



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Ted Wheeler, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

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

Maria Rojo de Steffey, Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district1@co.multnomah.or.us

Jeff Cogen, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district2@co.multnomah.or.us

Lisa Naito, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district3@co.multnomah.or.us

Lonnie Roberts, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: lonnie.j.roberts@co.multnomah.or.us

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SEPTEMBER 23 & 25, 2008 BOARD MEETINGS FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:00 a.m. Tuesday Executive Session
Pg 3	9:30 a.m. Thursday Public Comment
Pg 3	9:40 a.m. Thursday Resolution Adopting the "Local Government Green Jobs Pledge"
Pg 3	9:50 a.m. Thursday Proclaiming Board Recognition of the Document, "Making the Invisible Visible"
Pg 4	10:30 a.m. Thursday Briefing on Multnomah County Reserves Citizen Advisory Committee Recommendation
Pg 4	10:45 a.m. Thursday Overview of Oregon Property Tax System Under Measure 5 and Measure 50
Pg 4	11:25 a.m. Thursday Resolution Receiving the Report of the Library Funding Task Force

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

Saturday, 10:00 AM, Channel 29

Sunday, 11:00 AM, Channel 30

Tuesday, 8:15 PM, Channel 29

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Tuesday, September 23, 2008 - 9:00 AM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

IF NEEDED EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(d),(e) and/or (h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by County Attorney Agnes Sowle. 15-55 MINUTES REQUESTED.
-

Thursday, September 25, 2008 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM **DEPARTMENT OF COUNTY HUMAN SERVICES**

- C-1 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

SHERIFF'S OFFICE

- C-2 Intergovernmental Revenue Agreement 0809073 with METRO to Provide General Investigative Police Services for Enforcement of METRO Ordinances

DEPARTMENT OF COMMUNITY SERVICES

- C-3 Intergovernmental Expenditure Agreement 4600007446 with the City of Portland, Continuing Compliance with Existing Federal and State National Pollution Discharge Elimination System (NPDES) Rules and Regulations and MS4 Stormwater Permit

REGULAR AGENDA
PUBLIC COMMENT - 9:30 AM

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

NON-DEPARTMENTAL - 9:30 AM

- R-1 Appointment of Kathryn Kerns and Henry Li to the Multnomah County Library Advisory Board
- R-2 Budget Modification NOND-02 Appropriating \$52,076 of County General Fund Contingency to Fund Fiscal Year 2009 Salary Commission Recommendations for the Board of County Commissioners
- R-3 Retroactive Budget Modification NOND-03 Increasing the Transient Lodging Tax Pass-Through Payment to Reflect Higher Revenue Collections in Fiscal Year 2008

DEPARTMENT OF COUNTY MANAGEMENT - 9:40 AM

- R-4 RESOLUTION Adopting the "Local Government Green Jobs Pledge"

NON-DEPARTMENTAL - 9:50 AM

- R-5 PROCLAMATION Proclaiming Board Recognition of the Document, "Making the Invisible Visible" Created by Portland's Native American Community, and Celebration of its Unveiling at Portland's "Dancing in the Square: American Indian Day and Celebration" on September 26, 2008, in Multnomah County, Oregon. Presented by Roy Sampsel and Rey Espana. 20 MINUTES REQUESTED.

SHERIFF'S OFFICE - 10:10 AM

- R-6 Intergovernmental Revenue Agreement 0809077 with the Regional Organized Crime and Narcotics Task Force (ROCN) for the Sheriff's Office to Provide a Sheriff's Law Enforcement Captain to ROCN
- R-7 Budget Modification MCSO-01 Appropriating \$137,736 in Regional Organized Crime Narcotics Task Force (ROCN) Contract Funding

COUNTY ATTORNEY'S OFFICE – 10:20 AM

- R-8 First Reading and Possible Adoption of a Proposed ORDINANCE Amending Special Ordinances 1106 and 1115 to Extend Time for Disposition of Tax Foreclosed Property, and Declaring an Emergency

DEPARTMENT OF COMMUNITY SERVICES – 10:25 AM

- R-9 Amendment No. 2 to Intergovernmental Expenditure Agreement 4600006301 with the City of Portland, for Traffic Studies for the Sellwood Bridge Rehabilitation or Replacement Project
- R-10 Budget Modification DCS-03 Transferring 1.0 FTE from the Information Technology Division to the Road Services Division and Adjusting Expenditures between Funds
- R-11 First Reading and Possible Adoption of an ORDINANCE Amending County Land Use Code, Plans and Maps to Adopt Troutdale's Recent Land Use Code, Plan and Map Revisions Related to Industrial Zoning, Stormwater Management and Public Utilities in Compliance with Metro's Functional Plan, and Declaring an Emergency
- R-12 Briefing on Multnomah County Reserves Citizen Advisory Committee Recommendation – Study Areas Map. Presented by Chuck Beasley. 10 MINUTES REQUESTED.

DEPARTMENT OF COUNTY MANAGEMENT – 10:45 AM

- R-13 Overview of Oregon Property Tax System Under Measure 5 and Measure 50. Presented by Mark Campbell. 45 MINUTES REQUESTED.

DEPARTMENT OF LIBRARY SERVICES – 11:30 AM

- R-14 RESOLUTION Receiving the Report of the Library Funding Task Force

BOARD COMMENT

Opportunity (as time allows) for Commissioners to provide informational comments to Board and public on non-agenda items of interest or to discuss legislative issues.



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
501 S.E. HAWTHORNE BLVD., Room 600
PORTLAND, OREGON 97204
(503) 988-5217

LISA NAITO • DISTRICT 3 COMMISSIONER

MEMORANDUM

TO: Chair Ted Wheeler
Commissioner Maria Rojo de Steffey
Commissioner Jeff Cogen
Commissioner Lonnie Roberts
Board Clerk Deb Bogstad

FROM: Keith Falkenberg
Staff to Commissioner Lisa Naito

DATE: September 11, 2008

RE: Commissioner Naito will miss the executive session and board meeting
September 23rd and 25th, 2008

Commissioner Naito will be out of town the week of September 22, 2008. She will be leading a tour of model sites for jail reentry.

Thank you,
Keith Falkenberg



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only	
Meeting Date:	<u>09/23/08</u>
Agenda Item #:	<u>E-1</u>
Est. Start Time:	<u>9:00 AM</u>
Date Submitted:	<u>09/17/08</u>

Agenda Title: Executive Session Pursuant to ORS 192.660(2)(d),(e)and/or(h)

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

Requested Meeting Date:	<u>September 23, 2008</u>	Amount of Time Needed:	<u>15-55 minutes</u>
Department:	<u>Non-Departmental</u>	Division:	<u>County Attorney</u>
Contact(s):	<u>Agnes Sowle</u>		
Phone:	<u>503 988-3138</u>	Ext.	<u>83138</u>
		I/O Address:	<u>503/500</u>
Presenter(s):	<u>Agnes Sowle and Invited Others</u>		

General Information

- 1. What action are you requesting from the Board?**
 No final decision will be made in the Executive Session.
- 2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**
 Only representatives of the news media and designated staff are allowed to attend. Representatives of the news media and all other attendees are specifically directed not to disclose information that is the subject of the Executive Session.
- 3. Explain the fiscal impact (current year and ongoing).**
- 4. Explain any legal and/or policy issues involved.**
 ORS 192.660(2)(d),(e)and/or(h)
- 5. Explain any citizen and/or other government participation that has or will take place.**

Required Signature

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

Date: 09/17/08



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 09/25/08
Agenda Item #: C-1
Est. Start Time: 9:30 AM
Date Submitted: 09/15/08

Agenda Title: **ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody**

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

Requested Meeting Date: September 25, 2008 **Amount of Time Needed:** N/A
Department: DCHS **Division:** MHASD
Contact(s): Jean Dentinger/Karen Zarosinski
Phone: (503) 988-5464 **Ext.** 27297 **I/O Address:** 167/1/520
Presenter(s): Consent Calendar

General Information

1. What action are you requesting from the Board?

Requesting adoption of order and approval of designees. The Mental Health and Addiction Services Division is recommending approval of the designees in the accordance with ORS 426.215.

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

Outpatient mental health agencies depend upon certain staff having the ability to assess clients for "Director Designee Custody". This certification allows the designee to direct a police officer or secure transportation provider to take into custody any individual with mental health issues who is found to be dangerous to self or to others. Police then transport the individual to a hospital or other approved treatment facility for further evaluation. As agencies experience staffing turnover or increases, new staff needs to be trained and certified as designees.

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

None.

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

In accordance with ORS 426.215.

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

None.

Required Signature

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



Handwritten signature of Joanne Fuller in cursive script.

Date: 09/15/08

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. _____

Authorizing a Designee of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

The Multnomah County Board of Commissioners Finds:

- a) If authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment of mental illness.
- b) There is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody.
- c) The designee listed below has been specifically recommended by the Mental Health Program Director and meets the standards established by the Mental Health Division.

The Multnomah County Board of Commissioners Orders:

1. The individual listed below is authorized as a designee of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness.
2. Added to the list of designees are:
Eris Pursley
Don Booth
Lan Huynh

ADOPTED this 25th day of September, 2008.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLES, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

BY: 

Patrick Henry, Assistant County Attorney

SUBMITTED BY:

Joanne Fuller, Director, Dept. of County Human Services

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 08-128

Authorizing a Designee of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

The Multnomah County Board of Commissioners Finds:

- a) If authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment of mental illness.
- b) There is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody.
- c) The designee listed below has been specifically recommended by the Mental Health Program Director and meets the standards established by the Mental Health Division.

The Multnomah County Board of Commissioners Orders:

1. The individual listed below is authorized as a designee of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness.
2. Added to the list of designees are:
Eris Pursley
Don Booth
Lan Huynh

ADOPTED this 25th day of September, 2008.



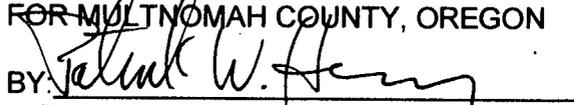
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Ted Wheeler, Chair

REVIEWED:

AGNES SOWLES, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

BY: 

Patrick Henry, Assistant County Attorney

SUBMITTED BY:
Joanne Fuller, Director, Dept. of County Human Services



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 09/25/08
Agenda Item #: C-2
Est. Start Time: 9:30 AM
Date Submitted: 09/12/08

Agenda Title: **Intergovernmental Revenue Agreement 0809073 with METRO to Provide General Investigative Police Services for Enforcement of METRO Ordinances**

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

Requested Meeting Date: September 25, 2008 **Amount of Time Needed:** N/A
Department: Sheriff's Office **Division:** Enforcement
Contact(s): Brad Lynch
Phone: 503-988-4336 **Ext.** 84336 **I/O Address:** 503/350
Presenter(s): Consent Calendar

General Information

1. What action are you requesting from the Board?

Approval of government contract 0809073.

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

Under the terms of this agreement the County, through the Sheriff's Office agrees to provide general investigative police service to METRO for enforcement of METRO ordinances, including those related to flow control and solid waste management. One FTE deputy sheriff shall be assigned to provide the investigative services. The agreement is effective July 1, 2008 through June 30, 2009.

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

Metro agrees to compensate the Sheriff's Office for providing this service in an amount not to exceed \$121,049.00. This revenue has been anticipated and is part of the FY 09 budget.

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

This agreement has been reviewed by the County Attorney's office.

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

None other than stated above.

Required Signature

Elected Official: /s/ Bob Skipper **Date:** 09/10/08

LYNCH Brad B

From: WEBER Jacquie A [jacquie.a.weber@co.multnomah.or.us]
Sent: Wednesday, September 03, 2008 11:20 AM
To: LYNCH Brad B
Cc: DUNAWAY Susan M
Subject: RE: Contract Review Request - Metro Investigative Services

this IGA may be circulated for signature.

