocate extension of urban transit to serve these outlying areas. However, some privately sponsored vanpools and carpools may be appropriate.
- **Support for *Green Corridor* policies.** Metro has adopted a *Green Corridor* policy that establishes open space or greenbelts around the Portland urban area to prevent sprawl and to maintain an aesthetic difference between rural and urban areas..

Rural Areas

The rural areas of the Corridor are defined as those areas outside of urban areas and established rural community centers. Key management strategies for rural areas are summarized below.

- **Congestion relief is achieved through small-scale capital improvements, such as climbing and passing lanes.** As opposed to the urban area where TDM programs and TSM improvements can make a significant impact on highway demand, the Plan includes small-scale capital improvements to reduce congestion and preserve travel times through the corridor. This approach of eliminating "choke points" makes the best use of scarce resources and minimizes environmental impacts.
- **Access management plays an important role in the rural areas.** With numerous at-grade intersections through the rural portions of the Corridor, the opportunity exists for conflicts between highway users and cross-traffic and turning traffic. A major strategy will be to restrict new access points and work with users to consolidate existing multiple points where possible.
- **Transportation improvements must minimize impact on significant environmental and cultural resources.** The potential to impact wildlife, natural resources and archaeological sites is greatest in the rural portions of the Corridor. For this reason, the Plan emphasizes small-scale, strategic safety and congestion- relief improvements.

Rural Community Centers

Rural community centers, such as Warren, Deer Island, Alston Corner, and Knappa Junction, are small commercial and residential nodes that have developed along US 30. These centers provide economic opportunity for rural residents and are dependent upon US 30 to bring recreational and truck freight traffic to their businesses. Balancing community needs and the transportation function of the highway is a key theme in these areas. Other key management direction includes:

- **Access management is critical to maintain safety and rural community ambiance.** To preserve the unique character of these areas, pedestrians and bicyclists must be able to move about safely, and transportation improvements cannot overwhelm the surrounding land uses. Access management consolidates access points to the highway and provides safer, more predictable points of interaction between cars, pedestrians and bicyclists.
- **Intersection improvements can improve access to the community centers and improve safety.** In these areas, the ability to safely exit and enter the highway is critical. Intersections and turn lanes are provided to relieve queuing and the safety hazards created by slow moving vehicles entering and leaving the highway.
- **Transportation improvements support the economic health of rural community centers.** If access to these rural community centers were compromised, economic hardship would result for the small businesses located along the highway. Climbing and passing lane improvements elsewhere in the Corridor ensure that travel times are maintained and congestion levels are controlled. These improvements preserve the ability of traffic to flow through the Corridor, which in turn supports the businesses in rural community centers.

C. Approach to Key Issues

Demand for Increased Capacity on US 30

The management of congestion requires different approaches in different parts of the Corridor. In the urban areas, capacity added to highways and arterials would not generally be cost effective. With the exception of truck freight movement through downtown Astoria, other methods, such as TDM and TSM, are expected to be adequate to meet demand and provide an acceptable level of mobility. For example, transit and telecommuting and other TDM measures can play a significant role in managing demand for roads in the urban parts of the Corridor, while that strategy would not be as effective to address rural congestion problems. In the rural areas, most Corridor Plan solutions fall into the management, operations and maintenance category, because they are generally modest improvements that improve the function of the facility.

Urban Areas

Congestion and travel times in the urban areas are expected to increase even if high levels of improvements are applied, so the costs of highway improvements are excessive compared to the travel time saved. The Corridor Plan calls for improving local street networks to reduce local trips on US 30, and enhanced pedestrian, transit, and bicycle facilities to encourage use of alternative modes where practical. The Corridor Plan emphasizes solutions that include:

- No additional expansion in highway capacity, except for transportation system management (TSM) improvements (turning lanes and signal improvements) between Portland and Columbia City, and truck climbing/passing lanes and turn lanes in congested urban areas from Columbia City to Astoria.
- Improvements to existing intersections with US 30 and local street networks within city limits to improve traffic flow.
- Support for TSM and TDM measures, improvements to pedestrian facilities, and increased reliance on transit.
- Development of local access management and circulation plans to relieve localized congestion problems and to meet local transportation system needs.

- Develop an Astoria Truck Route to remove trucks and through-traffic from the Astoria downtown core.

Rural Areas

The Corridor Plan includes no major expansions in highway capacity in rural areas. Rather, passing and climbing lanes provide congestion relief at key "choke points". General purpose widening of US 30 outside the urban areas would be expensive and have significant adverse environmental impacts, as the Corridor passes through or next to wildlife habitat and natural resource sites. Strategically sited climbing and passing lanes can reduce congestion with a much smaller capital investment. In rural community centers, access management and additional turning lanes are the primary tools to relieve congestion. Four areas are targeted for climbing/passing lanes to reduce bottlenecks: John Day Road/Fern Hill, Clatskanie to the Clatsop County line, and between Deer Island and Prescott in Columbia County and from Swedetown to Lost Creek. Intersection realignments or additional turn lanes will also aid traffic flows in congested spots or in areas with heavy truck traffic. Examples include the US 30/Nicolai Cut-Off Road, the Cornelius Pass Road/US 30 intersection, US 30 and Tide Creek Road, and Smith Point in Clatsop County.

Alternative Modes

Air Service

The Corridor Plan recognizes that air service is dependent on the marketplace for its financial viability. Management solutions focus on improvements to existing airports and restoring/maintaining service between Portland and Astoria. Protecting facilities from incompatible land uses is also a key objective.

Bicycle System

Four overall themes are applicable to bicycle improvements in the Corridor:

- Maintenance and cleaning of highway shoulders to improve conditions for cyclists.
- Inclusion of bicycle improvement projects as part of routine pavement overlays and other maintenance projects. In many cases, an extra foot of shoulder width is easy to provide at minimal cost during an asphalt overlay.
- Stand-alone bicycle projects are not generally recommended, unless they can be combined with other highway projects to share costs.
- In urban areas, a primary concern is for safe crossings of US 30 and connections to local bicycle routes.

Pedestrian System

Since the Portland-Astoria Corridor contains a large percentage of rural lands that will not typically be highly used for pedestrian travel, the main objective is to ensure adequate facilities are provided within urban areas where they will be most effective. In many cases, the objectives and projects that will improve bicycle facilities will also improve pedestrian access and safety, for example, through widening shoulders or developing pathways separated from automobile traffic.

Transit Service

The primary approach to transit in the Portland-Astoria Corridor is to coordinate with local providers and jurisdictions to ensure that adequate services are provided where they are most effective and needed. Commuters from Scappoose and St. Helens would benefit from a vanpool program, and park and ride services combined with increased Tri-Met service at Sauvie Island.

Rail Service

The Corridor Plan supports the maintenance of existing rail services and improvements to the infrastructure, e.g., intermodal facilities, to enhance the investment climate for rail users. Increased use of rail to convey bulk commodities can limit the growth of truck freight on US 30. Managing the rail line to preserve future opportunities for passenger service is also promoted.

Truck Freight

A limited increase in truck freight is anticipated due to increased reliance upon rail and water for the transport of bulk commodities. Within the Corridor's rural portions, passing/climbing lanes and turn lanes improve truck safety and general highway travel time. Truck travel times are expected to improve with better truck access (e.g., turn lanes at critical points) and with the use of alternative routes, such as I-5 between Longview and Portland and the Astoria Truck Route (if constructed).

Roadway Conditions and Safety

Problems of deficient geometry and poor pavement conditions can affect the safety of motor vehicle drivers, cyclists, and pedestrians. In allocating state resources, the maintenance of safe and functional facilities is established as the highest priority. Improvements to surface conditions and to high accident locations are priorities throughout the Corridor. Other solutions include intersection safety improvements, shoulder widenings, sunken grade repairs, bridge retrofits and pavement overlays.

The Corridor Plan addresses safety in the Corridor through a combination of facility management and improvements at potentially unsafe locations. Objectives identify a wide variety of facility management techniques including intersection improvements, improved lighting and delineation, additional signage, and installation of safety barriers and weather monitoring devices.

Maintenance

As a first priority, ODOT will focus its resources on the maintenance of existing facilities in order to minimize long-term costs. Maintenance, operations, and management actions comprise the vast majority of implementation actions for improvements to roadway safety and conditions in the Corridor. Improving public safety is a key criterion for the evaluation of maintenance projects. Specific solutions include:

- Increase the "Targeted Opportunity Funds" account to allow ODOT to respond to localized minor needs on the highway system.
- Increase the maintenance limitation budget to allow Districts to make minor repairs. Many of the repairs have been backlogged because of limited maintenance budgets.

Bridges

The ODOT Bridge Engineering Section has evaluated the structures in the Corridor and determined that 10 structures are in need of seismic retrofits. Retrofitting consists of two main types: either connecting bridge superstructure elements such as beams and decks to their supporting members (Phase 1), or strengthening substructure elements, such as crossbeams, footings or pilings (Phase 2). Two structures, Goble Creek Bridge and Wauna Interchange, need Phase 1 upgrading only. Five bridges need Phase 2 upgrading only: Longview Interchange, Beaver Creek, Lost Creek, overcrossing of Swedetown County Road, one unnamed (#01740 at MP 13.19). Three bridges need both types of upgrading: Tide Creek, Sauvie Island Partial Viaduct, and John Day River. ODOT and WSDOT are currently evaluating replacement or retrofitting of the existing Lewis and Clark Bridges connecting Rainier with Longview, Wahsington (and I-5) with a \$200 million, four-lane toll bridge.

Environmental Impacts

All projects undertaken in the implementation of this Plan must consider impacts to wetlands, other water bodies, farmlands, forestlands, threatened or endangered species and other protected resources, including cultural and archaeological resources. The overall approach is to seek to protect the environment from vehicle emissions, pollutant runoff and interruption of migration routes. The Oregon Plan (Oregon Coastal Salmon Restoration Initiative Conservation Plan) provides the primary means of addressing impacted anadromous fish runs in the rivers and streams in the Corridor. Priorities for culvert repairs were assigned by the Department of Fish and Wildlife based upon the severity of potential biological impact if the culverts were left unrepaired.

Other solutions include:

- ODOT, where feasible and appropriate, will work with local governments to integrate mitigation efforts in transportation improvement projects and to avoid or minimize impact on sensitive natural areas when constructing improvements.
- All new transportation projects will include appropriate measures to protect air and water quality.

Access Management

New access management policies have been developed as part of the 1999 OHP. However, the six general categories established in the 1991 OHP apply to transportation plans adopted before January 2000. US 30 is classified as access management Category 2 (equivalent to an Expressway, as defined by the OHP) from I-405 to NW 29th Avenue in Portland's northwest industrial district, and on the proposed Astoria Truck Route from John Day River Bridge to OR 202 (Williamsport) interchange. The remaining portions of the Corridor are Category 3 in the less developed rural/urban areas and Category 4 in the more developed urban areas. A lower number indicates greater restrictions on access, while a higher number has relatively fewer restrictions.