From: LYNCH Brad B [mailto:brad.lynch@mcso.us]
Sent: Thursday, August 28, 2008 2:11 PM
To: WEBER Jacquie A
Cc: DUNAWAY Susan M
Subject: Contract Review Request - Metro Investigative Services

Jacquie, I've attached the APR, CAF, and IGA with Metro for investigative services for FY09. If it seems like we've done this one before, we have. The previous IGA Metro sent us was circulated for signatures, Board approved and sent back to Metro for their signatures on July 24. This week Metro discovered that they had used a previous year's version of the IGA rather than their latest version. So they want a re-do. -Brad

Brad Lynch

Multnomah County Sheriff's Office
Fiscal Unit
501 SE Hawthorne Blvd, STE 350
Portland, OR 97214
Phone (503) 988-4336
Fax (503) 988-4317
email: brad.lynch@mcso.us

<http://www.mcso.us/>

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INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made under the authority found in ORS 190.010, et seq., and ORS 206.345 between MULTNOMAH COUNTY ("COUNTY") by and through the Multnomah County Sheriff's Office ("MCSO") and METRO, (collectively referred herein as "Parties").

RECITALS

WHEREAS, the COUNTY is a political subdivision of the state of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq.; and

WHEREAS, MCSO is authorized to enter into intergovernmental agreements jointly with and on behalf of the COUNTY pursuant to ORS 206.345; and

WHEREAS, METRO is an Oregon municipal corporation formed and operating under state law and the Metro Charter, and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq.; and

WHEREAS, this Agreement replaces and supercedes MCSO Contract No. 0708052 / Metro Contract No. 927966; and

WHEREAS, METRO desires to contract with the COUNTY for the performance of certain law enforcement functions to be performed by the COUNTY through MCSO; and

WHEREAS, the COUNTY is able and prepared to provide the services required by METRO under the terms and conditions set forth in this Agreement; now therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter and pursuant to the provisions of ORS chapter 190, the Parties agree to be bound as follows:

A. INVESTIGATION

1. The COUNTY shall provide general investigative law enforcement service to METRO at Metro's direction. This service shall include:
 - (a) Enforcement of the METRO code and regulations, including without limitation provisions related to flow control investigation and solid waste management;
 - (b) Random and directed surveillance of persons collecting, transporting, storing, treating, and disposing of solid and liquid waste to ensure such persons are complying with the METRO code and regulations;

- (c) Assistance with investigation, case preparation, and prosecution in cases involving offenses (including without limitation fraud, racketeering, and material breach of contract) allegedly committed by vendors, contractors, or subcontractors doing business with METRO or by facilities, firms or individuals subject to METRO ordinances and regulations;
 - (d) Investigations of suspected violations of environmental laws, rules, and ordinances; and
 - (e) Other general investigative work as requested by Metro.
2. In accordance with ORS 206.345(2), during the existence of this Agreement, the Sheriff and the Deputy Sheriff shall exercise such authority as may be vested in them by law or by terms of this Agreement, including full power and authority to cite, arrest, and take other enforcement action for violations of all METRO code provisions and regulations, including without limitation those relating to flow control and waste management.

B. PERSONNEL MATTERS

1. The COUNTY shall provide for the performance of the duties hereunder one (1) FTE deputy sheriff ("Deputy Sheriff"). For the purpose of this Agreement, one (1) FTE position means an employee who is regularly scheduled to work at least 40 hours per week performing the services required under this Agreement.
2. The Deputy Sheriff shall be certified in the Sheriff's respective disciplines by the Oregon Department of Public Safety Standards and Training.
3. For a Deputy Sheriff who has been assigned to METRO for one (1) year or longer, METRO shall pay one-half (1/2) of personnel costs for absences due to general law enforcement training. Metro shall not pay personnel costs for absences due to specialized law enforcement training that do not relate directly to the services provided under the terms of this Agreement.
4. The Deputy Sheriff shall be and remain an employee of the COUNTY. The COUNTY shall ensure that the Deputy Sheriff performs the duties in accordance with the administrative and operational procedures of MCSO.
5. METRO has the right, upon request and for cause stated, to have the Deputy Sheriff removed from assignment under this Agreement and replaced by another Deputy Sheriff, meeting the requirements of this Agreement.

6. METRO will not pay wages, salaries, or other compensation directly to the Deputy Sheriff performing services under this Agreement or for any other liability not provided for in this Agreement.
7. The COUNTY shall maintain Workers' Compensation insurance coverage for the Deputy Sheriff, either as a carrier insured employer or a self-insured employer as provided in ORS Chapter 656.
8. The collective bargaining agreement between the Deputy Sheriff and the COUNTY ("collective bargaining agreement") governs all matters related to benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment of the supervisors.
9. The collective bargaining agreement and the County personnel rules govern all labor disputes arising out of this Agreement.
10. The Deputy Sheriff may be absent from duty for various reasons, including but not limited to vacation, holidays, illness, training, leave of absence, and administrative leave in accordance with the foregoing acknowledgment:
 - (a) The COUNTY shall not be responsible for or otherwise obligated to replacing a Deputy Sheriff who is absent due to paid accrued leave, including without limitation vacation, holiday, sick, and training leave. The COUNTY shall make a good faith effort to schedule planned absences to minimize the impact on the COUNTY's ability to perform under this Agreement.
 - (b) The COUNTY may invoice METRO, and METRO shall pay, the personnel costs of a Deputy Sheriff absent on vacation or sick leave, up to a total combined annual contract year maximum of 120 hours, only if the Deputy Sheriff has been assigned to METRO for six (6) months or longer. METRO shall pay personnel costs for a Deputy Sheriff absent during the following nine (9) holidays when METRO's offices are closed:
 - (1) New Years Day;
 - (2) Martin Luther King Day;
 - (3) Washington's Birthday;
 - (4) Memorial Day;
 - (5) Independence Day;
 - (6) Labor Day;
 - (7) Veterans Day;
 - (8) Thanksgiving Day;
 - (9) Christmas Day.

C. OFFICE SPACE

METRO shall provide the Deputy Sheriff with office space and shall pay the costs for utilities, including without limitation telephone costs, at METRO's premises or at a site mutually agreed upon by the COUNTY and METRO.

D. EQUIPMENT PURCHASE, USE AND DISPOSITION

1. The Parties will purchase materials and supplies necessary for this Agreement as provided in this section. "Materials" includes items with a unit cost of \$1,000.00 or more, and "supplies" includes items with a unit cost of less than \$1,000.00.
2. METRO shall purchase all materials and supplies necessary for the performance of this Agreement.
3. METRO shall own all vehicles and equipment it purchases for this Agreement, including without limitation capital equipment. The COUNTY shall use METRO's vehicles and equipment only to perform its duties under this Agreement and shall not use them for any other purpose without authorization from METRO. The COUNTY shall assume liability for damage to any METRO vehicles or equipment while being used for non-METRO law enforcement-related purposes. Except as provided in paragraph 17, upon termination of this Agreement, the COUNTY shall return all materials and supplies to METRO.
4. Consistent with Metro Code Chapter 2.04.064, upon termination of this Agreement, METRO may grant to the COUNTY an option to purchase from METRO any or all remaining materials and supplies purchased for this Agreement at a price mutually agreed upon by the Parties, not to exceed the fair market value of the items at the times of purchase. The COUNTY agrees to give METRO notice of the COUNTY's intent to exercise this option within 60 days following termination of this Agreement.

E. CONTRACT COSTS

1. METRO shall pay the COUNTY for all costs as set forth in this Agreement. By February 1 of each year, the COUNTY shall provide METRO with a good faith projection of the cost of this Agreement for the subsequent term of the Agreement. The Parties shall agree on the amount paid by METRO for the term of the Agreement before each anniversary date of the execution of this Agreement.
2. Under this Agreement, METRO will pay the COUNTY no more than ONE HUNDRED TWENTY-ONE THOUSAND FOURTY NINE AND NO/100 DOLLARS (\$121,049.00). This amount includes all fees, costs, and expenses to which COUNTY is entitled for the term of this Agreement.

3. All costs listed on Exhibit A, which is the Budget for the Agreement prepared by METRO, are on a "not to exceed" basis. The COUNTY shall submit itemized billings to METRO no more than 15 days after the end of each quarter of the contract term, and METRO shall make payment to COUNTY within 30 days of receipt of approved billings.

F. INDEMNIFICATION AND LIABILITY

1. The COUNTY shall indemnify, defend, and hold harmless METRO, its officers, employees, and agents from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors, or omissions of the Deputy Sheriff acting pursuant to the terms of this Agreement, within the limits of the Oregon Tort Claims Act and the Oregon Constitution.
2. METRO shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors, or omissions of METRO or its assignees acting pursuant to the terms of this Agreement, within the limits of the Oregon Tort Claims Act and the Oregon Constitution.

G. DISPUTE RESOLUTION

1. If a claim, controversy, or dispute arises out of this Agreement, the complaining party shall give written notification to the other party of the nature of the claim and the remedy requested within 10 days of the incident that forms the basis of the dispute.
2. Oregon law shall govern this Agreement. The Parties shall resolve all claims, controversies, or disputes that arise out of this Agreement by arbitration in accordance with the arbitration rules of the Arbitration Service of Portland or the American Arbitration Association. The party who first initiates arbitration shall designate an arbitration service by filing a claim in accordance with the rules of the organization selected. Such arbitration shall take place in Portland, Oregon and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

H. CONTRACT ADMINISTRATION

1. The Multnomah County Sheriff or his designated representative will represent the COUNTY in all matters pertaining to administration of this Agreement.

- 2. METRO designates its Solid Waste & Recycling Department Director or the Director's designee to represent METRO in all matters pertaining to administration of this Agreement.
- 3. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Multnomah County Sheriff
 501 SE Hawthorne Blvd., Ste 350
 Portland, Oregon 97214

Solid Waste & Recycling Department
 Director
 METRO
 600 NE Grand Avenue
 Portland, Oregon 97232

I. CONTRACT TERM, MODIFICATION, AND TERMINATION

- 1. This Agreement shall be effective from January 1, 2008, through June 30, 2009, unless extended.
- 2. Either party to this Agreement may terminate said Agreement by giving the other party not less than 90 days written notice.
- 3. This Agreement may be modified or amended by agreement of the Parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both METRO and the COUNTY.
- 4. This Agreement shall not be deemed to vest in any third party any rights, nor shall it be deemed to be enforceable by any third party in any legal, equitable, or administrative proceeding whatsoever.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly appointed officers on the date written below.

MULTNOMAH COUNTY

METRO

By: _____
 Bob Skipper, Sheriff

By: _____
 Michael J. Jordan
 Chief Operating Officer

Date: _____

Date: _____

By: _____
 County Chair or Designee

Date: _____

MCSO Contract No. 0809073

Metro Contract No. 928653

APPROVED AS TO FORM:
Multnomah County Attorney

By: _____
Assistant County Attorney

Date: _____

APPROVED AS TO FORM:
Metro Attorney

By: _____
Michelle A. Bellia
Assistant Metro Attorney

Date: _____

SK:bj
S:\RE\N\elect\Contract\MCSO\928653 MCSO w/ IGA.DOC

**EXHIBIT A
CONTRACT BUDGET**

	Detective
Permanent	70,846
Salary-Related Costs	25,448
Insurance	17,324
Total	\$113,618
Indirect Costs	
MCSO central	2,352
MCSO departmental	5,079
Total	\$7,431
Total Contract Cost	\$121,049

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 0809073

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached

Amendment #: _____

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Expenditure Contract
PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input checked="" type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> INTER-DEPARTMENTAL AGREEMENT (IDA)

Department: <u>Sheriff's Office</u>	Division/ Program: <u>Enforcement</u>	Date: <u>08/28/08</u>
Originator: <u>Chief Deputy Timothy Moore</u>	Phone: <u>503-988-4300</u>	Bldg/Room: <u>503/350</u>
Contact: <u>Brad Lynch</u>	Phone: <u>503-988-4336</u>	Bldg/Room: <u>503/350</u>

Description of Contract: Investigative and enforcement services for solid waste ordinances.