The Corridor Plan recommends an aggressive program of access management in rural areas to reduce the number of conflicts between through traffic and local traffic entering the highway. The Plan also recommends coordinating with the cities and counties to create access management plans and work to consolidate access points where possible.

Land Uses

Management of and improvements to the transportation system are fully integrated with regional and local government land use planning, resulting in transportation efficient land use patterns intended to reduce vehicle trips and miles traveled and promote a live-work balance, particularly within the Corridor's urban areas.

It is assumed that development within the Portland metropolitan UGB will follow the direction set by Metro's *Regional Framework Plan* and *Urban Growth Management Functional Plan*. This would include additional industrial development within the Northwest Portland industrial district and additional residential and industrial development in the Linnton neighborhood, which has approximately 10 percent vacant land, with just over two-thirds zoned industrial.

Outside the Portland UGB, land use patterns will develop according to the acknowledged land use plans for each jurisdiction. Review of these plans using the Potential Development Impact Areas (PDIA) indicates that there is significant vacant developable land within the corridor to accommodate projected

growth, particularly between Scappoose and Clatskanie in Columbia County. Potential solutions have been identified in the Corridor Plan, such as turning lanes, signal improvements and channelization of intersections. With the exception of the Port of St. Helens at Port Westward, most commercial and industrial growth is confined to incorporated cities. Additional residential land uses along the Corridor outside UGBs are expected in designated rural community centers and on vacant rural lands zoned for residential use.

As identified in Metro's Region 2040 Growth Concept, ODOT, Metro and Multnomah County will collaborate to identify "Green Corridor" planning and transportation strategies to preserve the natural areas between the Portland Metro UGB and the Multnomah County boundary.

The 1999 OHP includes provisions for creating Special Transportation Areas (STAs) where a highway acts as a primary city street and Urban Business Areas (UBAs) where the highway bisects other areas of commercial activity. These provisions aim to better coordinate the needs of the state's highway system with local needs. No STAs or UBAs have been designated to date through the Corridor Plan or TSPs. As part of development of a final plan, eligible jurisdictions are being consulted regarding the appropriateness and desirability of applying STA or UBA designations to portions of US 30 through their communities. Expressing designation is proposed for the first 1-2 miles of US 30 west from its intersection with I-405 and for the Astoria Truck Route.

Protection of sensitive cultural (historic and archaeological) resources and effects on community livability must be considered with any proposed improvements to the transportation system. Therefore, part of the process of designing transportation facilities will be to identify and avoid adverse impacts to livability and cultural resources, or where avoidance is not possible, to identify suitable mitigation.

Economic Impacts

The economy of the Corridor is closely tied to the shipping, timber, and tourist industries. Functional and efficient access to employment centers, freight movement, and recreation travel are key to the Corridor's economic health. Improved access to existing and designated industrial and commercial sites is a key objective. Deepening of the Lower Columbia River and improvements to rail and port facilities are supported as key solutions to promote growth for all ports and incorporated communities within the Corridor.

The Northwest Oregon Economic Alliance has identified tourism as a key economic development strategy for in Clatsop, Columbia and Tillamook counties, taking advantage of the corridor's abundant natural and scenic resources. The Corridor Plan includes facility management strategies within urban areas and passing/climbing lanes within the western segment to enhance access to recreation opportunities. Recreation development focuses on the Lower Columbia River, such as a canoe trail from Portland to Astoria. Other measures include objectives to develop or improve access and signage to recreation spots.

VI. Project Priorities and Funding

A key step in development of the Corridor Plan was prioritizing improvement projects and ensuring that the highest priority projects fit within reasonable funding forecasts. Corridor Plans do not need to pass the rigorous criteria required for the Metropolitan Planning Organizations (such as Metro). Rather, several ranges of funding forecasts, based on different assumptions, have been developed.

In developing funding forecasts, it was recognized that forecasted revenues would not likely fully reflect actual revenues realized over the next 20 years. Funding forecasts are currently uncertain statewide and the relative amounts to be allocated for different types of projects by corridor have not been decided. Some of these decisions will be made as the OTC responds to the Governor's suggestion that monies be concentrated on maintaining and managing the existing system. The CSC focused primarily on modernization (new construction), safety, and operational (TSM and TDM) improvements. Funding priorities for categories such as bridge projects, maintenance, pavement management and salmon recovery improvement projects reflect input provided by ODOT staff.

A. Funding Forecasts

Funding forecasts are based upon 1999 OHP forecasts, traditional funding distributions among ODT Regions, within each Region, between urban/rural areas, and among rural counties. The CSC developed a general methodology for determining the target funding levels for new construction based on a 'snap-shot picture' approach with a base year of 1997 and including state revenue and federal highway funds for new construction. Assumptions included a 20-year projection of funding allocation for new construction projects, no changes in state or federal funding levels from the 1997 level, and no inflation adjustment on project costs.

Historically, Regions 1 and 2 have received an average of 34.2% and 23%, respectively, of the statewide construction funds for new projects. The Region 1 allocation has historically been split 80% for the Portland metropolitan planning organization (MPO) area and 20% to the Non-MPO area. Region 2 monies are split among all the ODOT facilities within the region. In Region 1, the Corridor in the urban portion is part of the Metro regional decision-making process, which allocates funding for the Metro region. Table 1 summarizes the annual allocation of modernization project funding statewide and for Regions 1 and 2.

Table 1: Annual New Construction Funding Allocation by Region (1997 base year)(\$ million)⁽¹⁾

Funding Source	Statewide (approx. millions per year)	Region 1			Region 2
		Region 1 Share (34.2%)	Metro (MPO) Allocation (80%)	Non-MPO Allocation (20%)	Region 2 Share (23.0%)
State Gas Tax	\$56.8	\$19.4	\$15.5	\$3.9	\$13.1
Federal Funds	\$99.0	\$33.9	\$27.1	\$6.8	\$22.8
TOTAL	\$155.8	\$53.3	\$42.6	\$10.7	\$35.9

(1) Based upon historical trends in disbursement shares.

Three potential modernization funding forecasts were developed. One forecast uses a historical split of money to the regions and a funding percentage for the corridor over the past 20 years, applying it to the forecast revenues over the next 20 years. This is the highest, most optimistic of the three forecasts. It is not realistic to expect this much money to be available without increased revenues at the state or federal levels, or both. Inflation and deferred maintenance and preservation needs will consume an increasing proportion of available revenues.

The second forecast uses the OHP preliminary needs and revenue forecasts and assumes an even split of available funds to address all needs. An even split would allocate \$3.3 billion to Modernization projects over 20 years. This may also represent more funds than can reasonably be expected over the next 20 years, given policies to maintain and preserve existing facilities.

Finally, a third forecast prioritizes programs other than Modernization, funding only 20% of those needs, while meeting a greater level of need for maintenance, preservation, safety, etc. This assumption addresses several policy objectives, including the emphasis on preserving and managing the existing system. It also reflects current statutes requiring ODOT to spend about \$54 million per year statewide on Modernization. This should represent the minimum amount available over the 20-year planning horizon.

Table 2 summarizes the three forecasts. In the rural areas of Region 1, funding for Corridor Plan projects would be split among the five rural counties.

Table 2: Corridor Projected Modernization Funding Forecast

Region	Historical STIP Programming (\$ million)	Even Split of Projected Revenue (\$ million)	Low Mod-High Maintenance & Preservation (\$ million)
Region 1			
MPO	\$30 - \$60	\$22 - \$45	\$7 - \$14
Rural	\$15	\$11.0	\$7
Region 2	\$14	\$7.0	\$2
TOTAL	\$59 - \$89	\$40 - \$63	\$16 - \$23

B. Project Funding Priorities

As noted earlier, limited revenues necessitate managing and improving the existing transportation services and facilities within the Corridor to accommodate the anticipated growth in travel. Accordingly, the Corridor Plan allocates state resources to highway projects according to the following priorities:

- (1) Maintenance of the existing facility to ensure that it remains safe and functional, e.g. fixing potholes.
- (2) Preservation of the roadway by investing in roadbed and pavement reconstruction as needed to minimize maintenance costs;
- (3) Transportation system management to optimize existing highway capacity;
- (4) Safety and capacity improvements; and
- (5) Projects that support economic development, particularly recreation and tourism.

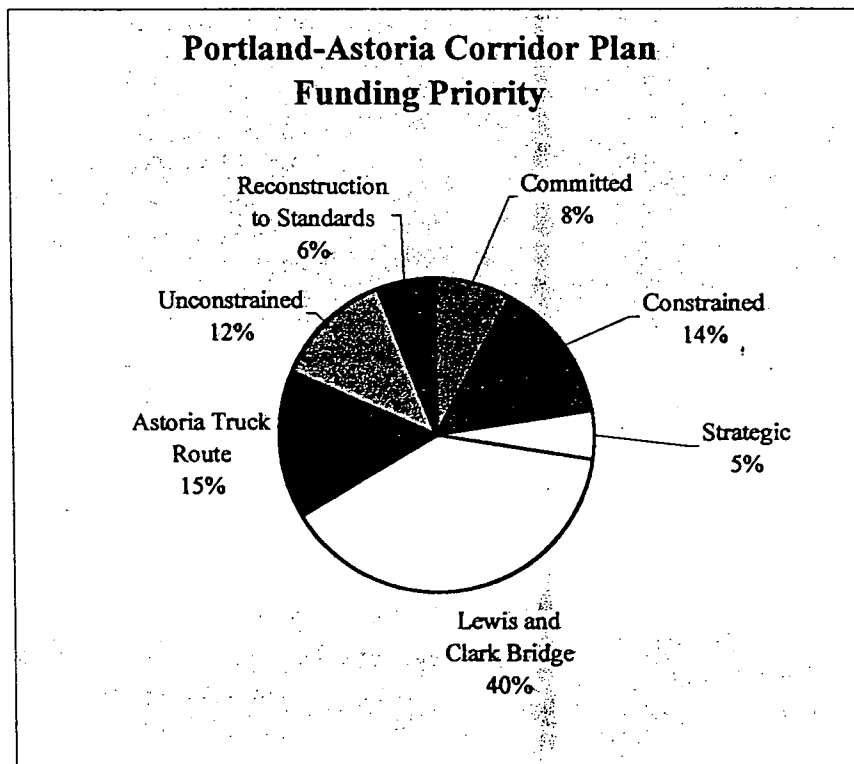
The projected total costs for the needs identified during the Corridor Plan process are approximately \$264 million. The highest priority projects were placed in the *Committed* and *Constrained* funding category, meaning they would all be expected to be implemented over the 20-year planning period. Committed projects are already funded in the current STIP and total \$20 million. Constrained projects, totaling \$37 million, would be implemented in later years of the current STIP and are still subject to funding authorization. In the Portland Metro area, committed and constrained projects have been identified through the RTP process.