RENEWAL: PREVIOUS CONTRACT #(S) 0708052, 0607005, 0405126

EEO CERTIFICATION EXPIRES

PROCUREMENT EXEMPTION OR CITATION # <u>46-0130(1)(f)</u>	ISSUE DATE: _____	EFFECTIVE DATE: _____
		END DATE: _____

CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor	Metro Solid Waste & Recycling			Remittance address (If different)	_____
Address	600 NE Grand				
City/State	Portland, Oregon			Payment Schedule / Terms:	
ZIP Code	97232			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	503-797-1700			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	_____			<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
Contract Effective Date	07/01/08	Term Date	06/30/09	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date		New Term Date			
Original Contract Amount	\$ 121,049.00			Original PA/Requirements Amount	\$ _____
Total Amt of Previous Amendments	\$ _____			Total Amt of Previous Amendments	\$ _____
Amount of Amendment	\$ _____			Amount of Amendment	\$ _____
Total Amount of Agreement	\$ 121,049.00			Total PA/Requirements Amount	\$ _____

REQUIRED SIGNATURES:

Department Manager _____	DATE _____
County Attorney <u>J. A. W.</u>	DATE <u>9-3-08</u>
CPCA Manager _____	DATE _____
County Chair <u>[Signature]</u>	DATE <u>9-23-08</u>
Sheriff <u>Bob Skipper</u>	DATE <u>9-10-08</u>
Contract Administration _____	DATE _____

COMMENTS:

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made under the authority found in ORS 190.010, et seq., and ORS 206.345 between MULTNOMAH COUNTY ("COUNTY") by and through the Multnomah County Sheriff's Office ("MCSO") and METRO, (collectively referred herein as "Parties").

RECITALS

WHEREAS, the COUNTY is a political subdivision of the state of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq.; and

WHEREAS, MCSO is authorized to enter into intergovernmental agreements jointly with and on behalf of the COUNTY pursuant to ORS 206.345; and

WHEREAS, METRO is an Oregon municipal corporation formed and operating under state law and the Metro Charter, and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq.; and

WHEREAS, this Agreement replaces and supercedes MCSO Contract No. 0708052 / Metro Contract No. 927966; and

WHEREAS, METRO desires to contract with the COUNTY for the performance of certain law enforcement functions to be performed by the COUNTY through MCSO; and

WHEREAS, the COUNTY is able and prepared to provide the services required by METRO under the terms and conditions set forth in this Agreement; now therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter and pursuant to the provisions of ORS chapter 190, the Parties agree to be bound as follows:

A. INVESTIGATION

1. The COUNTY shall provide general investigative law enforcement service to METRO at Metro's direction. This service shall include:
 - (a) Enforcement of the METRO code and regulations, including without limitation provisions related to flow control investigation and solid waste management;
 - (b) Random and directed surveillance of persons collecting, transporting, storing, treating, and disposing of solid and liquid waste to ensure such persons are complying with the METRO code and regulations;

- (c) Assistance with investigation, case preparation, and prosecution in cases involving offenses (including without limitation fraud, racketeering, and material breach of contract) allegedly committed by vendors, contractors, or subcontractors doing business with METRO or by facilities, firms or individuals subject to METRO ordinances and regulations;
 - (d) Investigations of suspected violations of environmental laws, rules, and ordinances; and
 - (e) Other general investigative work as requested by Metro.
2. In accordance with ORS 206.345(2), during the existence of this Agreement, the Sheriff and the Deputy Sheriff shall exercise such authority as may be vested in them by law or by terms of this Agreement, including full power and authority to cite, arrest, and take other enforcement action for violations of all METRO code provisions and regulations, including without limitation those relating to flow control and waste management.

B. PERSONNEL MATTERS

1. The COUNTY shall provide for the performance of the duties hereunder one (1) FTE deputy sheriff ("Deputy Sheriff"). For the purpose of this Agreement, one (1) FTE position means an employee who is regularly scheduled to work at least 40 hours per week performing the services required under this Agreement.
2. The Deputy Sheriff shall be certified in the Sheriff's respective disciplines by the Oregon Department of Public Safety Standards and Training.
3. For a Deputy Sheriff who has been assigned to METRO for one (1) year or longer, METRO shall pay one-half (1/2) of personnel costs for absences due to general law enforcement training. Metro shall not pay personnel costs for absences due to specialized law enforcement training that do not relate directly to the services provided under the terms of this Agreement.
4. The Deputy Sheriff shall be and remain an employee of the COUNTY. The COUNTY shall ensure that the Deputy Sheriff performs the duties in accordance with the administrative and operational procedures of MCSO.
5. METRO has the right, upon request and for cause stated, to have the Deputy Sheriff removed from assignment under this Agreement and replaced by another Deputy Sheriff, meeting the requirements of this Agreement.

6. METRO will not pay wages, salaries, or other compensation directly to the Deputy Sheriff performing services under this Agreement or for any other liability not provided for in this Agreement.
7. The COUNTY shall maintain Workers' Compensation insurance coverage for the Deputy Sheriff, either as a carrier insured employer or a self-insured employer as provided in ORS Chapter 656.
8. The collective bargaining agreement between the Deputy Sheriff and the COUNTY ("collective bargaining agreement") governs all matters related to benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment of the supervisors.
9. The collective bargaining agreement and the County personnel rules govern all labor disputes arising out of this Agreement.
10. The Deputy Sheriff may be absent from duty for various reasons, including but not limited to vacation, holidays, illness, training, leave of absence, and administrative leave in accordance with the foregoing acknowledgment:
 - (a) The COUNTY shall not be responsible for or otherwise obligated to replacing a Deputy Sheriff who is absent due to paid accrued leave, including without limitation vacation, holiday, sick, and training leave. The COUNTY shall make a good faith effort to schedule planned absences to minimize the impact on the COUNTY's ability to perform under this Agreement.
 - (b) The COUNTY may invoice METRO, and METRO shall pay, the personnel costs of a Deputy Sheriff absent on vacation or sick leave, up to a total combined annual contract year maximum of 120 hours, only if the Deputy Sheriff has been assigned to METRO for six (6) months or longer. METRO shall pay personnel costs for a Deputy Sheriff absent during the following nine (9) holidays when METRO's offices are closed:
 - (1) New Years Day;
 - (2) Martin Luther King Day;
 - (3) Washington's Birthday;
 - (4) Memorial Day;
 - (5) Independence Day;
 - (6) Labor Day;
 - (7) Veterans Day;
 - (8) Thanksgiving Day;
 - (9) Christmas Day.

C. OFFICE SPACE

METRO shall provide the Deputy Sheriff with office space and shall pay the costs for utilities, including without limitation telephone costs, at METRO's premises or at a site mutually agreed upon by the COUNTY and METRO.

D. EQUIPMENT PURCHASE, USE AND DISPOSITION

1. The Parties will purchase materials and supplies necessary for this Agreement as provided in this section. "Materials" includes items with a unit cost of \$1,000.00 or more, and "supplies" includes items with a unit cost of less than \$1,000.00.
2. METRO shall purchase all materials and supplies necessary for the performance of this Agreement.
3. METRO shall own all vehicles and equipment it purchases for this Agreement, including without limitation capital equipment. The COUNTY shall use METRO's vehicles and equipment only to perform its duties under this Agreement and shall not use them for any other purpose without authorization from METRO. The COUNTY shall assume liability for damage to any METRO vehicles or equipment while being used for non-METRO law enforcement-related purposes. Except as provided in paragraph 17, upon termination of this Agreement, the COUNTY shall return all materials and supplies to METRO.
4. Consistent with Metro Code Chapter 2.04.064, upon termination of this Agreement, METRO may grant to the COUNTY an option to purchase from METRO any or all remaining materials and supplies purchased for this Agreement at a price mutually agreed upon by the Parties, not to exceed the fair market value of the items at the times of purchase. The COUNTY agrees to give METRO notice of the COUNTY's intent to exercise this option within 60 days following termination of this Agreement.

E. CONTRACT COSTS

1. METRO shall pay the COUNTY for all costs as set forth in this Agreement. By February 1 of each year, the COUNTY shall provide METRO with a good faith projection of the cost of this Agreement for the subsequent term of the Agreement. The Parties shall agree on the amount paid by METRO for the term of the Agreement before each anniversary date of the execution of this Agreement.
2. Under this Agreement, METRO will pay the COUNTY no more than ONE HUNDRED TWENTY-ONE THOUSAND FOURTY NINE AND NO/100 DOLLARS (\$121,049.00). This amount includes all fees, costs, and expenses to which COUNTY is entitled for the term of this Agreement.

3. All costs listed on Exhibit A, which is the Budget for the Agreement prepared by METRO, are on a "not to exceed" basis. The COUNTY shall submit itemized billings to METRO no more than 15 days after the end of each quarter of the contract term, and METRO shall make payment to COUNTY within 30 days of receipt of approved billings.

F. INDEMNIFICATION AND LIABILITY

1. The COUNTY shall indemnify, defend, and hold harmless METRO, its officers, employees, and agents from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors, or omissions of the Deputy Sheriff acting pursuant to the terms of this Agreement, within the limits of the Oregon Tort Claims Act and the Oregon Constitution.
2. METRO shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors, or omissions of METRO or its assignees acting pursuant to the terms of this Agreement, within the limits of the Oregon Tort Claims Act and the Oregon Constitution.

G. DISPUTE RESOLUTION

1. If a claim, controversy, or dispute arises out of this Agreement, the complaining party shall give written notification to the other party of the nature of the claim and the remedy requested within 10 days of the incident that forms the basis of the dispute.
2. Oregon law shall govern this Agreement. The Parties shall resolve all claims, controversies, or disputes that arise out of this Agreement by arbitration in accordance with the arbitration rules of the Arbitration Service of Portland or the American Arbitration Association. The party who first initiates arbitration shall designate an arbitration service by filing a claim in accordance with the rules of the organization selected. Such arbitration shall take place in Portland, Oregon and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

H. CONTRACT ADMINISTRATION

1. The Multnomah County Sheriff or his designated representative will represent the COUNTY in all matters pertaining to administration of this Agreement.

- 2. METRO designates its Solid Waste & Recycling Department Director or the Director's designee to represent METRO in all matters pertaining to administration of this Agreement.
- 3. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Multnomah County Sheriff
 501 SE Hawthorne Blvd., Ste 350
 Portland, Oregon 97214

Solid Waste & Recycling Department
 Director
 METRO
 600 NE Grand Avenue
 Portland, Oregon 97232

I. CONTRACT TERM, MODIFICATION, AND TERMINATION

- 1. This Agreement shall be effective from January 1, 2008, through June 30, 2009, unless extended.
- 2. Either party to this Agreement may terminate said Agreement by giving the other party not less than 90 days written notice.
- 3. This Agreement may be modified or amended by agreement of the Parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both METRO and the COUNTY.
- 4. This Agreement shall not be deemed to vest in any third party any rights, nor shall it be deemed to be enforceable by any third party in any legal, equitable, or administrative proceeding whatsoever.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly appointed officers on the date written below.

MULTNOMAH COUNTY

METRO

By: Bob Skipper
 Bob Skipper, Sheriff

By: _____
 Michael J. Jordan
 Chief Operating Officer

Date: _____

Date: _____

By: Ted Wheeler
 Ted Wheeler, County Chair

Date: 9/25/08

MCSO Contract No. 0809073

Metro Contract No. 928653

APPROVED AS TO FORM:
Multnomah County Attorney

By: _____
Assistant County Attorney

Date: _____

APPROVED AS TO FORM:
Metro Attorney

By: _____
Michelle A. Bellia
Assistant Metro Attorney

Date: _____

SK:bj
S:\REM\krater\Contracts\MCSO\928653 MCSO enfl IGA.DOC

**EXHIBIT A
CONTRACT BUDGET**

	Detective
Permanent	70,846
Salary-Related Costs	25,448
Insurance	17,324
Total	\$113,618
Indirect Costs	
MCSO central	2,352
MCSO departmental	5,079
Total	\$7,431
Total Contract Cost	\$121,049



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 09/25/08
Agenda Item #: C-3
Est. Start Time: 9:30 AM
Date Submitted: 09/09/08

Agenda Title: **Intergovernmental Expenditure Agreement 4600007446 with the City of Portland, Continuing Compliance with Existing Federal and State National Pollution Discharge Elimination System (NPDES) Rules and Regulations and MS4 Stormwater Permit**

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

Requested Meeting Date: September 25, 2008 **Amount of Time Needed:** Consent Calendar
Department: Community Services **Division:** Land Use & Trans Program
Contact(s): Roy Iwai, Water Resources Specialist
Phone: (503) 988-5050 **Ext.** 28031 **I/O Address:** 425/1
Presenter(s): N/A

General Information

1. What action are you requesting from the Board?

Approval of IGA with the City of Portland.

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

Multnomah County is a co-permittee with the City of Portland (and the Port of Portland) for the National Pollutant Discharge Elimination System municipal separate storm sewer system permit (NPDES MS4 Permit) issued by the Oregon Department of Environmental Quality (DEQ) – Permit #101314. The NPDES MS4 permit regulates stormwater quality from municipal discharges through best management practices and program evaluation.

Responsibilities for satisfying various permit requirements and related costs have been allocated between the jurisdictions with an IGA since the original permit issuance in 1995. The City of Portland coordinates the preparation of all joint reports, including the annual reporting and permit renewal submission. The City of Portland also performs water quality monitoring required by the permit, including reporting of the monitoring data. The County pays the City of Portland for a portion of those activities based on the formulas detailed in Exhibit 1 of the IGA. This cooperation alleviates staff resource limitations for the County and produces an overall cost savings.

This new IGA replaces the previous IGA that expired on June 30, 2008.

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

This IGA carries a maximum annual payment to the City of Portland of \$9,000 as outlined in Exhibit 1. Every five years the County and City will update projected annual budgets for the next five years. The payment amount in Exhibit 1 is consistent with the amount paid through the previous IGA and is budgeted from the Water Quality Program of Road Services.

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

This binding agreement is necessary to fulfill the requirements of the NPDES MS4 Permit, because the County does not have staff resources to meet the requirements independently.

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

The County and the City of Portland jointly prepared the terms of this IGA and Exhibit 1.

Required Signature

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



Date: 09/09/08

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MULTNOMAH COUNTY AND THE CITY OF PORTLAND
FOR IMPLEMENTATION OF A MUNICIPAL
NPDES SEPARATE STORM SEWER PERMIT
County No. 4600007446**

This is an Agreement between the City of Portland (“City”) and Multnomah County (“County”).

RECITALS

WHEREAS, the City and the County are co-permittees for the municipal separate storm sewer system National Pollution Discharge Elimination System permit (“MS4 Permit”) issued by the Oregon Department of Environmental Quality (“DEQ”); and

WHEREAS, the Parties wish to allocate responsibility for satisfying various MS4 Permit requirements and the related costs; and

WHEREAS, the Parties may enter into this Intergovernmental Agreement (Agreement) pursuant to ORS 190.010;

AGREEMENT

1. General

- 1.1 Except as expressly provided otherwise by this Agreement or where the context requires otherwise, the terms used in this Agreement shall have meanings consistent with 40 CFR Part 122 and the Permit.
- 1.2 Except as expressly provided otherwise by this Agreement, each Party shall be solely responsible for Permit compliance with respect to municipal separate storm sewers that it owns or operates.
- 1.3 To the extent permitted by Oregon law, the City agrees to defend, hold harmless, and indemnify the County, its commissioners, directors, officers and employees from and against and to reimburse the County for all claims, actions, damages, injuries, costs, loss or expenses incidental to the investigation and defense thereof, arising out of the acts or omissions of the City, its agents, contractors or employees in the performance of this Agreement. To the extent allowed under Oregon law, the County agrees to defend, hold harmless, and indemnify the City, its commissioners, employees and agents from and against and to reimburse the City for all claims, actions, damages, injuries, costs, loss or expenses incidental to the investigation and defense thereof, arising out of the acts or omissions of the County, its agents, contractors or employees in the performance of this Agreement.

- 1.4 Nothing in this Agreement shall be deemed to supersede or interfere with existing agreements governing the transfer of storm sewers, stormwater treatment facilities, or other utilities from the County to the City. Unless expressly provided otherwise by agreement, the transfer of a storm sewer or a stormwater treatment facility to the City shall be deemed to transfer all responsibility for Permit compliance to the City.
- 1.5 Nothing in this Agreement shall be deemed to supersede or interfere with existing agreements governing the legal challenges to the Permits, including the Joint Defense, Common Interest, and Confidentiality Agreements and the Intergovernmental Agreements between the City, County and other MS4 permittees to share costs associated with the legal challenges.
- 1.6 The Parties shall cooperate on implementation of the MS4 Permit. Certain aspects of these programs may be implemented by one Party or both Parties. The specifics of the coordinated implementation are described in the Parties' Stormwater Management Plans.
- 1.7 The Parties shall cooperate generally in the administration of the Permit, and shall negotiate amendments to this Agreement or separate agreements as necessary to ensure Permit compliance.

2. Discharges from One Part of the Municipal Separate Storm Sewer System to Another

- 2.1 Except as otherwise expressly provided by this Agreement and the MS4 Permit, the Party responsible for operating a municipal separate storm sewer that discharges into a municipal separate storm sewer of the other Party shall remain solely responsible for all NPDES municipal stormwater requirements above the point of discharge, unless the Parties expressly agree otherwise in writing.
- 2.2 With respect to stormwater discharges from one Party's municipal separate storm sewer to the other's, the Parties shall agree on a case by case basis to investigate, monitor, and eliminate illicit discharges.

3. City's Duties

- 3.1 Nothing in this Agreement shall be deemed to make the City the agent of the County for any purpose. The City shall not represent to the DEQ or the Environmental Protection Agency ("EPA") that it is acting on behalf of the County without the prior express written authority of the Multnomah County Board of County Commissioners (BOCC).
- 3.2 The City shall coordinate the preparation of all joint reports required of co-permittees under the MS4 Permit. Coordination shall include receiving information from the County and incorporating that information into such

reports. The City shall make available to the County materials related to joint reports and other Permit implementation tasks that are coordinated between the permittees for which the City has lead responsibility.

- 3.3 The City shall perform monitoring required by the MS4 Permit, including reporting of the monitoring data and other associated information required by the monitoring component of the MS4 Permit. The City shall also provide the monitoring data directly to the County at the County's request.

4. County's Duties

- 4.1 The County shall pay 2.12 percent of the costs actually incurred by the City to conduct environmental monitoring required in the monitoring component of the City's MS4 Storm Water Management Plan, subject to the Maximum Annual Payment provided in Task 6 of Exhibit 1. If the City's actual environmental monitoring costs incurred exceeds the amount budgeted such that the County's 2.12 percent share would exceed the Maximum Annual Payment of Task 6, Exhibit 1 by more than 10 percent, the City may request County approval to increase the County payment. The City shall explain the reasons for the increase and obtain County approval of the increase prior to submitting the Invoice to the County. The County will not unreasonably withhold approval. The County's payment shall be due 60 days after the County's receives the City's Invoice for the monitoring services rendered.
- 4.2 If the monitoring requirements of the City's Storm Water Management Plan outlined in Section 4.1 and Exhibit 1 change, the County's payment of 2.12 percent can be applied to different or additional monitoring activities so long as the City provides the County with ten days written notice of its intent and the total monitoring costs do not exceed the Maximum Annual Payment for the monitoring outlined in Section 4.1.
- 4.3 The County agrees to pay 33 percent of the actual costs incurred by the City for Permit implementation Tasks 1 through 4 that are coordinated between the permittees, subject to the Maximum Annual Payment in Exhibit 1. These Permit implementation tasks may include permit fees and reimbursement for consultant services rendered for coordinated tasks. If the County's 33 percent cost share for Tasks 1 through 4 exceeds the amounts in Exhibit 1 by more than 10 percent, the City shall explain the reasons for the increase and obtain County approval of the increase prior to submitting the Invoice to the County. The County will not unreasonably withhold approval. The County's payment shall be due 60 days after the County receives the City's Invoice.
- 4.4 The County agrees to pay the City for Permit Implementation Task 5 at the amount identified in Exhibit 1. Payment by the County is fixed and not subject to increase. The County's payment shall be due 60 days after the County receives the City's Invoice.

4.5 Every five years, at a minimum, the County and City will update and/or prepare projected annual budgets for the next five fiscal years for the shared monitoring and permit implementation tasks for which the City has lead responsibility, beginning with the FY 2013-2014 budget cycle. Upon approval of the budgets by each Party in writing, Exhibit 1 will be updated and will be subject to the payment terms of Sections 4.1, 4.2, 4.3 and 4.4. Changes to Exhibit 1 pursuant to this provision do not constitute an amendment to this Agreement if the total annual payment amount is not increased by more than 20 percent.

5. Intergovernmental Cooperation

5.1 Nothing in this Agreement shall be deemed to preclude the parties from agreeing, by modification of this Agreement or by a separate intergovernmental agreement, to allocate any of the duties arising under the NPDES municipal stormwater requirements.

5.2 The Parties shall cause meetings of their respective representatives from time to time to coordinate NPDES municipal stormwater activities.

6. Term

This Agreement shall be effective on July 1, 2008 and shall terminate upon expiration of the Permit. If the Permit is extended or renewed, the term of this Agreement shall extend automatically to conform to the extended term of the Permit.

7. Termination

Either Party may terminate this Agreement upon 90 calendar day's written notice to the other Party. Nothing in this Agreement shall be deemed to prevent a Party from terminating this Agreement under Oregon law for a breach by the other Party, or from exercising other contractual rights or remedies under Oregon law.

8. Notice

Any notice provided for under this agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Patrice Mango, Stormwater Program Manager
Bureau of Environmental Services, City of Portland
1120 SW 5th Avenue, Room 1000
Portland OR 97204-1912

If to the County: Roy Iwai, Water Resources Specialist
Multnomah County Department of Community Services
1620 SE 190th Ave
Portland OR 97233-5910

9. Dispute Resolution

If disputes arise under this Agreement or with respect to NPDES stormwater issues, the parties agree to negotiate in good faith to resolve the disputes in a cost effective manner. If the Parties cannot resolve the dispute by negotiation, the Parties agree to submit the dispute to mediation before a mediator agreed upon by the Parties. If the Parties cannot agree upon a mediator, either Party may ask the Presiding Judge in Multnomah County Circuit Court to designate a neutral mediator. That designation shall be binding upon the Parties. Regardless of the outcome of the mediation, the Parties shall share the costs of the mediator equally. If the mediation fails to resolve the dispute, the Parties may agree to submit the dispute to arbitration, or either party may initiate litigation in an appropriate court to resolve the dispute.

10. Amendments

This Agreement may be amended only by written amendments signed by an authorized representative of each Party. The Parties shall amend this Agreement as necessary to conform to any Permit amendments.

11. Integration

This Agreement is the entire agreement of the Parties regarding the same subject and except for the agreements described in paragraphs 1.4 and 1.5 of this Agreement supersedes all prior and contemporaneous communications or agreements regarding the same subject.

12. Compliance With Laws

The City and County shall comply with all applicable federal, state, and local laws and regulations applicable to this agreement including, but not limited to, civil rights and rehabilitation statutes and local non-discrimination ordinances.

13. Insurance

Each party shall be responsible for providing workers' compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

14. Severability

If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, the remainder of this Agreement shall continue in full force and effect.

15 Authority

The individuals signed below warrant that they have full authority to execute the Agreement on behalf of the Party for whom they sign.