The projects next in priority were listed in the *Strategic* funding category that would be expected to be funded if current funding levels are increased due to new sources of funding during the planning period. Strategic projects total \$153 million. Two large projects the Lewis and Clark Bridge and the Astoria Truck Route would be included in this funding option. These two projects would be roughly \$140 million. The other Strategic projects total only \$13 million. Since such increased funding options have yet to be identified, it is assumed that Strategic projects could only be implemented in the intermediate-to-

long-term, i.e., it would take at least five years for funds to be identified and project development completed. Practically speaking, if additional funding is identified, projects identified from the Strategic funding list would move to the Constrained funding list and total funds available for Constrained projects would increase. Per current ODOT policy, project development activities are not undertaken for projects not on the Constrained Funding list (that is, project development is not undertaken for projects that are not funded for implementation).

All remaining projects are considered *Unconstrained* or *Reconstruct to Standard*. Based upon current revenue forecasts (including all reasonable additional sources of revenue), these projects are *not* likely to be funded within the 20-year planning horizon. However, Unconstrained projects could be funded by alternative funding sources, such as development exactions, local improvement districts, urban renewal districts, etc. Unconstrained projects total \$39 million. The term "Unconstrained" means that if ODOT had all the funding to meet all corridor needs, that all projects could be funded. Unconstrained projects that are summarized in the project matrices are those that originated through the CSC and have a demonstrated need. Reconstruct to Standard projects were generated through ODOT's HPMS system which identifies projects to bring substandard segments of highway up to highway standards. Reconstruct to Standard projects total \$15 million. These projects may not be practical given that attaining maximum grade or curvature standards could require extraordinarily expensive and impractical solutions for a highway such as US 30 that crosses mountains and operates in a highly constrained environment. Cost are preliminary estimate bases upon information provided by local governments or generated by ODOT. Figure 2 illustrates the relative amounts of funding by category.

Figure 2: Relationship of Funding Categories





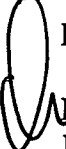
MULTNOMAH COUNTY OREGON

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MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Larry F. Nicholas, DES Director
John Dorst, Engineering Services Administrator

TODAY'S DATE: October 25, 1999

REQUESTED PLACEMENT DATE: November 4, 1999

RE: Project Agreement with Albertsons, Inc.

I. Recommendation/Action Requested:

The Transportation Division recommends approval of a project agreement with Albertsons to provide design and construction services for the reconstruction of the SE 257th Avenue and SE Orient Drive intersection.

II. Background/Analysis:

Due to the existing alignment and safety concerns Multnomah County had planned a project at this location for quite some time. The cost of reconstruction and business relocation and the cost of additional right of way have delayed its design and construction. Albertsons has committed to relocating here and is working with the neighboring businesses and residences to make improvements.

Albertsons, at present time, is dealing with the existing businesses along SE Orient Drive, between US Highway 26 and SE 257th Avenue to relocate them into new buildings close to the existing sites. With the relocation of these businesses, they have also worked with the three jurisdictions, Multnomah County, Oregon Department of Transportation, and the City of Gresham to develop its site in conjunction with the road project.

The County road project will include realigning each street for safety, widening each street to handle increased traffic caused from development and surrounding growth, constructing curbs and sidewalks for pedestrian travel and installing three traffic signals.

The County's Capital Improvement Plan identifies this intersection as a high priority for reconstruction. Improvement to major arterial standards consists of four travel lanes, a center median lane, bike lanes and sidewalks

III. Financial Impact:

All financial impact is to the County road fund. The road fund expects to spend \$290,000.00 for design and construction services under this agreement. Costs are shared with the City of Gresham as allowed by a previous IGA. This agreement also leads to construction in July which involves \$2.3 million in capital funding.

IV. Legal Issues:

The Transportation Division is seeking an exemption from the RFP procedures for design, engineering and acquisition services covered by this agreement necessary for a County Road Project along SE 257th Avenue, SE Orient Drive, SE Palmquist Road, and a new connector road between US Highway 26 and SE 257th Avenue in Gresham.

V. Controversial Issues:

This agreement itself is not controversial. The street reconstruction project has public and jurisdictional support. Some items may be controversial, such as an expected condemnation required as part of this project, but generally this project does not have controversial issues.

VI. Link to Current County Policies:

This completes another important link in the County's Capital Improvement Program for Transportation, as well as fulfilling Comprehensive Plan policies relating to the transportation system.

VII. Citizen Participation:

There has been extensive public involvement in this project. Two recent neighborhood meetings have been held with three more in the past. As part of the reconstruction project, two more public meetings are anticipated. This project has been developed in conjunction and response to neighborhood association and community input.

VIII. Other Government Participation:

Both the City of Gresham and the Oregon Department of Transportation have been involved in the development of this project. The City has adopted a future street plan based on this alignment. Both agencies support the project. Costs are shared by the County and the City of Gresham through an existing IGA.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached Contract #: 0010836
Amendment #: _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input checked="" type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-12</u> DATE <u>11/4/99</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Environmental Services Division: Transportation Division Date: 10/25/99
 Originator: Joe Ramirez Phone: x29630 Bldg/Rm: 455/Yeon
 Contact: Cathy Kramer Phone: X22589 Bldg/Rm: 455/Yeon

Description of Contract: Project Agreement with Albertsons, Inc. to provide design and construction services for the reconstruction of the SE 257th Avenue and SE Orient Drive intersection. Project Agreement No. 5510.

RENEWAL: ☐ PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Albertsons, Inc. - c/o Legal Dept.</u> Address <u>250 Parkcenter Blvd.</u> <u>Boise, ID 83706</u> <u>Mark Hawley</u> Phone <u>(208) 395-5137 and FAX (208) 395-6442</u> Employer ID# or SS# <u>82-0184434</u> Effective Date <u>Upon Execution</u> Termination Date <u>November 30, 2002</u> Original Contract Amount \$ _____ Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ _____	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
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REQUIRED SIGNATURES:

Department Manager <u>[Signature]</u>	DATE <u>10/25/99</u>
Purchasing Manager _____	DATE _____
County Counsel <u>[Signature]</u>	DATE <u>10/27/99</u>
County Chair <u>[Signature]</u>	DATE <u>November 4, 1999</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

(Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	150	030	6158								
02											
03											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

MULTNOMAH COUNTY OREGON
DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION

PROJECT AGREEMENT

Under the provisions of Multnomah County Code (MCC) § 11.45.680 and/or Administrative Rule 20.100 of MCC 11.60, a Project Agreement is hereby executed between MULTNOMAH COUNTY OREGON, (COUNTY), and ALBERTSON'S, INC., a Delaware corporation (ALBERTSONS), for the design of the improvements which are described on EXHIBIT "A" and depicted on EXHIBIT "B," each of which is attached hereto and made a part of this document. Those improvements are hereinafter referred to as the PROJECT IMPROVEMENTS.

RECITALS

I. COUNTY wishes to realign portions of Orient Dr., Palmquist Road., 14th St., and Kane Drive., in and around their common intersection. These intersections have been included in the CITY's Capital Improvements Plan since 1986, and have been identified by the East Multnomah County Transportation Commission as a high priority for construction.

II. ALBERTSONS has contracted to purchase the following properties adjacent to that intersection:

- Tax Lot 1500 – 1S 3E 14AB;
- Tax Lot 1600 – 1S 3E 14AB;
- Tax Lot 1800 – 1S 3E 14AB;
- Tax Lot 2300 – 1S 3E 14AB;
- Tax Lot 2400 – 1S 3E 14AB;
- Tax Lot 2300 - 1S 3E 14AA;
- Tax Lot 2100 - 1S 3E 14AA.

Those purchase contracts require ALBERTSONS to timely construct new facilities for the owners or tenants of those properties. ALBERTSONS also wishes to construct a new grocery store and related "pad" building thereon.

III. On July 7, 1998, the City of Gresham's (CITY) City Council approved the Future Streets Plan (City Order No. 483, File No. FSP 98-1529-AC) which depicts the realignment of portions of Orient Dr., Palmquist Road., 14th St., and Kane Blvd., in and around their common intersection. On April 22, 1999, COUNTY and CITY executed Multnomah County-City of Gresham Intergovernmental Agreement No. 551 (the IGA), which sets out the respective obligations of those entities to construct the realigned intersection.

IV. On October 29, 1998 and May 21, June 1, June 8, June 28, 1999, respectively, ALBERTSONS received land use approvals from CITY (Community Development Department File Nos. DR/MOD 98-5579 (Leathers), DR/VR3/VR2 98-10565 (Troutner), PMA 98-10566 (Troutner), DR 98-10569 (Leong), DR/VR2 98-10568 (Albertson's), for development of the properties listed in Recital II. Those land use approvals are conditioned upon ALBERTSONS' dedication of right-of-way as necessary to construct the realigned intersection. The IGA recites that the PROJECT, as defined herein, is in the public interest and will create improved intersections, add traffic signals,, and significantly improve the safety of these sections of roads.

V. ALBERTSONS and COUNTY now wish to clarify their respective roles and obligations in the completion of design and construction of the realigned intersection.

THE PARTIES AGREE TO THE FOLLOWING:

SECTION I. THE PROJECT

A. The PROJECT includes acquisition of all property and preparation of all plans, specifications and estimates (PS&E) necessary to complete construction of the PROJECT IMPROVEMENTS.

SECTION II. PERFORMANCE RESPONSIBILITIES

A. PROJECT MANAGEMENT

1. The COUNTY will:

- a. Designate Joe Ramirez to act as project manager for this Agreement. The project manager can be contacted at 1600 SE 190th, Portland, OR 97233-5910 (503) 248-5050 ext. 29630 (fax: 248-3321).
- b. Provide preliminary plans involving the COUNTY facilities, inside incorporated city boundaries.
- c. Provide direction, as necessary, for the management of resources, contacts, communications, control and coordination in the design development of the PROJECT. Assist ALBERTSONS in obtaining those STATE OF OREGON (STATE), and CITY and/or COUNTY governing body approvals, including but not limited to road closure and street vacation, which are necessary to complete the PROJECT IMPROVEMENTS.
- d. Participate in biweekly team meetings with ALBERTSONS' project manager and others to review project progress.

- e. Participate in a review meeting scheduled by ALBERTSONS, CITY, and STATE and other interested parties upon completion of the conceptual, preliminary, detailed and final design stages. The parties anticipate four (4) such meetings.
- f. Schedule and hold two (2) public meetings.
- g. Participate in the utility coordination meeting to extent necessary either prior to or in conjunction with the PROJECT.
- h. Conduct one pre-bid meeting.
- i. Prepare advertisement for construction bids, and award the PROJECT upon receipt of a responsive bid.
- j. Provide construction management, surveying, administration and engineering of the PROJECT.
- k. Conduct pre-construction meeting with invited interested parties.
- l. Review and approve legal descriptions and exhibits for parcel dedications, easements and street vacations based on information furnished by ALBERTSONS.
- m. Provide property owner and tax assessor information for parcels along alignments.
- n. As provided in Section II.M.1 of this Agreement, pursue acquisition of necessary property rights as authorized by law (with assistance from ALBERTSONS) when voluntary agreement is not possible.
- o. Prepare as-built plans

2. ALBERTSONS will:

- a. Designate Mark Hawley to act as its project manager for this Agreement. The project manager can be contacted at Albertson's Inc. General Offices, Architecture Division, 250 Parkcenter Blvd., Boise, ID 83726 (208) 395-5137.
- b. The project manager may designate in writing one other person who is entitled to act in all respects on behalf of the project manager.
- c. Engage and pay, a professional engineer licensed in the state of Oregon to design and prepare PS&E and bidding documents for the PROJECT IMPROVEMENTS.