CITY OF PORTLAND

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By: _____
Dean Marriott, Director
Bureau of Environmental Services

By: _____
Ted Wheeler, Chair

Date: _____

Date: _____

By: _____
Gary Blackmer, Auditor

Date: _____

Approved as to Form:

Reviewed:

LINDA MENG, CITY ATTORNEY
FOR THE CITY OF PORTLAND

AGNES SOWLES, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By: _____

By: _____
Sandra N. Duffy
Assistant County Attorney

EXHIBIT 1

CITY TASK	MAXIMUM COUNTY ANNUAL PAYMENT
(1) Prepare the annual report, permit renewal documents, and other permit required submittals ^a	\$1,500
(2) Facilitate Co-permittee meetings ^a	\$1,500
(3) Payment of Annual Water Quality Compliance Determination Fee to DEQ ^a	\$1,000
(4) Permit modification fee ^a	\$1,000
(5) Regional Coalition for Clean Rivers support ^b	\$2,000
(6) NPDES environmental monitoring ^c	\$2,000
Total	\$9,000

Notes:

- a. The County's cost share for Task numbers 1, 2, 3, and 4 is 50 percent of the City budget with the goal to apportion costs evenly between the County and the City, subject to the terms of Section 4.2 of the IGA.
- b. The County's share of the Regional Coalition (Task 5) is fixed at \$2,000 annually.
- c. This amount represents the County's maximum annual share calculated at 2.12 percent of the total City budget. The County will pay 2.12 percent of the actual costs incurred by the City to conduct environmental monitoring in accordance with the City's MS4 Stormwater Management Plan, subject to the terms of Section 4.1 of the IGA.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 4600007446

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached

Amendment #: _____

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input checked="" type="checkbox"/> Expenditure Contract
<input type="checkbox"/> PCRBR Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input type="checkbox"/> PCRBR Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> INTER-DEPARTMENTAL AGREEMENT (IDA)

Department: Community Services Division/Program: Land Use & Transportation Program Date: 09/05/08
 Originator: Roy Iwai Phone: (503) 988-5050 x28031 Bldg/Room: 425/1
 Contact: Greg Mullen Phone: (503) 988-5050 x29621 Bldg/Room: #425/2

Description of Contract: Intergovernmental Agreement between Multnomah County and City of Portland to continue compliance with existing federal and state National Pollution Discharge Elimination System (NPDES) rules and regulations.

RENEWAL: PREVIOUS CONTRACT #(S) _____ EEO CERTIFICATION EXPIRES _____
 PROCUREMENT _____ ISSUE _____ EFFECTIVE _____ END _____
 EXEMPTION OR _____ DATE: _____ DATE: _____ DATE: _____
 CITATION # _____ _____ _____ _____

CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor	City of Portland – Bureau of Environmental Services		Remittance address	_____	
Address	1120 SW Fifth Ave., Room 1000		(If different)	_____	
City/State	Portland, OR		Payment Schedule / Terms:	_____	
ZIP Code	97204		<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	
Phone	(503) 823-5275/Fax: (503) 823-5344 Patrice Mango)		<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	
Employer ID# or SS#	N/A		<input checked="" type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	
Contract Effective Date	07/01/08	Term Date	06/30/2028		
Amendment Effect Date	_____	New Term Date	_____		
Original Contract Amount	\$ _____	Original PA/Requirements Amount	\$ _____		
Total Amt of Previous Amendments	\$ _____	Total Amt of Previous Amendments	\$ _____		
Amount of Amendment	\$ _____	Amount of Amendment	\$ _____		
Total Amount of Agreement	\$ _____	Total PA/Requirements Amount	\$ _____		
	\$ Not to exceed \$9000/yr.				

REQUIRED SIGNATURES:

Department Manager <u>[Signature]</u>	DATE <u>9/9/08</u>
County Attorney <u>[Signature]</u>	DATE <u>9.12.08</u>
pp CPCA Manager <u>[Signature]</u>	DATE <u>9/15/08</u>
County Chair <u>[Signature]</u>	DATE <u>9/25/08</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS: (ROADMEN)



IGA Contract

Vendor Address
PORTLAND CITY OF ENVIRONMENTAL SVCS 106/10TH FLOOR

Information	
Contract Number	4600007446
Date	09/05/2008
Vendor No.	12048
Contact/Phone	BCS Transport'n / X26798
Validity Period:	07/01/2008 - 06/30/2028
Minority Indicator:	Not Identified

Estimated Target Value: 9,000.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>IGA w/ Portland for NPDES Permit</p> <p>Plant: F030 Community Service Requirements Tracking Number: 999 <i>Intergovernmental Agreement w/ City of Portland to continue compliance with the federal and state National Pollutant Discharge Elimination System (NPDES) rules and regulations.</i> Contact person: Roy Iwai (x28031) Effective dates: July 1, 2008 - June 30, 2028 Annual amount not to exceed \$9000, to be reviewed every five years.</p>	9,000.000	Dollars	\$ 1.0000

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MULTNOMAH COUNTY AND THE CITY OF PORTLAND
FOR IMPLEMENTATION OF A MUNICIPAL
NPDES SEPARATE STORM SEWER PERMIT
County No. 4600007446**

This is an Agreement between the City of Portland ("City") and Multnomah County ("County").

RECITALS

WHEREAS, the City and the County are co-permittees for the municipal separate storm sewer system National Pollution Discharge Elimination System permit ("MS4 Permit") issued by the Oregon Department of Environmental Quality ("DEQ"); and

WHEREAS, the Parties wish to allocate responsibility for satisfying various MS4 Permit requirements and the related costs; and

WHEREAS, the Parties may enter into this Intergovernmental Agreement (Agreement) pursuant to ORS 190.010;

AGREEMENT

1. General

- 1.1 Except as expressly provided otherwise by this Agreement or where the context requires otherwise, the terms used in this Agreement shall have meanings consistent with 40 CFR Part 122 and the Permit.
- 1.2 Except as expressly provided otherwise by this Agreement, each Party shall be solely responsible for Permit compliance with respect to municipal separate storm sewers that it owns or operates.
- 1.3 To the extent permitted by Oregon law, the City agrees to defend, hold harmless, and indemnify the County, its commissioners, directors, officers and employees from and against and to reimburse the County for all claims, actions, damages, injuries, costs, loss or expenses incidental to the investigation and defense thereof, arising out of the acts or omissions of the City, its agents, contractors or employees in the performance of this Agreement. To the extent allowed under Oregon law, the County agrees to defend, hold harmless, and indemnify the City, its commissioners, employees and agents from and against and to reimburse the City for all claims, actions, damages, injuries, costs, loss or expenses incidental to the investigation and defense thereof, arising out of the acts or omissions of the County, its agents, contractors or employees in the performance of this Agreement.

- 1.4 Nothing in this Agreement shall be deemed to supersede or interfere with existing agreements governing the transfer of storm sewers, stormwater treatment facilities, or other utilities from the County to the City. Unless expressly provided otherwise by agreement, the transfer of a storm sewer or a stormwater treatment facility to the City shall be deemed to transfer all responsibility for Permit compliance to the City.
- 1.5 Nothing in this Agreement shall be deemed to supersede or interfere with existing agreements governing the legal challenges to the Permits, including the Joint Defense, Common Interest, and Confidentiality Agreements and the Intergovernmental Agreements between the City, County and other MS4 permittees to share costs associated with the legal challenges.
- 1.6 The Parties shall cooperate on implementation of the MS4 Permit. Certain aspects of these programs may be implemented by one Party or both Parties. The specifics of the coordinated implementation are described in the Parties' Stormwater Management Plans.
- 1.7 The Parties shall cooperate generally in the administration of the Permit, and shall negotiate amendments to this Agreement or separate agreements as necessary to ensure Permit compliance.

2. Discharges from One Part of the Municipal Separate Storm Sewer System to Another

- 2.1 Except as otherwise expressly provided by this Agreement and the MS4 Permit, the Party responsible for operating a municipal separate storm sewer that discharges into a municipal separate storm sewer of the other Party shall remain solely responsible for all NPDES municipal stormwater requirements above the point of discharge, unless the Parties expressly agree otherwise in writing.
- 2.2 With respect to stormwater discharges from one Party's municipal separate storm sewer to the other's, the Parties shall agree on a case by case basis to investigate, monitor, and eliminate illicit discharges.

3. City's Duties

- 3.1 Nothing in this Agreement shall be deemed to make the City the agent of the County for any purpose. The City shall not represent to the DEQ or the Environmental Protection Agency ("EPA") that it is acting on behalf of the County without the prior express written authority of the Multnomah County Board of County Commissioners (BOCC).
- 3.2 The City shall coordinate the preparation of all joint reports required of co-permittees under the MS4 Permit. Coordination shall include receiving information from the County and incorporating that information into such

reports. The City shall make available to the County materials related to joint reports and other Permit implementation tasks that are coordinated between the permittees for which the City has lead responsibility.

- 3.3 The City shall perform monitoring required by the MS4 Permit, including reporting of the monitoring data and other associated information required by the monitoring component of the MS4 Permit. The City shall also provide the monitoring data directly to the County at the County's request.

4. County's Duties

- 4.1 The County shall pay 2.12 percent of the costs actually incurred by the City to conduct environmental monitoring required in the monitoring component of the City's MS4 Storm Water Management Plan, subject to the Maximum Annual Payment provided in Task 6 of Exhibit 1. If the City's actual environmental monitoring costs incurred exceeds the amount budgeted such that the County's 2.12 percent share would exceed the Maximum Annual Payment of Task 6, Exhibit 1 by more than 10 percent, the City may request County approval to increase the County payment. The City shall explain the reasons for the increase and obtain County approval of the increase prior to submitting the Invoice to the County. The County will not unreasonably withhold approval. The County's payment shall be due 60 days after the County's receives the City's Invoice for the monitoring services rendered.
- 4.2 If the monitoring requirements of the City's Storm Water Management Plan outlined in Section 4.1 and Exhibit 1 change, the County's payment of 2.12 percent can be applied to different or additional monitoring activities so long as the City provides the County with ten days written notice of its intent and the total monitoring costs do not exceed the Maximum Annual Payment for the monitoring outlined in Section 4.1.
- 4.3 The County agrees to pay 33 percent of the actual costs incurred by the City for Permit implementation Tasks 1 through 4 that are coordinated between the permittees, subject to the Maximum Annual Payment in Exhibit 1. These Permit implementation tasks may include permit fees and reimbursement for consultant services rendered for coordinated tasks. If the County's 33 percent cost share for Tasks 1 through 4 exceeds the amounts in Exhibit 1 by more than 10 percent, the City shall explain the reasons for the increase and obtain County approval of the increase prior to submitting the Invoice to the County. The County will not unreasonably withhold approval. The County's payment shall be due 60 days after the County receives the City's Invoice.
- 4.4 The County agrees to pay the City for Permit Implementation Task 5 at the amount identified in Exhibit 1. Payment by the County is fixed and not subject to increase. The County's payment shall be due 60 days after the County receives the City's Invoice.

4.5 Every five years, at a minimum, the County and City will update and/or prepare projected annual budgets for the next five fiscal years for the shared monitoring and permit implementation tasks for which the City has lead responsibility, beginning with the FY 2013-2014 budget cycle. Upon approval of the budgets by each Party in writing, Exhibit 1 will be updated and will be subject to the payment terms of Sections 4.1, 4.2, 4.3 and 4.4. Changes to Exhibit 1 pursuant to this provision do not constitute an amendment to this Agreement if the total annual payment amount is not increased by more than 20 percent.

5. Intergovernmental Cooperation

5.1 Nothing in this Agreement shall be deemed to preclude the parties from agreeing, by modification of this Agreement or by a separate intergovernmental agreement, to allocate any of the duties arising under the NPDES municipal stormwater requirements.

5.2 The Parties shall cause meetings of their respective representatives from time to time to coordinate NPDES municipal stormwater activities.

6. Term

This Agreement shall be effective on July 1, 2008 and shall terminate upon expiration of the Permit. If the Permit is extended or renewed, the term of this Agreement shall extend automatically to conform to the extended term of the Permit.

7. Termination

Either Party may terminate this Agreement upon 90 calendar day's written notice to the other Party. Nothing in this Agreement shall be deemed to prevent a Party from terminating this Agreement under Oregon law for a breach by the other Party, or from exercising other contractual rights or remedies under Oregon law.