- d. Request STATE, CITY, and/or COUNTY approvals, such as road closure, street vacation, and approach permits, which are necessary to build the PROJECT IMPROVEMENTS.
- e. Acquire property for right-of-way purposes, as described in Section II.M.
- f. Comply with the direction of the COUNTY Engineer for all work performed under this agreement.
- g. Ensure that the consulting engineer retained will design the project, including complete plans and specifications, in conformance with 1994 AASHTO Policy on Geometric Design of Highways and Streets and MCC 11.60, Administrative Rules and Design Standards adopted thereunder, and current modifications of adopted standards.
- h. Ensure that the consulting engineer will respond to questions from prospective bidders in a manner consistent with the direction of the COUNTY's project manager.
- i. Under direction of the COUNTY, manage, control and coordinate resources, contacts, communications, involved in design development of the PROJECT.
- j. Attend bi-weekly team meetings with COUNTY project manager and others to review project progress.
- k. Prepare and distribute meeting minutes to participants.
- l. Hold a review meeting with COUNTY, CITY and STATE upon completion of the conceptual, preliminary, detailed and final design stages to review and respond to comments.
- m. Prepare and distribute meeting minutes and memorandum of understanding to each meeting participant.
- n. Submit an earned value report monthly showing at a minimum, the actual cost of work performed, the budgeted cost of work performed and the budgeted cost of work scheduled.
- o. Prepare and distribute original design development schedule and monthly updates to COUNTY, STATE and CITY.
- p. Make presentations at two public meetings referenced in Sub-section A.1.f. above, to review design and construction of the proposed PROJECT at the two public meetings.

B. SURVEY AND MAPPING

1. The COUNTY will:

- a. Provide, within two (2) business days of request by ALBERTSONS, additional field survey information for the PROJECT.
- b. Provide survey information in electronic format to be used for completing the conceptual, preliminary, detailed and final design of the PROJECT.

2. ALBERTSONS will:

- a. Confirm adequacy of the preliminary/topographic field survey.
- b. Confirm feasibility of horizontal and vertical alignments.
- c. Confirm any adjustments to the alignments with COUNTY prior to starting detailed design.

C. GEOTECHNICAL INVESTIGATION

1. ALBERTSONS will:

- a. Sample and test, using ASTM methods, to determine soil strength, design pavements, evaluate foundation conditions.
- b. Perform field work, including digging a sufficient number of pits (a minimum of six exploratory test pits and six soil borings), take groundwater measurements, obtain undisturbed and disturbed samples.
- c. Perform laboratory work, using current ASTM or AASHTO methods, to determine natural water contents, Atterberg limits and classification, moisture density tests and soil modulus.
- d. Summarize findings and analysis as to that work described in subsections (a)-(c) in an Engineering Report.

e. The Report will describe the work performed and the site conditions, and make recommendations for site grading, foundations, erosion control and other construction. The Report will address at least the following issues:

- Stripping and grubbing
- Removal and mitigation of contaminated or other unsuitable soils
- Sub-grade preparation, fill compaction and stabilization, if necessary
- Foundation analysis, design and recommendations
- Construction access and wet-weather construction methods
- Fill slopes and excavation slopes
- Erosion control

f. Six (6) copies of the Report must be provided to COUNTY.

D. PAVEMENT DESIGN

1. The COUNTY will:

a. Furnish available traffic volume information for COUNTY roads.

2. ALBERTSONS will:

- a. Perform life-cycle cost analysis and pavement design according to current AASHTO standards.
- b. Summarize findings and analysis in the Pavement Design Addendum to the Engineering Report, and provide six (6) copies of same to COUNTY.
- c. Describe the work performed and make final design recommendations for the pavement structural sections and for sub-grade preparation.

E. ROADWAY DESIGN AND PLAN PREPARATION

1. The COUNTY will:

- a. Prepare right-of-way survey;
- b. Within a reasonable time of receipt thereof, review and comment on the conceptual design package previously submitted to the COUNTY, STATE and CITY. The revised package will be used to prepare the 50%-complete submittal.

2. ALBERTSONS will:

- a. Prepare a conceptual staging or phasing plan that illustrates the proposed sequence of the PROJECT including utility relocation, construction staging and optimum temporary traffic flows.
- b. This plan will be used to illustrate the concepts for the PROJECT and to coordinate work efforts with the design team.
- c. Prepare conceptual plan based on the adjusted preliminary design and actual right of way survey by COUNTY.
- d. Prepare and deliver to COUNTY preliminary construction and right-of-way acquisition cost estimates and schedule for the PROJECT based on the anticipated activities and sequence of the PROJECT. Should such cost estimates prove inaccurate, ALBERTSONS will notify COUNTY as soon as possible.
- e. Itemize the major construction items and separate the items for each phase.
- f. Submit 6 copies of conceptual phasing plan, schedule and cost estimate to COUNTY.

F. TEMPORARY AND PERMANENT TRAFFIC CONTROL

1. ALBERTSONS will:

- a. Prepare temporary protection and direction of traffic signing, staging and detour plans. Conform to COUNTY Technical Standards, STATE Standards and FHWA Manual on Uniform Traffic Devices.
- b. Prepare traffic control plans in accordance with COUNTY standard plan format and drafting standards. Plans will reflect the following preliminary design elements.
 - Develop staging plans, which clearly delineate the areas of operation and order of work.
 - Any interim signal phasing as agreed with COUNTY, CITY and STATE and pursuant to the traffic analysis.
 - Minimize total construction and user costs.
 - Maintain two- way traffic flow at all times unless road closure is approved by COUNTY or CITY.
- c. Prepare optimized traffic signal coordination timing plans with time-space diagrams and associated controller program settings for the morning, midday, evening and Saturday peak periods.

2. The COUNTY will:

- a. Develop traffic signal plans based upon COUNTY consultation with CITY and STATE for signal phasing and operation for:

- Palmquist Road at 257th Avenue/Orient Drive
- SE 11th Street at 257th Avenue
- Palmquist Road at Highway 26
- Coordination Plans connecting the two signals on 257th Avenue/Orient Drive with Highway 26 at Palmquist Road

If agreement on such phasing is not reached within a reasonable time, the agencies will use best efforts to reach agreement by convening as a group.

- b. Prepare permanent traffic control plans in accordance with COUNTY standard plan format and drafting standards. Plans will reflect the following preliminary design elements:

- Signal phasing as agreed by COUNTY, CITY and STATE and pursuant to the traffic analysis.
- Minimize total construction and user costs.
- Maintain two-lane traffic flow at all times.

G. ROADWAY LIGHTING

1. The COUNTY will:

- a. Prepare roadway lighting plans. Lighting design will be based on the American National Standard Practice for Roadway Lighting, sponsored and published by the Illuminating Engineering Society of North America and Oregon State Standard Specifications for Highway Construction.

H. ROADWORK

1. ALBERTSONS will:

- a. Prepare grading and erosion control plans.
- b. Perform earthwork calculations for grading and erosion control plans.
- c. Run templates and determine impacts to abutting properties.

- d. Prepare cross sections at 10-m intervals; plot sub-grade, finished grade, utilities and sewers to determine conflicts.
- e. Prepare special sections and profiles at each driveway and approach road.
- f. Perform roadwork design and engineering according to the standards of the agency with jurisdiction over the given road section (COUNTY, CITY, OR STATE).

I. STORM SEWERS, DRAINAGE AND WATER QUALITY FACILITIES

1. ALBERTSONS will:

- a. Prepare storm drainage calculations and preliminary system layout to CITY (as to its streets), STATE (as to its highways), and COUNTY requirements.
- b. Summarize hydrologic and hydraulic findings, analysis and recommendations in an engineering report.
- c. Perform analysis and design to CITY, COUNTY and STATE requirements. Indicate the results of hydrologic analysis for peak roadway runoff and design storm volumes.
- d. Perform hydraulic analysis and design, and perform water quality analysis and design.
- e. Submit 6 copies of the report including calculations and worksheets to COUNTY
- f. Conduct a biological assessment that complies with the provisions of the Endangered Species Act, including but not limited to, the protection of fish and fish habitat and any other Federal, State and Local requirements.
- g. Conduct wetland assessment and submit mitigation plan if necessary for the Paul property and for properties adjacent to SE Palmquist on the west side of U.S. Highway 26 in accordance with Oregon Division of State Lands and the U.S. Army Corp of Engineers.

J. ENVIRONMENTAL ASSESSMENT AND CLEAN UP

1. The COUNTY will:

- a. Furnish an existing preliminary study, in COUNTY'S possession, performed by the STATE for the environmental assessments and preliminary environmental remediation plan for the triangular shaped property located between 257th Orient and Palmquist Road as described in the deed recorded on July 21, 1987 in Book 2026, Page 226, and also known as Tax Lot 2200 - 1S 3E 14AA (the "Sellers Parcel").

2. ALBERTSONS will:

- a. Determine the number, location, and depth of any and all underground storage tanks on or near the Sellers Parcel.
- b. Conduct Hazardous Materials Survey of the site structure, including a Destructive Asbestos Survey, Limited Lead-Based Paint Survey, and an assessment of the number and condition of potential polychlorinated biphenol (PCB)-containing light ballasts
- c. Conduct subsurface exploration and collect a maximum of ten representative soil and groundwater samples of the subject site to better characterize the subsurface conditions and extent, magnitude, and type of contamination. Submit soil and groundwater samples for contamination identification and follow up analysis.
- d. Conduct preliminary environmental assessments and prepare a report that includes a description of the field work, locations of the borings, analytical test results, boring logs and discussion of the results and recommendations for cleanup and remediation of problem. Contact DEQ to report findings as required by law and to investigate options relating to future clean up and remediation.
- e. At the direction of County, conduct additional environmental assessment and remediation including, but not limited to preparation of health and safety plan specifications. Scope and costs are to be negotiated between Albertsons and the County.

K. LANDSCAPE

1. ALBERTSONS will:

- a. Prepare a streetscape landscape plan that illustrates the landscape location and type of trees for the PROJECT pursuant to the guidelines of the jurisdiction that controls the given road.
- b. Prepare a color rendered exhibit of the streetscape that will be used as a part of the public information meetings that will be held for the PROJECT.

L. UTILITY COORDINATION

1. ALBERTSONS will:

- a. Manage and coordinate utilities' facility relocation and installation designs and schedules consistent with overall project design and construction.

- b. Hold one utility coordination meeting during detailed design stage to discuss and resolve conflicts and incorporate utility plans into PROJECT.
- c. Provide to COUNTY a draft letter for COUNTY to send notifying utility companies of PROJECT.
- d. Provide copies of correspondence with utilities to COUNTY.
- e. Prepare and distribute utility meeting minutes to COUNTY and participants.

M. PROPERTY ACQUISITION AND TRANSFER

1. ALBERTSONS will:

- a. Identify all property that must be acquired as right-of-way in order to complete the PROJECT IMPROVEMENTS. Identify all existing right-of-way that will not be needed as right-of-way once the PROJECT IMPROVEMENTS are completed.
- b. Subject to COUNTY'S fulfillment of its obligations hereunder, dedicate to COUNTY as right-of-way all portions of the following properties that are necessary to complete the PROJECT IMPROVEMENTS:
 - Tax Lot 1500 – 1S 3E 14AB (a portion of the Troutner property) (as needed to extend 11th and widen 257th) ;
 - Tax Lot 1600 – 1S 3E 14AB (a portion of the Troutner property)(as needed to extend 11th);
 - Tax Lot 1800 – 1S 3E 14AB (the Leong property)(as needed to widen 257th Ave.);
 - Tax Lot 2300 – 1S 3E 14AB (a portion of the Leathers property)(as needed to realign Palmquist);
 - Tax Lot 2400 – 1S 3E 14AB (a portion of the Leathers property)(as needed to realign Palmquist);
 - Tax Lot 2300 - 1S 3E 14AA (a portion of the Paul property)(as needed to widen 257th);
 - Tax Lot 2100 - 1S 3E 14AA (a portion of the Paul property)(as needed to widen 257th).
- c. Negotiate, on behalf of COUNTY and in a manner consistent with subsection d of this Section, for the acquisition as right-of-way all portions of the following properties that are necessary to complete the PROJECT IMPROVEMENTS:
 - Tax Lot 1400 – 1S 3E 14AB (as needed to widen 257th);
 - Tax Lot 8800 – 1S 3E 14AA (as needed to widen 257th);
 - Tax Lot 8900 – 1S 3E 14AA (as needed to widen 257th);
 - Tax Lot 6500 – 1S 3E 14AA (as needed to widen 257th);
 - Tax Lot 6400 – 1S 3E 14AA (as needed to widen 257th);
 - Tax Lot 2400 – 1S 3E 14AA (as needed to widen 257th);

- Tax Lot 1100 – 1S 3E 14A (as needed to realign 14th and widen 257th) (this acquisition shall include the property's reversionary interest in the SE 14th St. right-of-way);
 - Tax Lot 1200 – 1S 3E 14A (as needed to widen Orient);
 - Tax Lot 1900 – 1S 3E 14A (as needed to widen Orient).
- d. Negotiate for purchase of property to be acquired as right-of-way in accordance with current State and Federal law relating to government acquisition of property, and as follows:
- i. Prepare legal descriptions and exhibits for right-of-way to be acquired and street vacations.
 - ii. Provide to COUNTY a full title report for each property to be acquired.
 - iii. Contact property owners, identify property to be acquired, and explain that such negotiation is for acquisition by the COUNTY.
 - iv. Identify parcels and set up a project parcel numbering system.
 - v. Subject to COUNTY review and approval, conduct appraisals of the fair market value of properties to be acquired according to generally accepted appraisal practices for government acquisition of property under State and Federal law, and provide three copies of the appraisal report for each property to be acquired.
 - vi. Subject to COUNTY review and approval, make offers to purchase properties.
 - vii. Provide to the attorney representing COUNTY necessary information relative to negotiations and the appraisals.
- e. Request that CITY:
- i. Undertake proceedings to accept transfer from COUNTY of that property described in Section M.2.d, below.

ii. Undertake proceedings to vacate those portions of right-of-way that run on, over, or adjacent to the following properties and that are not necessary to complete the PROJECT IMPROVEMENTS:

- Tax Lot 1500 1S 3E 14AB
- Tax Lot 1600 1S 3E 14AB
- Tax Lot 1700 1S 3E 14AB
- Tax Lot 1900 1S 3E 14AB
- Tax Lot 2000 1S 3E 14AB
- Tax Lot 2100 1S 3E 14AB
- Tax Lot 2200 1S 3E 14AB.

Such request will provide that such vacations may be conditioned upon ALBERTSONS' completion of its obligations set forth in Section II.M.1.b&c.

2. The COUNTY will:

- a. Provide property owner and tax assessor information for parcels along alignments.
- b. Undertake all necessary proceedings to acquire fee title to the following real property:
 - The Sellers Parcel.
 - Those portions of real property listed in Section M.1.c that ALBERTSONS is unable to acquire.

County will use reasonable best efforts to obtain such title, or, in the alternative, a right of possession of the properties, as timely to commence construction thereon on the date shown in the Project Schedule.

- c. Request that ODOT:
 - Transfer to CITY Tax Lot 2500 1S 3E 14AB for road purposes; and
 - Transfer to CITY that portion of Orient held by ODOT in exchange for that portion of Tax Lot 1500 1S 3E 14AB needed for the PROJECT IMPROVEMENTS.
- d. Request that CITY undertake proceedings to declare as surplus any portion of the real property referred to in subsection b of this Section that is not necessary to complete the PROJECT IMPROVEMENTS and convey fee title of the same to ALBERTSONS.

- e. Undertake proceedings to transfer to CITY all right, title and interest to the following:
- That portion of Orient Dr. between its intersections with 257th and Hwy. 26 now held, or later acquired, by the County;
 - That portion of Palmquist St. between its intersections with Orient and Hwy. 26 now held as County right-of-way;
 - That portion of 257th between its intersections with Orient and Palmquist;
 - Those portions of the real property referred to in subsection b of this Section now held or later acquired by County that are necessary to complete the PROJECT IMPROVEMENTS.
- f. Prepare and send irrevocable offers of purchase to owners, for all properties listed in Section II.M.1.c.

N. PRELIMINARY ROADWAY DESIGN AND PLANS (50%-COMPLETE)

1. The COUNTY will:

- a. Prepare the 50%-complete PS&E for the permanent traffic controls, traffic signals and roadway lighting plans, and provide them to ALBERTSON'S for integration into the 50%-complete package for review.
- b. Review and comment on the 50%-complete package submitted to the COUNTY, CITY and STATE. This revised package will be used to prepare a 90%-complete submittal of construction plans, schedules, specifications and cost estimate for the PROJECT.

2. ALBERTSONS will:

- a. Revise the conceptual design package previously submitted to reflect the comments received from COUNTY, STATE and CITY.
- b. The revised package will be used to prepare the 50%-complete submittal.
- c. Prepare preliminary plans, schedules and construction cost estimates.
- d. Prepare preliminary construction plans in metric and English units according to COUNTY, CITY and STATE standards.
- e. Summarize geometric design, traffic engineering and design, lighting design and other design variables and decisions in a design report and submit 6 copies to COUNTY.
- f. Submit 6 copies of the 50%-complete submittal package including construction and utility plans, construction cost estimates and construction schedule to COUNTY for review and comments.

- g. Submit the 50%-complete submittal package including construction plans and project schedule to the affected utility organizations.
- h. Solicit private and public utility concerns and issues that can be anticipated for the completion of the PROJECT and summarize concerns and issues in a memo to COUNTY and CITY.

O. DETAILED PLANS, SPECIFICATIONS, SCHEDULES AND ESTIMATE (90%-complete)

1. The COUNTY will:

- a. Review and comment on the 90% submittal package submitted to the COUNTY, CITY and STATE. This revised package will be used to prepare final documents for the PROJECT.
- b. Prepare plans and specifications for the following:
 - Traffic Signing and Pavement Marking Plan
 - Traffic Signal Plans and Traffic Loop Installation Sheets
 - Traffic Signal Interconnect Plan
 - Lighting Plans
- c. Distribute copies to the appropriate parties.

2. ALBERTSONS will:

- a. Revise the 50%-complete package previously submitted to reflect the comments received from COUNTY, CITY and STATE. This revised package will be used to prepare a 90%-complete submittal of construction plans, schedules, specifications and cost estimate for the PROJECT.
- b. Prepare construction plans according to COUNTY, STATE and CITY standards.
- c. Prepare detailed plans, specifications and estimates according to 1996 ODOT Standard Specifications for Highway Construction, 1996 Supplemental Specifications for Highway Construction, and COUNTY, STATE and CITY special provisions.
- d. Prepare revised earthwork calculations and detailed grading and erosion control plans for the proposed PROJECT.
- e. Prepare detailed design of storm drainage and water quality according to CITY and COUNTY standards.

- f. Prepare detailed landscape plans including plant type and location, species designation, and size.
- g. Prepare detailed construction cost estimate and schedule. Segregate participating and non-participating construction cost items for Albertson's, CITY, and COUNTY according to Intergovernmental and Project Agreements.
- h. Prepare draft construction specifications for bidding and construction purposes, including general and special provisions.
- i. Submit 6 copies of the 90%-complete package including utility and construction plans, schedule, specifications and cost estimate to the COUNTY for their review and comments. At a minimum, the plan submittal will include the following sheets:
 - Title Sheet
 - Summary Sheets
 - Legend Sheets
 - Stage Construction/Detour Plans
 - Temporary Protection & Direction of Traffic Plans
 - Erosion Control Plans
 - Typical Sections
 - Pipe Data Sheets
 - Utility Plans
 - Plan & Profile Sheets
 - Storm Sewer, Water Quality and Drainage Sheets
 - Environmental Remediation Plan
 - Intersection Plans and Details
 - Landscape Plans
 - Standard Details

P. FINAL PLANS, SPECIFICATIONS, SCHEDULES, AND ESTIMATE (100%-complete)

1. ALBERTSONS will:

- a. Revise the 90% submittal package to reflect the comments received from COUNTY, CITY and STATE. This revised package will be used to prepare final documents for the PROJECT.
- b. Prepare final earthwork calculations, grading and erosion plans.
- c. Prepare final plans, specifications, schedules and estimates for the PROJECT (100%-complete), ready for bidding and in a form the County can proceed with bidding by May 15, 2000.

- d. Prepare designer's construction schedule and construction cost estimate segregating final bid items for participation by COUNTY and CITY.
- e. Provide 6 copies of calculations, drawings, worksheets, reports not previously submitted in earlier stages of completion.
- f. Provide 6 copies of final plans, specifications, schedules and estimates.
- g. Provide 1 complete set of bidding and construction plans on Mylar or equivalent base.
- h. In addition, provide electronic copy of complete bidding and construction plans in AutoCad™ Release 13 or higher release.
- i. Provide electronic files of optimized signal coordination analyses for the specified time periods in TRANSYT7-F or higher release.