8. Notice

Any notice provided for under this agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Patrice Mango, Stormwater Program Manager
Bureau of Environmental Services, City of Portland
1120 SW 5th Avenue, Room 1000
Portland OR 97204-1912

If to the County: Roy Iwai, Water Resources Specialist
Multnomah County Department of Community Services
1620 SE 190th Ave
Portland OR 97233-5910

9. Dispute Resolution

If disputes arise under this Agreement or with respect to NPDES stormwater issues, the parties agree to negotiate in good faith to resolve the disputes in a cost effective manner. If the Parties cannot resolve the dispute by negotiation, the Parties agree to submit the dispute to mediation before a mediator agreed upon by the Parties. If the Parties cannot agree upon a mediator, either Party may ask the Presiding Judge in Multnomah County Circuit Court to designate a neutral mediator. That designation shall be binding upon the Parties. Regardless of the outcome of the mediation, the Parties shall share the costs of the mediator equally. If the mediation fails to resolve the dispute, the Parties may agree to submit the dispute to arbitration, or either party may initiate litigation in an appropriate court to resolve the dispute.

10. Amendments

This Agreement may be amended only by written amendments signed by an authorized representative of each Party. The Parties shall amend this Agreement as necessary to conform to any Permit amendments.

11. Integration

This Agreement is the entire agreement of the Parties regarding the same subject and except for the agreements described in paragraphs 1.4 and 1.5 of this Agreement supersedes all prior and contemporaneous communications or agreements regarding the same subject.

12. Compliance With Laws

The City and County shall comply with all applicable federal, state, and local laws and regulations applicable to this agreement including, but not limited to, civil rights and rehabilitation statutes and local non-discrimination ordinances.

13. Insurance

Each party shall be responsible for providing workers' compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

14. Severability

If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, the remainder of this Agreement shall continue in full force and effect.

15 Authority

The individuals signed below warrant that they have full authority to execute the Agreement on behalf of the Party for whom they sign.

CITY OF PORTLAND

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By: _____
Dean Marriott, Director
Bureau of Environmental Services

By: Ted Wheeler
Ted Wheeler, Chair

Date: _____

Date: 9/25/08

By: _____
Gary Blackmer, Auditor

Date: _____

Approved as to Form:

Reviewed:

LINDA MENG, CITY ATTORNEY
FOR THE CITY OF PORTLAND

AGNES SOWLES, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By: _____

By: Sandra Duffy
Sandra N. Duffy
Assistant County Attorney

EXHIBIT 1

CITY TASK	MAXIMUM COUNTY ANNUAL PAYMENT
(1) Prepare the annual report, permit renewal documents, and other permit required submittals ^a	\$1,500
(2) Facilitate Co-permittee meetings ^a	\$1,500
(3) Payment of Annual Water Quality Compliance Determination Fee to DEQ ^a	\$1,000
(4) Permit modification fee ^a	\$1,000
(5) Regional Coalition for Clean Rivers support ^b	\$2,000
(6) NPDES environmental monitoring ^c	\$2,000
Total	\$9,000

Notes:

- a. The County's cost share for Task numbers 1, 2, 3, and 4 is 50 percent of the City budget with the goal to apportion costs evenly between the County and the City, subject to the terms of Section 4.2 of the IGA.
- b. The County's share of the Regional Coalition (Task 5) is fixed at \$2,000 annually.
- c. This amount represents the County's maximum annual share calculated at 2.12 percent of the total City budget. The County will pay 2.12 percent of the actual costs incurred by the City to conduct environmental monitoring in accordance with the City's MS4 Stormwater Management Plan, subject to the terms of Section 4.1 of the IGA.



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 09/25/08
Agenda Item #: R-1
Est. Start Time: 9:30 AM
Date Submitted: 09/15/08

Agenda Title: **Appointment of Kathryn Kerns and Henry Li to the Multnomah County Library Advisory Board**

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

Requested Meeting Date: Sept 25, 2008 **Amount of Time Needed:** 5 minutes
Department: Non-Departmental **Division:** Chair's Office
Contact(s): Tara Bowen-Biggs
Phone: (503)988-3308 **Ext.** 83953 **I/O Address:** 503/600
Presenter(s): Chair Ted Wheeler

General Information

1. What action are you requesting from the Board?

Request the Board approve appointments of Kathryn Kerns and Henry as youth representatives to the Multnomah County Library Advisory Board. The appointment will end June 30, 2010.

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

The Library Advisory Board advises the board of County Commissioners on matters relating to library services, policies and funding. It also serves as the Citizen Budget Advisory Committee for the County's Library Department. There are 17 members including two youth members (between the ages of 13 and 17). Non-youth members are appointed to 4-year terms by the county Chair with approval of the board of County Commissioners. Youth members are appointed to 2-year terms by the County Chair with approval of the Board of County Commissioners. Yvonne Chambers is liaison to the Multnomah County Library Advisory Board.

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

No fiscal impact

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

No legal and/or policy issues involved.

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

N/A

Required Signature

Elected Official or
Department/
Agency Director:

TED WHEELER

Date: Sept 15, 2008

MULTNOMAH COUNTY
LIBRARY



205 N.E. Russell Street • Portland, OR 97212-3796 • PHONE: 503.988.5402 • FAX: 503.988.5441

September 10, 2008

Ted Wheeler, Chair
Multnomah County Board of Commissioners
501 SE Hawthorne, Suite 600
Portland, OR 97214

RE: Recommendation for Library Advisory Board Appointment

Dear Chair Wheeler:

On behalf of the Library Advisory Board (LAB), I would like to submit **Kate Kerns** and **Henry Li** for recommendation to the Board of County Commissioners for service on the Library Advisory Board (LAB) as Youth Representatives. Attached please find Kate's completed interest form and Henry's completed interest form and resume.

Kate Kerns lives in North Portland with her family. She is a junior at St. Mary's Academy, an honor student, a frequent library patron at the North Portland Branch and Central Library. Her activities and awards include: Rosemary Connell Redlinger Memorial Scholarship, St. Mary's Academy academic awards in grades 9 and 10, and member of the honor society throughout her freshman and sophomore years. Kate's volunteer service included summer camp counseling at a non-profit day camp for children. It is evident that Kate manages her academic and extra-curricular schedule successfully and has conveyed thoughtful responsibility in our communication and interview that the nominating committee anticipates will determine her service on the LAB.

Kate's appointment to a two-year term will begin upon approval by the BCC.

Henry Li lives in Southwest Portland only steps away from Hillsdale Library. He is a freshman at Wilson High School. Henry is a member of the Hillsdale Library Teen council and served as a volunteer for the Summer Reading Program in 2007 and 2008. His achievements and honors include fourth place in the statewide National Geographic Bee, and third place in a school-wide American Mathematics Contest. He is a competitive swimmer and an honor student, fluent in Mandarin and currently enrolled in Honors Spanish.

Henry's appointment to a two-year term will also begin upon approval by the BCC.

If you have any questions about the Library Board's recommendations, please do not hesitate to contact me. Thank you for allowing the LAB to make this recommendation to you and the Board of County Commissioners.

Sincerely,

A handwritten signature in black ink, appearing to read "Vailey Oehlke".

Vailey Oehlke
Deputy Director

cc: Barbara Willer
Tara Bowen-Biggs
Ruth Langlois
Deborah Bogstad

Attachments

BOGSTAD Deborah L

From: RAPHAEL Molly
Sent: Wednesday, September 24, 2008 3:30 PM
To: WILLER Barbara; BOGSTAD Deborah L; KARNES Ana
Cc: BOWEN-BIGGS Tara C
Subject: Re: Library Advisory Board appointments

Sara is at an all day training session so I am trying to confirm--but I am 99 percent sure she planned to be there for the 9:30 agenda time. I'll confirm as soon as I hear back. Her name is Sara Ryan (no "h" on Sara) and she is Teen Services Coordinator.

Thanks-
Molly

From: WILLER Barbara
To: BOGSTAD Deborah L; KARNES Ana
Cc: BOWEN-BIGGS Tara C; RAPHAEL Molly
Sent: Wed Sep 24 15:18:58 2008
Subject: Library Advisory Board appointments

Molly believes that Sarah Ryan will attend and present at the current time, but she will confirm this with us.

Barbara Willer
Chief of Staff
Chair Ted Wheeler
Multnomah County
501 SE Hawthorne, 6th floor
Portland, OR 97214
503-988-5002
barbara.willer@co.multnomah.or.us



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

POSTPONED

Board Clerk Use Only

Meeting Date: 09/25/08
 Agenda Item #: R-2
 Est. Start Time: 9:33 AM
 Date Submitted: 09/03/08

BUDGET MODIFICATION: NOND - 02

Agenda Title: Budget Modification NOND-02 Appropriating \$52,076 of County General Fund Contingency to Fund Fiscal Year 2009 Salary Commission Recommendations for the Board of County Commissioners

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

Date Requested:	<u>September 25, 2008</u>	Time Requested:	<u>5 Minutes</u>
Department:	<u>Non-Departmental</u>	Division:	<u>Commissioners</u>
Contact(s):	<u>Julie Neburka</u>		
Phone:	<u>503-988-3312</u>	Ext.:	<u>27351</u>
		I/O Address:	<u>503/501</u>
Presenter(s):	<u>Travis Graves, Human Resource Director</u>		

General Information

1. What action are you requesting from the Board?

Approval of Budget Modification Nondepartmental-02 appropriating \$52,076 of County General Fund contingency to fund Salary Commission recommendations for the Board of County Commissioners in FY 2009.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action effects and how it impacts the results. In 2004, the voters approved a ballot measure submitted by the Multnomah County Charter Review Commission that modified the language of the County Charter, Section 4.30 to read as follows:

“The auditor shall appoint a five-member salary commission, composed of qualified human resource professionals with compensation experience, by January 1 of each even year. The salary commission shall *set the salaries* for the chair of the board of county commissioners and the county commissioners, documenting the basis of its decisions.”

Under the authority of Section 4.30 of the Multnomah County Home Rule Charter as amended November 2, 2004, the 2008 Multnomah County Salary Commission (Commission) was appointed

by the County Auditor and convened to set the salaries for the Board of County Commissioners (BOCC), specifically the positions of Multnomah County Commissioner (Commissioner) and Chair of the Board of County Commissioners (Chair). The Commission met this past spring, and issued its recommendations for Chair and Board of County Commissioner salaries on May 23rd, 2008.

The Salary Commission set the Chair's salary at the midpoint of the Multnomah County Department Director II 2008/09 salary range or at \$137,262 annually. The Commission set the Board of County Commissioners' salaries at \$88,000 annually. These amounts are higher than what was included in the FY 2009 budgets for Board salaries. This action is needed to allow the County to comply with the Salary Commission actions without overspending appropriations in FY 2009.

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

The General Fund Contingency is reduced by \$52,076 and the appropriation for Nondepartmental is increased by the same amount. This action will increase personnel costs in the future.

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

N/A

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

The Salary Commission is appointed by the County Auditor, and is required to consist of qualified human resource professionals with compensation experience. The current Commission conducted its work between January and May, 2008.

ATTACHMENT A

Budget Modification

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

- **What revenue is being changed and why?**
The Risk Fund revenue is being increased by \$2,293
- **What budgets are increased/decreased?**
The General Fund Contingency is reduced by \$52,076 and the appropriation for Nondepartmental is increased by the same amount.
- **What do the changes accomplish?**
The changes will allow the Board of County Commissioners to pay for the Salary Commission recommendations without overspending its appropriation.
- **Do any personnel actions result from this budget modification? Explain.**
None.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**
N/A
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**
The contingency request is one time only, although the cost is ongoing and will increase in the future.
- **If a grant, what period does the grant cover?**
N/A
- **If a grant, when the grant expires, what are funding plans?**
N/A

Contingency Request

If the request is a Contingency Request, please answer all of the following in detail:

- **Why was the expenditure not included in the annual budget process?**
The Salary Commission met last spring, and issued its report at the end of May, 2008, just as the Board was in the process of adopting the budget. The recommendations came too late to include in the FY 2009 budget.
- **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
All Board of County Commissioner office budgets were reduced by 3% during the FY 2009 budget process. This funding reduction eliminated the ability to absorb the increases within existing appropriations.
- **Why are no other department/agency fund sources available?**
All other Non-Departmental resources are fully committed.