Q. BIDDING AND AWARD

1. The COUNTY will:

- a. Prepare advertisement for construction bids, accept proposals and award the PROJECT.

2. ALBERTSONS will:

- a. Participate in one pre-bid meeting with COUNTY.
- b. Through COUNTY project manager, respond to questions from prospective bidders.
- c. Prepare bid addenda as necessary and directed by COUNTY.

R. CONSTRUCTION SUPPORT

1. The COUNTY will:

- a. Be responsible for construction management, administration and engineering of PROJECT.
- b. Participate in a team coordination meeting with staff of COUNTY, CITY and STATE to define construction team roles and responsibilities for PROJECT.
- c. Provide construction observation for the construction of the PROJECT.

- d. Provide and submit minor plan revisions to COUNTY as requested by COUNTY.
- e. Prepare and distribute summary of observations for each site visit to COUNTY.
- f. Prepare and distribute meeting minutes to participants.

2. ALBERTSONS will:

- a. Provide assistance to the COUNTY, CITY and STATE project manager in interpreting and clarifying plans, specifications and estimates.
- b. Participate in a pre-construction conference with contractors, sub-contractors, utilities, COUNTY, CITY, STATE and other stakeholders in PROJECT.
- c. Assume 8 periodic site visits and 8 periodic meetings as sufficient to ensure the construction work meets the intent of the design by the Design Project Manager.

SECTION III. COST RESPONSIBILITIES:

A. PRELIMINARY ENGINEERING, PROPERTY ACQUISITION AND TRANSFER, BIDDING, AWARD, AND CONSTRUCTION SUPPORT

1. ALBERTSONS will:

- a. In reliance upon the COUNTY's reimbursement obligation as set forth in this Section, pay the costs incurred in performing the work to which ALBERTSONS is obligated under Section II of the Agreement for the following approved cost 1) property acquisition and transfer, 2) preliminary engineering, and 3) bidding, award and construction support as described in Exhibit B. The cost for each enumerated portion of the work shall not exceed the amount indicated on Exhibit B_ hereto.
- b. Finance all costs incurred by ALBERTSONS for the PS&E, project management and right-of-way appraisal and negotiation, environmental analysis, contract bidding, award and construction support for the PROJECT, as specified in this Agreement.
- c. Submit invoices and earned value reports monthly to COUNTY project manager for review and approval. These invoices will breakout costs separately for COUNTY and CITY portions of the project.

2. The COUNTY will:

- a. Reimburse ALBERTSONS for the costs described in this Section of the Agreement, except for the cost to acquire the following properties:
- Tax Lots 1500 and 1600 – 1S 3E 14AB (which are portions of the Troutner property);
 - Tax Lot 1800 – 1S 3E 14AB (the Leong property);
 - Tax Lots 2300 and 2400 – 1S 3E 14AB (which are portions of the Leathers property);
 - Tax Lots 2100 and 2300 - 1S 3E 14AA (which collectively comprise the Paul property).
- b. COUNTY shall reimburse such costs in the following manner:
- i. COUNTY shall review and approve invoices and earned value reports submitted by ALBERTSONS. If the COUNTY disapproves any portion of an invoice submitted by ALBERTSONS, it shall do so in writing to the project manager within thirty (30) days of receipt thereof.
- ii. COUNTY shall reimburse approved costs within sixty (60) days of receipt of invoice. COUNTY may defer payment on approved costs until the earlier of COUNTY's 1) receipt of payment from CITY as required in IGA Section 5.I.D, or 2) receipt of proceeds from the COUNTY's sale of certificates of participation or other suitable financing vehicles. COUNTY shall use reasonable best efforts to 1) conclude such sale by July 1, 2000, and 2) upon receipt of fully approved plans, specifications, schedules and estimates from ALBERTSONS as required under Section II .P., undertake construction of the PROJECT IMPROVEMENTS by July 15, 2000. COUNTY and ALBERTSONS agree that such best efforts are subject to many contingencies, including but not limited to any one of the following:
1. The failure to receive any responsive bids,
 2. The failure to receive any responsible bids, or
 3. All bids received exceed the County Engineer's estimate by 20%.

The maximum aggregate amount of reimbursement by COUNTY under this Section shall correspond to the figures shown on Exhibit B, except for any change orders approved pursuant to Section IV of this Agreement

Pay the actual costs for work ordered by the COUNTY prior to the execution date of this agreement as follows:

<u>Work Performed</u>	<u>Section</u>	<u>Maximum Amount</u>
1. Preliminary roadway traffic analysis	II.E.2.a	\$4200.00
2. Design and Construction schedule	II.A.2.o	\$3180.00

No other costs incurred by Albertsons prior to the date of execution of this agreement will be reimbursable.

IV. ADDITIONAL TERMS AND CONDITIONS:

- A. REMEDIES.** In addition to any other remedies specifically set forth herein, each party shall have all available remedies at law or in equity to recover damages and compel performance of the other party pursuant to this Agreement.
- B. ACCESS TO RECORDS.** ALBERTSONS shall maintain fiscal records and all other records pertinent to this Agreement. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for at least three years following final payment. COUNTY's authorized representatives shall have the right to access to all of ALBERTSONS' books, documents, papers and records related to this Agreement for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. COUNTY shall reimburse ALBERTSONS for ALBERTSONS' cost of preparing copies.
- C. OWNERSHIP OF WORK.** All work products created by ALBERTSONS as part of ALBERTSONS' performance of this Agreement shall, upon full payment by COUNTY, become the exclusive property of COUNTY. If any such work products contain intellectual property of ALBERTSONS that is or could be protected by federal copyright, patent, or trademark laws, ALBERTSONS hereby grants COUNTY a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. COUNTY shall have no rights in any pre-existing work product of ALBERTSONS provided to COUNTY by ALBERTSONS in the performance of this Agreement except to copy, use and re-use any such work product for COUNTY use only. If this Agreement is terminated prior to completion, and the COUNTY is not in default, COUNTY, in addition to any other rights provided by this Agreement, may require ALBERTSONS to transfer and deliver all partially completed work products, reports or documentation that ALBERTSONS has specifically developed or specifically acquired for the performance of this Agreement.

D. COMPLIANCE WITH APPLICABLE LAW. To the extent ALBERTSONS obligations hereunder are governed by them, ALBERTSONS shall comply with all federal, state, and local laws applicable to the work under this Agreement, and all regulations and administrative rules established pursuant to those laws, including, without limitation ORS 279.312, 279.314, 279.316, 279.320 and 279.334. This Agreement does not obligate ALBERTSONS to comply with provisions of law that do not otherwise apply to non-public entities.

E. INDEMNITY.

(1) ALBERTSONS shall defend, hold harmless and indemnify COUNTY, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of ALBERTSONS or its officers, employees, subcontractors, or agents under this Agreement, except that, with respect to the performance of professional services, ALBERTSONS obligation to defend, hold harmless and indemnify the COUNTY shall apply only to claims, suits, or actions which have or are alleged to have resulted from or arisen out of the negligent acts and omissions of ALBERTSONS, its officers, employees, subcontractors, or agents. ALBERTSONS'S obligation to indemnify COUNTY under this Subsection, with respect to the performance of professional services, shall be discharged, as to any portions of the PROJECT, upon opening to public traffic, of that portion.

(2) Subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260, et. seq.), COUNTY shall defend, hold harmless and indemnify ALBERTSONS, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of COUNTY or its officers, employees, subcontractors, or agents under this Agreement, except that, with respect to the performance of professional services, COUNTY'S obligation to defend, hold harmless and indemnify ALBERTSONS shall apply only to claims, suits, or actions which have or are alleged to have resulted from or arisen out of the negligent acts and omissions of COUNTY, its officers, employees, subcontractors, or agents.

F. INSURANCE. ALBERTSONS shall provide insurance in accordance with Exhibit 2. The insurance which ALBERTSONS is required to maintain hereunder may be provided under a blanket policy provided such policy otherwise complies with the requirements of this Agreement. So long as ALBERTSONS has a net worth, determined in accordance with generally accepted accounting principles, in excess of \$100,000,000.00, all or any part of such insurance carried by ALBERTSONS may be provided under a program of self-insurance.

G. WAIVER. Waiver of any default under this Agreement by either party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.

- H. GOVERNING LAW.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Agreement must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
- I. SEVERABILITY.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
- J. MERGER.** This Agreement and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- K. ANTI-DISCRIMINATION CLAUSE.** ALBERTSONS shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. ALBERTSONS shall not discriminate against minority-owned, women-owned or emerging small businesses.
- L. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.
- M. SUBAGREEMENTS AND ASSIGNMENT.** With the written consent of COUNTY, which consent shall not be unreasonably withheld, ALBERTSONS may subcontract any of the work required by this Agreement or assign or transfer any of its interest in this Agreement.
- N. NO THIRD PARTY BENEFICIARIES** COUNTY and ALBERTSONS are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
- O. SUCCESSORS IN INTEREST** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
- P. EARLY TERMINATION** This Agreement may be terminated as follows:
1. COUNTY and ALBERTSONS, by mutual written agreement, may terminate this Agreement at any time.

2. Either COUNTY or ALBERTSONS may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not, within 60 days of the date of receipt of the notice, diligently undertaken action to cure the breach, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

Q. PAYMENT ON EARLY TERMINATION

1. If this Agreement is terminated under Subsection IV.Q.1.a., the COUNTY shall pay ALBERTSONS for work performed prior to the termination date to the extent such work was performed in accordance with the Agreement. COUNTY shall not, unless otherwise agreed in the termination agreement, be liable for direct, indirect or consequential damages upon such termination. Termination shall not result in a waiver of any other claim COUNTY may have against ALBERTSONS. Termination shall not result in a waiver of any other claim ALBERTSONS may have against COUNTY.
2. If this Agreement is terminated under IV.Q.1.b by ALBERTSONS due to a breach by the COUNTY, then, in addition to any remedies ALBERTSONS may have under Section IV.A, the COUNTY shall pay ALBERTSONS for work performed prior to the termination date to the extent that such work was performed in accordance with the Agreement.
3. If this Agreement is terminated under IV.Q.1.b by COUNTY due to a breach by ALBERTSONS, then the COUNTY shall pay ALBERTSONS for work performed prior to the termination date to the extent that such work was performed in accordance with the Agreement. In addition to any remedies COUNTY may have under Section IV.A, the COUNTY shall be entitled to a setoff against such payment.

R. TERM The term of this Agreement shall commence upon execution as evidenced by the date of the final official binding signature below and shall continue until COUNTY authorizes final payment for the PROJECT and each jurisdiction with road authority over a portion of the PROJECT accepts such portion of the PROJECT IMPROVEMENTS for public maintenance.

S. NOTICE: All notices between the parties shall be effective upon delivery to the designated project managers in writing, personal delivery, facsimile or email with written verification of receipt.

T. FORCE MAJEURE. COUNTY and ALBERTSONS will each comply with the time periods set forth in this Agreement; provided, however, that said periods shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts,

fire or other casualty, the elements or acts of God, refusal or failure of governmental authorities to grant necessary permits and approvals for the construction of the buildings contemplated hereunder (the parties agreeing to use reasonable diligence to procure the same), or other causes, other than financial, beyond their reasonable control.

- U. CHANGE ORDERS** Any change order to the Project must be submitted to ALBERTSONS and COUNTY using Multnomah County Services Contract Amendment form attached as Exhibit C and shall be subject to prior written approval or disapproval (with reasons specified) by ALBERTSONS' Project Manager and COUNTY's Project Manager. Before any work requiring approval of a change order is commenced, sufficient information shall be sent to ALBERTSONS and COUNTY to enable ALBERTSONS and COUNTY to make a reasonable decision as to the proposal. Neither Party shall have the right to unreasonably withhold, condition or delay its approval to the proposed change order. Each Party must approve or disapprove the proposed change order within thirty (30) days after receipt of the proposal, and, if such Party disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproval. If a Party rejects or disapproves the proposed change order and fails to provide such explanation within the thirty (30) day period, such Party shall be deemed to have approved the same provided that, when the approval was sought, the proposed change order stated in writing that, if a disapproval with explanation was not made within the thirty (30) day period, approval would then be deemed to have been given. If the proposed change order is disapproved as provided herein, then a revised change order may be submitted, which revised change order shall be handled in the same manner as the initial proposal.

PARTIES SIGNATURES:

ALBERTSON'S, INC.,
A Delaware corporation

By: _____
C. Lee Mumford
Vice President, Real Estate Law

Date: _____

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

By:  _____
Beverly Stein, Chair

Date: November 4, 1999

REVIEWED

**THOMAS SPONSLER, County Counsel
For Multnomah County, Oregon**

By:  _____
Deputy County Counsel

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # R-12 DATE 11/4/99
DEB BOGSTAD
BOARD CLERK

Project Agreement No: 5510
Effective Date: _____

EXHIBIT "A"

To improve a portion of the following described street(s) situated in:

Section 14, T.1S., R.3E., W.M.

SE Palmquist Road, SE Orient Drive, SE 257th Avenue, US Highway 26, SE 14th Street.

The PROJECT IMPROVEMENTS consist of the following:

1. Relocation of the Leather's Oil, Troutner, and Leong businesses as approved in the City of Gresham, and dedication of all right-of-way necessary to complete the remainder of the PROJECT IMPROVEMENTS excluding that which is the responsibility of the COUNTY and the CITY.
2. Realignment, reconstruction, and construction of SE Palmquist Road, SE Orient Drive, SE 257th Avenue, and SE 14th Street, all as the City of Gresham's approval of Future Streets Plan No. FSP 98-129-AC, including those improvements necessarily incidental thereto, as follows:
3. Construction/installation of curbs, sidewalks, lighting, drainage facilities, medians, driveway approaches, striping and landscaping according to plans.
4. Relocation of all utilities necessary for construction of PROJECT.
5. Modification of the signal at the intersection of US Highway 26 and SE Palmquist Road according to plans.
6. Installation of a signal at the intersection of SE 257th Avenue and SE 11th Street according to plans.
7. Installation of a signal at the intersection of SE Palmquist Road, SE 257th Avenue and SE Orient Drive according to plans.

Wresham Albertsons - Offsite Improvements

EE SCHEDULE

prepared by WRG Design

October 13, 1999

ASK 1: NOT IN CONTRACT

ASK 2: PRELIMINARY DESIGN/ PROJECT MANAGEMENT (WRG)

Task	Principal \$110/hr	Project Manager \$90/hr	Landscape Arch. \$85/hr	Designer \$65/hr	Tech \$55/hr	Admin. \$40/hr	Survey Crew \$105/hr	Project Surveyor \$65/hr
Project Manager		12	60					
Bi-weekly Team Meetings/Team Coordination		4	60	18	40	40		
Prepare and Distribute Meeting Minutes			30				16	
Hold Review Meetings (4 in all)			20					
Prepare and Distribute Meeting Minutes			4					
Submit Earned Value Report - Monthly			50			4		
Prepare and Distribute Project Schedule - Monthly Updates			30				12	
Make Presentations at 2 public meetings (includes Palmquist)		4	16				12	
Additional Field Survey for Boundary Resolution								
Resolve Boundary for Legal Descriptions			2				8	8
Confirm adequacy of Mult Co design & confirm any Adjustments			20	20				40
Prepare Conceptual Staging Plan		4	20	20				
Coordinate with Team		6	80	40		40		
Review County Estimate			6	26				
Size major construction items (cost estimate)		4	16	26				
Submit 6 copies of phasing plan, schedule, and cost estimate			4	12		4		
Prepare Grading and Erosion Control Plans		2	4	20				
Earthwork Calculations				15				
Templates to determine impacts to abutting properties				5				
Cross sections at 10 m, sub grade, finish grade and utilities			3	40				
Special Sections and profiles at each driveway and approach road			2	20				
Perform roadwork design and engineering for road section		2	8	40				
Prepare storm drainage calcs and system layout (through Leongs)			8	24				
Storm Drainage Study to Combine 2 systems in Palmquist (topo by Mult Co)			2	16				
Summarize chosen alternate in report				4				
Perform analysis for peak flows and design storms			1	8				
Perform water quality analysis			2	20				
Submit 6 copies of the report to County			1	1		2		
Landscape								
Team Meetings (3)		4	18					
Conceptual Streetscape Plan			8	18				
Color Rendering (1)			16	8				
Task 2 Totals	\$4,620	\$42,750	\$4,080	\$25,545	\$0	\$5,160	\$840	\$3,120

TOTAL NOT TO EXCEED UNLESS APPROVED BY CHANGE ORDER

EXHIBIT B
PAGE 1 OF 4

\$88,115

ASK 3A: 50% CONSTRUCTION DOCUMENTS (WRG)

	Task	Principal \$110/hr	Project Manager \$90/hr	Landscape Arch. \$85/hr	Designer \$65/hr	Tech \$55/hr	Admin. \$40/hr	Survey Crew \$105/hr	Project Surveyor \$65/hr
ivil									
revise Conceptual Package from County/State/City comments	II N 2 a	6	20		30				
prepare 50% complete submittal in metric	II N 2 b,d		20		190				
revise schedule and cost estimate	II N 2 c	2	12		10				
submit 6 copies of 50% submittal to County	II N 2 f		4		12		4		
coordinate with Public Utilities	II N 2 g		20		30				
elicit private/public utility concerns - memo to County and City	II N 2 h		12						
manage and coordinate utility relocation	II L 1 a		60		40				
hold 1 Utility Coordination during detailed design phase	II L 1 b		8		8				
provide County copies of letters notifying utility companies	II L 1 c		4				2		
provide County copies of correspondence with utility companies	II L 1 d		4				2		
prepare and distribute utility meeting minutes to County	II L 1 e		4				2		
Task 3A Totals		\$880	\$15,120	\$0	\$20,800	\$0	\$400	\$0	\$0

TOTAL NOT TO EXCEED UNLESS APPROVED BY CHANGE ORDER

ASK 3B: 90% CONSTRUCTION DOCUMENTS (WRG)

	Task	Principal \$110/hr	Project Manager \$90/hr	Landscape Arch. \$85/hr	Designer \$65/hr	Tech \$55/hr	Admin. \$40/hr	Survey Crew \$105/hr	Project Surveyor \$65/hr
ivil									
revise Construction Package from County/State/City comments	II O 2 a		20		40				
prepare 90% complete submittal in metric	II O 2 b		10		280				
prepare ODOT cost estimate and prepare specifications	II O 2 c		12		18				
revise earthwork calculations	II O 2 d				20				
revise Storm and Water Quality plans	II O 2 e		6		35				
prepare detailed landscape plans	II O 2 f			4	18	24			
revise construction cost estimate and schedule	II O 2 h		6		8				
grading and Construction Specifications	II O 2 i		8		12				
submit 6 copies of 90% submittal to County	II O 2 j		3		4		4		
Task 3B Totals		\$0	\$5,670	\$340	\$28,145	\$1,320	\$160	\$0	\$0

TOTAL NOT TO EXCEED UNLESS APPROVED BY CHANGE ORDER

ASK 3C: 100% CONSTRUCTION DOCUMENTS (WRG)

	Task	Principal \$110/hr	Project Manager \$90/hr	Landscape Arch. \$85/hr	Designer \$65/hr	Tech \$55/hr	Admin. \$40/hr	Survey Crew \$105/hr	Project Surveyor \$65/hr
ivil									
revise 90% Package from County/State/City comments	II P 1 a	2	6		40				
prepare final earthwork calculations, grading and erosion plans	II P 1 b	2	6		40				
prepare final plans, specifications, schedules, and estimates	II P 1 c	2	8		80				
prepare designer's construction schedule and construction cost estimate	II P 1 d		8		24				
provide 6 copies of all materials to County	II P 1 e,f		4		12		4		
provide one set of bidding and construction plans on Mylar	II P 1 g		4		18		4		

Provide on copy on AutoCad 14	II P 1 h				2				
Editing and Construction Specifications	II O 2 i		4		12				
Submit 8 copies of 93% submittal to County	II O 2 j		4		12		4		
Task 3C Totals		\$660	\$3,960	\$0	\$15,600	\$0	\$480	\$0	\$0

\$20,700

TOTAL NOT TO EXCEED UNLESS APPROVED BY CHANGE ORDER

ASK 4: CONSTRUCTION ADMINISTRATION (WRG)	Task	Principal \$110/hr	Project Manager \$90/hr	Landscape Arch \$85/hr	Designer \$65/hr	Tech \$55/hr	Admin. \$40/hr	Survey Crew \$105/hr	Project Surveyor \$65/hr
iv/i									
tend one pre bid meeting with County	II Q 2 a		4		4				
espond to questions from bidders as requested by County	II Q 2 b		4		4				
repare bid agenda as necessary and as requested by County	II Q 2 c		6		4		2		
rovide assistance to County, City, and State as necessary	II R 2 a		20		20		5		
tend pre construction conference with County	II R 2 b		4		4				
rovide 8 periodic site visits (4hrs/visit)	II R 2 c		32						
andscape									
Courtesy Site Observations (8)	II R 2 e			24					
Final Walk-through	II R 2 g			4					
Task 3A Totals		\$0	\$6,300	\$2,380	\$2,340	\$0	\$280	\$0	\$0

\$11,300

TOTAL NOT TO EXCEED UNLESS APPROVED BY CHANGE ORDER

ASK 5: VACATIONS AND DEDICATIONS (WRG)

Coordination

Legal Descriptions

II M 2 d I	15								
II M 2 d I	60								
Task 5 Totals		\$0	\$6,840	\$0	\$0	\$0	\$0	\$0	\$0