- **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account. What are the plans for future ongoing funding?**

This expenditure produces no new revenue or cost savings.

- **Has this request been made before? When? What was the outcome?**

The County typically funds these required salary adjustments from the General Fund contingency. For example, an FY 2008 bud mod requested contingency funding for the Legislatively-set Auditor salary increase. That request was approved by the Board of County Commissioners.

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

ATTACHMENT B

BUDGET MODIFICATION: NOND - 02

Required Signatures

**Department/
Agency Director:**

Carol M. Ford

Date: 09/04/08

Budget Analyst:

Debra

Date: 09/03/08

Department HR:

Date: _____

Countywide HR:

Tami Graves

Date: 09/04/08

Budget Modification ID: **NOND 02****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1	10-20	1000	10000	20		100100		60000	14,214	14,214		Midpoint Dep Dir II	
2	10-20	1000	10000	20		100100		60130	4,469	4,469		Fringe T3	
3	10-20	1000	10000	20		100100		60140	853	853		Insurance	
4									0				
5	10-21	1000	10001	20		102100		60000	6,000	6,000		Per Salary Commission	
6	10-21	1000	10001	20		102100		60130	1,738	1,738		Fringe T1	
7	10-21	1000	10001	20		102100		60140	360	360		Insurance	
8									0				
9	10-22	1000	10002	20		102210		60000	6,000	6,000		Per Salary Commission	
10	10-22	1000	10002	20		102210		60130	1,886	1,886		Fringe T3	
11	10-22	1000	10002	20		102210		60140	360	360		Insurance	
12									0				
13	10-23	1000	10003	20		102300		60000	6,000	6,000		Per Salary Commission	
14	10-23	1000	10003	20		102300		60130	1,738	1,738		Fringe T1	
15	10-23	1000	10003	20		102300		60140	360	360		Insurance	
16									0				
17	10-24	1000	10004	20		102450		60000	6,000	6,000		Per Salary Commission	
18	10-24	1000	10004	20		102450		60130	1,738	1,738		Fringe T1	
19	10-24	1000	10004	20		102450		60140	360	360	52,076	Insurance	
20									0				
21	19	1000	95000	20		9500001000		60470	(52,076)	(52,076)	(52,076)	Reduce Contingency	
22									0				
23	72-10	3500		20		705210		50316	(2,293)	(2,293)		Increase Insurance SR	
24	72-10	3500		20		705210		60330	2,293	2,293		Increase Insurance SR	
25									0				
26									0				
27									0				
28									0				
29									0				
									0	0	0	Total - Page 1	
									0	0	0	GRAND TOTAL	



Department of County Management
MULTNOMAH COUNTY OREGON

Budget Office

501 SE Hawthorne Blvd., Suite 531
Portland, Oregon 97214
(503) 988-3312 phone
(503) 988-5758 fax
(503) 988-5170 TDD

TO: Board of County Commissioners
FROM: Julie Neburka, Principal Budget Analyst
DATE: August 1, 2008
SUBJECT: General Fund Contingency Request for \$52,076 to fund salary adjustments for the Board of County Commissioners (Budget Modification NOND-02).

The Board of County Commissioners request \$52,076 from the General Fund contingency to pay for Salary Commission-required increases to Board of County Commissioner salaries, effective July 1st, 2008.

In 2004, the voters approved a ballot measure submitted by the Multnomah County Charter Review Commission that modified the language of the County Charter, Section 4.30 to read as follows:

“The auditor shall appoint a five-member salary commission, composed of qualified human resource professionals with compensation experience, by January 1 of each even year. The salary commission shall *set the salaries* for the chair of the board of county commissioners and the county commissioners, documenting the basis of its decisions.”

Under the authority of Section 4.30 of the Multnomah County Home Rule Charter as amended November 2, 2004, the 2008 Multnomah County Salary Commission (Commission) was appointed by the County Auditor and convened to set the salaries for the Board of County Commissioners (BCC), specifically the positions of Multnomah County Commissioner (Commissioner) and Chair of the Board of County Commissioners (Chair). The Commission met this past spring, and issued its recommendations for Chair and Board of County Commissioner salaries on May 23rd, 2008.

The Salary Commission set the Chair’s salary at the midpoint of the Multnomah County Department Director II 2008/09 salary range, or at \$137,262 annually. The Commission set the Board of County Commissioners’ salaries at \$88,000 annually. These amounts are higher than what was included in the FY 2009 budgets for Board salaries, and the report was issued too late for Board office budgets to be increased prior to adoption of the FY 2009 budget.

The County typically funds these required salary adjustments from the General Fund contingency. For example, an FY 2008 bud mod requested contingency funding for the Legislatively-set Auditor salary increase. That request was approved by the Board of County Commissioners.

General Fund Contingency Policy Compliance

The Budget Office is required to inform the Board if contingency requests submitted for approval satisfy the general guidelines and policies for using the General Fund Contingency. The request is consistent with County Policy Criteria #2 as it was an unanticipated cost.

- Criteria 1 States contingency requests should be for one-time-only purposes. This request is not one time only and requires funding in the future.
- Criteria 2 Addresses emergencies and unanticipated situations. *This expenditure meets this requirement as it was unanticipated due to the timing of the Salary Commission's work this past spring.*
- Criteria 3 Addresses items identified in Board Budget Notes. This item was not identified in a budget note.

BOGSTAD Deborah L

From: GRAVES Travis R
Sent: Monday, September 22, 2008 2:17 PM
To: BOGSTAD Deborah L
Cc: WILLER Barbara; BOWEN-BIGGS Tara C; NEBURKA Julie Z; MADRIGAL Marissa D; CAMPBELL Mark
Subject: 9/24 Budget Modification R-2

Deb:

What would be the process that I need to follow to pull the bud. mod. scheduled this week for the Chair and Commissioners Office Budget Modification? Julie is out, but in her absence I think I have determined we should resubmit and include the DA and Sheriff in the contingency request. Also, the Chair has decided to forgo his increase and therefore we do not need to include his portion. Please let me know ASAP. Thanks.

Travis Graves, SPHR
Human Resources Director
501 SE Hawthorne Blvd., Suite 400
Portland, Oregon 97214
503.988.6134
Fax 503.988.3009

9/23/2008



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-3 DATE 9/25/08
 ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 09/25/08
 Agenda Item #: R-3
 Est. Start Time: 9:37 AM
 Date Submitted: 09/10/08

BUDGET MODIFICATION: NOND - 03

Agenda Title: Retroactive Budget Modification NOND-03, Increasing the Transient Lodging Tax Pass-through Payment to Reflect Higher Revenue Collections in Fiscal Year 2008

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

Requested Meeting: September 25, 2008 **Amount of Time Needed:** 5 minutes
Department: Non-Departmental **Division:** _____
Contact(s): Julie Neburka
Phone: 503-988-3312 **Ext.** 27351 **I/O Address:** 503/501
Presenter(s): Julie Neburka

General Information

1. What action are you requesting from the Board?

Approve retroactive Bud Mod Non-Departmental 03, which increases the FY 2008 appropriation for Transient Lodging Tax by \$2,580,000. This is a retroactive action affecting FY 2008 only.

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

Under nearly all circumstances, prior year budgets cannot be modified. The exception to the rule is if the budget is for money that is collected by one jurisdiction and passed through to another, found in statute at ORS 294.450(6). Overspending a budget is against the law, as is failing to pass through the entire amount collected on another agency's behalf. In FY 2008, the Transient Lodging Tax Fund collected more revenues than were budgeted.

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

This action has no fiscal impact in the current year, and none in future years. It increases the FY 2008 appropriation in the Transient Lodging Tax Fund so that taxes collected on Metro's behalf could be passed through to that agency without our overspending our appropriation.

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

None. This is a housekeeping measure being taken in order to avoid a budget violation in our 2008 audit.

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

None.

ATTACHMENT A

Budget Modification

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

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

FY 2008 Transient Lodging Tax revenues are being increased by \$2,580,000 to accurately reflect tax revenue collections higher than what was budgeted.

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

The Transient Lodging Tax pass-through appropriation is increased by \$2,580,000 in FY 2008 only.

- **What do the changes accomplish?**

This change allows us to pass through FY 2008 taxes collected on behalf of Metro without incurring a budget violation in our FY 2008 audit.

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

None.

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

N/A.

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

We have anticipated higher revenue collections for FY 2009 and have budgeted accordingly.

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

N/A

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

N/A

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

ATTACHMENT B

BUDGET MODIFICATION: NOND - 03

Required Signatures

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



Date: 09/04/08

Budget Analyst:



Date: 09/10/08

Department HR:

Date: _____

Countywide HR:

Date: _____

Budget Modification ID: **NOND 03**

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 2009

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1	10-02	1511	10016	20		108501		50120	15,650,000	18,230,000	2,580,000		Increase Tr. Ldg. Tax
2	10-02	1511	10016	20		108501		60160	19,600,000	22,180,000	2,580,000		Increase pass-through
3										0			
4										0			
5										0			
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23										0			
24										0			
25										0			
26										0			
27										0			
28										0			
29										0			
											5,160,000	0	Total - Page 1
											5,160,000	0	GRAND TOTAL

By signing the pledge, Multnomah County commits to join other local governments across the United States to seize the economic, environmental and social opportunities offered by building an inclusive green economy of high quality jobs and a thriving green-collar workforce.

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

None.

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

At the national level, the Green Jobs Act of 2007 was adopted as a part of the federal Energy Bill. The Act stipulates that \$125 Million shall be made available for green-collar workforce training programs, but funds will not be made available until the 2009 Appropriations Bill is passed. At the state level, several energy and jobs-related legislative packages are under development in preparation for the 2009 Oregon Legislative session. Therefore, while there are currently no policy requirements tied to green jobs development in Oregon, there is clear interest in related policies at both the state and national level.

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

None at this time.

Required Signature

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

Mindy Harris

Date: 9/9/08

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Adopting the "Local Government Green Jobs Pledge"

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County's Sustainability Principles adopted in 2004 by Resolution 04-019 found that "Environmental quality, economic health, and social well-being are interconnected and action in one of these areas impacts all other areas," and resolved to "Promote a sustainable future that meets today's needs without compromising the ability of future generations to meet their needs."
- b. Two of Multnomah County's top priority areas include a thriving economy and clean, healthy neighborhoods with a vibrant sense of community. Sustainable economic development that includes green jobs supports both of these priorities.
- c. Green jobs are defined as jobs that contribute significantly to preserving or enhancing environmental quality; provide career pathways and family wage jobs for all workers; and emphasize community-based investments that cannot be outsourced.
- d. Community-based green jobs programs in places like Oakland, Richmond, Boston, Los Angeles, and New York City have prompted state-level commitments in Washington, California, Minnesota, and Pennsylvania and set the stage for the federal Green Jobs Act of 2007.
- e. Green jobs efforts in Oregon are newly underway, including training programs instituted by Verde, Oregon Tradeswomen Inc., and other community-based entities; the Oregon Apollo Alliance; and the Sustainable Oregon Workforce Initiative.
- f. Green jobs should also provide wages that allow a household to be self-sufficient and ultimately sustainable. For example, according to WorkSystems, Inc., a Portland-area workforce training agency, for a single headed household with one child under the age of five and one child over the age of 5, the self-sufficiency wage in Multnomah County is \$15.32 per hour.
- g. As a provider of social services, Multnomah County is uniquely positioned to help determine how sustainable economic development and green jobs can improve social equity and provide pathways out of poverty for members of our community who are not the typical audience for sustainability programs, including households living below the federal poverty level, households with members who

are formerly involved in the criminal justice system, or households in communities of color.