\$6,840

WRG TOTAL \$197,790

TOTAL NOT TO EXCEED UNLESS APPROVED BY CHANGE ORDER

WRG FEE BASED UPON MULTNOMAH COUNTY CONTRACT FAXED ON OCTOBER 26, 1999

ASK 6: SUBCONSULTANT - TRAFFIC (ATEP)

Task 6 Totals

\$23,785

ASK 7: SUBCONSULTANT - RIGHT OF WAY ASSOCIATES (RWA)

RWA SCOPE IS BASED UPON ACQUISITION OF 9 PARCELS

Task 7 Totals

Multnomah County to secure property not included in RWA 9 parcels including property transfers between ODOT, Gresham, Muft Co., and Albertsons

\$38,000

TOTAL NOT TO EXCEED UNLESS APPROVED BY CHANGE ORDER		
ASK 8.1: SUBCONSULTANT - PACIFIC HABITAT SERVICES (PHS)		
IOLOGICAL ASSESSMENT	MCO CONTRACT II 1 f	
Task 8.1 Totals		
	PHS TOTAL	\$3,500
TOTAL NOT TO EXCEED UNLESS APPROVED BY CHANGE ORDER		
ASK 8.2: SUBCONSULTANT - PACIFIC HABITAT SERVICES (PHS)		
WETLAND ASSESSMENT AND MITIGATION PLAN	MCO CONTRACT II 1 g	
Task 8.2 Totals		
	PHS TOTAL	\$5,500
TOTAL NOT TO EXCEED UNLESS APPROVED BY CHANGE ORDER		
ASK 9.1: SUBCONSULTANT - AGRA EARTH AND ENVIRONMENTAL (AGRA)		
ENGINEERING SERVICES (CONTRACTED DIRECTLY WITH ALBERTSON'S)		
Task 9.1 Totals		
	AGRA TOTAL	\$9,188
TOTAL NOT TO EXCEED UNLESS APPROVED BY CHANGE ORDER		
ASK 9.2: SUBCONSULTANT - AGRA EARTH AND ENVIRONMENTAL (AGRA)		
ENVIRONMENTAL SERVICES FOR SELLERS (CONTRACTED DIRECTLY WITH ALBERTSON'S)		
Task 9.2 Totals		
	AGRA TOTAL	\$11,500
TOTAL NOT TO EXCEED UNLESS APPROVED BY CHANGE ORDER		
PROJECT REIMBURSABLES NOT TO EXCEED UNLESS APPROVED BY CHANGE ORDER		
Project Total - Labor		\$289,263
Reimbursables		
Reproduction		\$6,500
Mileage		\$1,400
Shipping/Courier		\$750
Misc.		\$1,500
Project Total - Reimb.		\$10,150
Project Total Design Costs		\$299,413
Budget for Land Costs for Right of Way Acquisition		
SEE ATTACHED SCHEDULE		
TOTAL		\$167,500
GRAND TOTAL		\$466,913

EXHIBIT "C"

MULTNOMAH COUNTY SERVICES CONTRACT AMENDMENT _____ (Amendment to Change Contract Provisions During Contract Term)

CONTRACT NO. _____

This is an amendment to Multnomah County Contract No. _____ effective _____
between Multnomah County, hereinafter referred to as County, and _____
hereinafter referred to as Contractor.

The parties agree:

1. The following changes are made to Contract No. _____:
2. All other terms and conditions of the contract shall remain the same.

V. CONTRACTOR DATA AND SIGNATURE

Contractor Address: _____
Federal Tax ID# or Social Security: _____
Is Contractor a Nonresident alien? _____ Yes _____ No
Business Designation (check one): _____ Sole Proprietorship _____ Partnership
_____ Corporation-for profit _____ Corporation-Non-profit
_____ Other [describe here: _____]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract Amendment including the attached Exhibit. I understand the Contract Amendment and agree to be bound by its terms.

Signature

Title

Name (please print)

Date

MULTNOMAH COUNTY SIGNATURE

(This contract is not binding on the County until signed by the Chair or the Chair's designee)

County Chair or Designee

Date

Department and County Counsel Approval and Review

Approved: _____

Department Manager or Designee

Date

Reviewed: _____

Assistant County Counsel

Date




MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1600 SE 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Larry F. Nicholas, DES Director
John Dorst, Engineering Services Administrator

TODAY'S DATE: October 27, 1999

REQUESTED PLACEMENT DATE: November 4, 1999

RE: Resolution authorizing legal counsel to obtain immediate possession of Property Necessary for the Reconstruction at SE Orient Drive and SE 257th Avenue.

I. Recommendation/Action Requested:

Recommend action to authorize Legal Counsel to Obtain Immediate Possession of Property Necessary for Reconstruction at SE Orient Drive and SE 257th Avenue. This is necessary to determine the type and the amount of contamination on this property. Timing of this investigation and remediation directly affects the road reconstruction project schedule, since the remediation is included in the road project.

II. Background/Analysis:

Multnomah County has entered into and completed negotiations with the City of Gresham and Albertson's Inc. for a cooperative project to improve the intersection and adjacent roads. These negotiations resulted in an Intergovernmental Agreement between Multnomah County and the City of Gresham which was signed on April 22, 1999 and a Project Agreement between Albertson's, Inc. and Multnomah County which is being approved by the Board today. Acquisition of the property was delayed while these agreements were negotiated.

It is now necessary to acquire the property so the project may begin construction. Immediate possession of the property is necessary because preliminary tests indicate that the property is contaminated with petroleum products. The extent of the contamination is unknown. Because of the contamination, additional testing, evaluation and environmental remediation will be required to be done before commencement of construction of the project. Project construction is expected to begin in the summer of 2000.

III. Financial Impact:

Through the IGA with the City of Gresham, costs for acquisition, site assessment, and any required clean up of the property shall be divided equally between City of Gresham and Multnomah County. The initial site assessment is expected to cost \$11,500.00. The County's share of the financial impact is to the County road fund.

IV. Legal Issues:

None. Immediate possession is authorized by ORS Chapter 35.

V. Controversial Issues:

As in any condemnation proceeding, the property owner in this case is hesitant to accept a binding offer for sale of the parcel. If ODOT is unable to reach a negotiated settlement for sale, condemnation proceedings will be necessary.

VI. Link to Current County Policies:

The reconstruction of SE Orient Drive at SE 257th Avenue is a component of the Multnomah County Transportation Capital Improvement Program and Plan. The construction of this intersection is vital to the reconstruction in this vicinity of SE Orient Drive, SE 257th Avenue and SE Palmquist Road, near US 26.

VII. Citizen Participation:

A public review process was conducted by the Transportation Division prior to final design of this project.

VIII. Other Government Participation:

Through the IGA with the City of Gresham, costs for acquisition, site assessment, and any required clean up of the property shall be divided equally between City of Gresham and Multnomah County.

JRRJ2897-2.DOC

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-221

Authorizing Legal Counsel to Obtain Immediate Possession of Property Necessary for Reconstruction at SE Orient Drive and SE 257th Avenue

The Multnomah County Board of Commissioners finds:

- a. On February 12, 1998 the Board adopted Resolution No. 98-17 which authorized condemnation and immediate possession by Multnomah County of the real property described in Exhibit 1 attached hereto (the property) for reconstruction of SE Orient Drive at the intersection of SE 257th Avenue.
- b. When Resolution 98-17 was adopted, the project the improvements to the intersection of SE Orient Drive and SE 257th Avenue were to be constructed as a county road project unrelated to any other improvements in the area.
- c. Subsequent to the adoption of Resolution No. 98-17 Multnomah County has entered into and completed negotiations with the City of Gresham and Albertson's Inc. for a cooperative project to improve the intersection and adjacent roads. These negotiations resulted in an Intergovernmental Agreement between Multnomah County and the City of Gresham which was signed on April 22, 1999 and a Project Agreement between Albertson's, Inc. and Multnomah County which is being approved by the Board today. Acquisition of the property was delayed while these agreements were negotiated.
- d. It is now necessary to acquire the property so the project may begin construction. Immediate possession of the property is necessary because preliminary tests indicate that the property is contaminated with petroleum products. The extent of the contamination is unknown. Because of the contamination, additional testing, evaluation and environmental remediation will be required to be done before commencement of construction of the project. Project construction is expected to begin in the summer of 2000.

The Multnomah County Board of Commissioners resolves:

1. It is necessary to acquire immediate possession of the property to allow additional testing, evaluation and environmental remediation to occur as soon as possible so that construction of the improvements at the intersection of SE Orient Drive at SE 257th can proceed and be completed on schedule and within budgetary limitations.
2. In the event that no satisfactory agreement can be reached with the owners of the property as to the purchase price or early possession of the property legal counsel is hereby authorized and directed to obtain possession of the property at the earliest possible date.
3. There is hereby authorized the creation of a fund in the amount of the estimate of just compensation for each such property, which shall, upon obtaining possession of each such property, be deposited with the Clerk of the Court wherein the action was commenced for the use of the defendants in the action, and the Director of the Finance Division is authorized to draw a warrant on the Road Fund of the County in such sum for deposit.

Dated this 4th day of November, 1999.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 

John Thomas, Assistant County Counsel

WARREN G. ZANDELL

Exhibit 1

S.E. ORIENT DRIVE
S.E. Corner at S.E 257th Avenue
Item No. 97-38
April 3, 1997

DESCRIPTION (FEE SIMPLE)

All of that certain tract of land conveyed to Warren G. Zandell, by a deed recorded on July 21, 1987, in Book 2026, Page 226, Multnomah County Deed Records, more particularly described as follows:

"A parcel of land lying in the Northeast quarter of Section 14, Township 1 South, Range 3 East, of the Willamette Meridian, in the City of Gresham, County of Multnomah and State of Oregon, more particularly described as follows: BEING all of that portion of a certain 0.34 acre tract described in deed recorded December 31, 1907, in Book 404, page 453, Deed Records, which lies southwesterly of the southwesterly side line of the right-of-way of the Mt. Hood Division of the Portland Railway Light and Power Company, which said southwesterly side line of said right-of-way is 42 feet distant from and parallel with the center line of Rollway Tract, EXCEPT a 60 foot right-of-way adjoining and paralleling Portland Railway Light and Power Company's right-of-way deeded to Multnomah County, Oregon, or to the State of Oregon for road purposes as a part of Mt. Hood Loop Highway, said tract of land being bounded on the North and East by the Mt. Hood Loop Highway, on the South by the Palmquist Road and on the West by Kane Road."

Containing 2,178 square feet, more or less.

As shown on attached EXHIBIT "A", herein made a part of this description.



(KANE RD.) S.E. 257TH AVE.

(KANE RD.)

S.E.

12TH

OLVERA

PLS

S.E. 3
(MT. HOOD LOOP)

FEE SIMPLE

RD. ORIENT
109/

1/16 COR.

S.E. PALMQUIST RD.

DR.

EXHIBIT "A"