- h. Multnomah County has had a commitment to sustainability at the local level since 2001. In addition, county support of energy efficiency and renewable energy projects achieve multiple benefits of environmental protection and economic development. These commitments pave the way for the County to support the development of green jobs that simultaneously build a green economy and improve the quality of life for all County's residents.

The Multnomah County Board of Commissioners Resolves:

To adopt the attached "Local Government Green Jobs Pledge."

ADOPTED this 25th day of September, 2008.

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

Ted Wheeler, Chair

REVIEWED:

**AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON**

By _____
John S. Thomas, Deputy County Attorney

SUBMITTED BY:
Mindy Harris, Chief Financial Officer

LOCAL GOVERNMENT GREEN JOBS PLEDGE

BUILDING A GREEN ECONOMY FROM THE BOTTOM UP

The 21st century is our time to build an inclusive green economy in the United States that benefits our neighborhoods, our working families and our planet. Our green future will be invented at the local level and crafted by local leaders, and our actions will provide an example and a challenge to our state and federal governments. We are ready to rebuild American competitiveness and environmental leadership by growing a green economy that fights global warming, pollution and poverty at the same time.

AS LOCAL GOVERNMENT LEADERS, WE COMMIT TO:

Focus on green-collar jobs as a central strategy for advancing environmental, economic, and climate protection goals. Green-collar jobs:

- ◆ Provide pathways to prosperity for all workers;
- ◆ Offer competitive salaries and lead to a lasting career-track, thereby strengthening the US middle class;
- ◆ Emphasize community-based investments that cannot be outsourced;
- ◆ Contribute directly to preserving or enhancing environmental quality.

Grow an inclusive sustainable economy that creates green-collar jobs that:

- ◆ Strengthen and make further progress on our stated commitment to improving the environment in ways that grow both the green economy and green-collar jobs locally;
- ◆ Build on climate and environmental commitments to create market demand for green products, services, and skilled workers and create more prosperous local economies;
- ◆ Catalyze green-collar job creation and training by supporting policies that drive public and private investment in an inclusive local green economy; and
- ◆ Develop education and job training programs that improve social equity and provide pathways out of poverty for our residents while strengthening our middle class by equipping workers for high demand jobs in the green economy.

Execute tangible actions that place priority on building an inclusive green economy that will:

- ◆ Involve our communities in developing and enacting green-collar jobs initiatives;
- ◆ Drive accountability and resolve to continuously improve and strengthen our efforts to invest in climate solutions that create economic opportunity and build sustainable communities;
- ◆ Provide accessible leadership that is responsive to our communities as we evolve the green economy;
- ◆ Use the purchasing power of our local governments to create markets for renewable energy, energy efficiency and other green industries; and
- ◆ Invest new local government resources in programs and initiatives that build an inclusive green economy, while leveraging and aligning existing public resources, and private sources of capital and finance, toward these same goals.

We commit to join together as a movement of local governments across the United States to seize the economic, environmental and social opportunities offered by building an inclusive green economy of high quality jobs and a thriving green-collar workforce.

Let's do it now—together. There is no time to waste.

SIGNED

Mayor Martín Chávez
Albuquerque, New Mexico

County Executive Ron Sims
King County, Washington

TITLE

DATE

CITY OR COUNTY



BOGSTAD Deborah L

From: CHIDSEY Molly L
Sent: Tuesday, September 23, 2008 10:01 AM
To: BOGSTAD Deborah L
Cc: KARNES Ana; KINOSHITA Carol
Subject: Green Jobs resolution: Updated version attached
Importance: High

Dear Deb,

I just caught an error in the Green Jobs Resolution for tomorrow's Board meeting, Agenda Item R4. I have corrected it and attached the correct version. The fixed text is highlighted below so that you know what part I changed.

f. Green jobs should also provide wages that allow a household to be self-sufficient and ultimately sustainable. For example, according to a self sufficiency study from the University of Washington, commissioned on behalf of the regional Workforce Investment Board, for a single headed household with one child under the age of five and one child over the age of 5, the self-sufficiency wage in Multnomah County is \$15.32 per hour.

I'm sorry to make subh a late change. Please let me know if you need anything else from me.

Thank you,
Molly

Molly Chidsey

Program Development Specialist
Multnomah County Sustainability Program
(503) 988-4094
www.co.multnomah.or.us/sustainability

9/23/2008

REVISED 09/23/08 (Finding F)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Adopting the "Local Government Green Jobs Pledge"

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County's Sustainability Principles adopted in 2004 by Resolution 04-019 found that "Environmental quality, economic health, and social well-being are interconnected and action in one of these areas impacts all other areas," and resolved to "Promote a sustainable future that meets today's needs without compromising the ability of future generations to meet their needs."
- b. Two of Multnomah County's top priority areas include a thriving economy and clean, healthy neighborhoods with a vibrant sense of community. Sustainable economic development that includes green jobs supports both of these priorities.
- c. Green jobs are defined as jobs that contribute significantly to preserving or enhancing environmental quality; provide career pathways and family wage jobs for all workers; and emphasize community-based investments that cannot be outsourced.
- d. Community-based green jobs programs in places like Oakland, Richmond, Boston, Los Angeles, and New York City have prompted state-level commitments in Washington, California, Minnesota, and Pennsylvania and set the stage for the federal Green Jobs Act of 2007.
- e. Green jobs efforts in Oregon are newly underway, including training programs instituted by Verde, Oregon Tradeswomen Inc., and other community-based entities; the Oregon Apollo Alliance; and the Sustainable Oregon Workforce Initiative.
- f. Green jobs should also provide wages that allow a household to be self-sufficient and ultimately sustainable. For example, according to a self sufficiency study from the University of Washington commissioned on behalf of the regional Workforce Investment Board, for a single headed household with one child under the age of five and one child over the age of 5, the self-sufficiency wage in Multnomah County is \$15.32 per hour.
- g. As a provider of social services, Multnomah County is uniquely positioned to help determine how sustainable economic development and green jobs can improve social equity and provide pathways out of poverty for members of our community who are not the typical audience for sustainability programs, including households living below the federal poverty level, households with members who

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 08-129

Adopting the "Local Government Green Jobs Pledge"

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County's Sustainability Principles adopted in 2004 by Resolution 04-019 found that "Environmental quality, economic health, and social well-being are interconnected and action in one of these areas impacts all other areas," and resolved to "Promote a sustainable future that meets today's needs without compromising the ability of future generations to meet their needs."
- b. Two of Multnomah County's top priority areas include a thriving economy and clean, healthy neighborhoods with a vibrant sense of community. Sustainable economic development that includes green jobs supports both of these priorities.
- c. Green jobs are defined as jobs that contribute significantly to preserving or enhancing environmental quality; provide career pathways and family wage jobs for all workers; and emphasize community-based investments that cannot be outsourced.
- d. Community-based green jobs programs in places like Oakland, Richmond, Boston, Los Angeles, and New York City have prompted state-level commitments in Washington, California, Minnesota, and Pennsylvania and set the stage for the federal Green Jobs Act of 2007.
- e. Green jobs efforts in Oregon are newly underway, including training programs instituted by Verde, Oregon Tradeswomen Inc., and other community-based entities; the Oregon Apollo Alliance; and the Sustainable Oregon Workforce Initiative.
- f. Green jobs should also provide wages that allow a household to be self-sufficient and ultimately sustainable. For example, according to a self sufficiency study from the University of Washington commissioned on behalf of the regional Workforce Investment Board, for a single headed household with one child under the age of five and one child over the age of 5, the self-sufficiency wage in Multnomah County is \$15.32 per hour.
- g. As a provider of social services, Multnomah County is uniquely positioned to help determine how sustainable economic development and green jobs can improve social equity and provide pathways out of poverty for members of our community who are not the typical audience for sustainability programs, including households living below the federal poverty level, households with members who

are formerly involved in the criminal justice system, or households in communities of color.

- h. Multnomah County has had a commitment to sustainability at the local level since 2001. In addition, county support of energy efficiency and renewable energy projects achieve multiple benefits of environmental protection and economic development. These commitments pave the way for the County to support the development of green jobs that simultaneously build a green economy and improve the quality of life for all County's residents.

The Multnomah County Board of Commissioners Resolves:

1. To adopt the attached "Local Government Green Jobs Pledge."

ADOPTED this 25th day of September 2008.

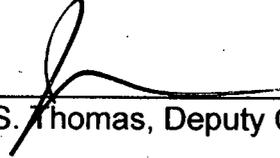


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON.


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas, Deputy County Attorney

SUBMITTED BY:
Mindy Harris, Chief Financial Officer

LOCAL GOVERNMENT GREEN JOBS PLEDGE

BUILDING A GREEN ECONOMY FROM THE BOTTOM UP

The 21st century is our time to build an inclusive green economy in the United States that benefits our neighborhoods, our working families and our planet. Our green future will be invented at the local level and crafted by local leaders, and our actions will provide an example and a challenge to our state and federal governments. We are ready to rebuild American competitiveness and environmental leadership by growing a green economy that fights global warming, pollution and poverty at the same time.

AS LOCAL GOVERNMENT LEADERS, WE COMMIT TO:

Focus on green-collar jobs as a central strategy for advancing environmental, economic, and climate protection goals. Green-collar jobs:

- ◆ Provide pathways to prosperity for all workers;
- ◆ Offer competitive salaries and lead to a lasting career-track, thereby strengthening the US middle class;
- ◆ Emphasize community-based investments that cannot be outsourced;
- ◆ Contribute directly to preserving or enhancing environmental quality.

Grow an inclusive sustainable economy that creates green-collar jobs that:

- ◆ Strengthen and make further progress on our stated commitment to improving the environment in ways that grow both the green economy and green-collar jobs locally;
- ◆ Build on climate and environmental commitments to create market demand for green products, services, and skilled workers and create more prosperous local economies;
- ◆ Catalyze green-collar job creation and training by supporting policies that drive public and private investment in an inclusive local green economy; and
- ◆ Develop education and job training programs that improve social equity and provide pathways out of poverty for our residents while strengthening our middle class by equipping workers for high demand jobs in the green economy.

Execute tangible actions that place priority on building an inclusive green economy that will:

- ◆ Involve our communities in developing and enacting green-collar jobs initiatives;
- ◆ Drive accountability and resolve to continuously improve and strengthen our efforts to invest in climate solutions that create economic opportunity and build sustainable communities;
- ◆ Provide accessible leadership that is responsive to our communities as we evolve the green economy;
- ◆ Use the purchasing power of our local governments to create markets for renewable energy, energy efficiency and other green industries; and
- ◆ Invest new local government resources in programs and initiatives that build an inclusive green economy, while leveraging and aligning existing public resources, and private sources of capital and finance, toward these same goals.

We commit to join together as a movement of local governments across the United States to seize the economic, environmental and social opportunities offered by building an inclusive green economy of high quality jobs and a thriving green-collar workforce.

Let's do it now—together. There is no time to waste.

SIGNED

Mayor Martin Chávez
Albuquerque, New Mexico

County Executive Ron Sims
King County, Washington

TITLE

DATE

CITY OR COUNTY



Center for American Progress



ICLEI
Local
Governments
for Sustainability



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 09/25/08
 Agenda Item #: R-5
 Est. Start Time: 9:50 AM
 Date Submitted: 09/16/08

PROCLAMATION Proclaiming Board Recognition of the Document, "Making the Invisible Visible" Created by Portland's Native American Community, and Celebration of its Unveiling at Portland's "Dancing in the Square: American Indian Day and Celebration" on September 26, 2008, in Multnomah County,
 Agenda Title: **Oregon**

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

Requested Meeting Date: September 25, 2008 Amount of Time Needed: 20 minutes
 Department: Non-Departmental Division: Chair's Office
 Contact(s): Hector Roche
 Phone: 503 988-5772 Ext. 85772 I/O Address: 503/600
 Presenter(s): Roy Sampsel and Rey Espana

General Information

1. What action are you requesting from the Board?
 Proclamation
2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.
 24 Native American organizations have crafted a document which tells the story of Portland's Urban Native community – its history, its present and its future
3. Explain the fiscal impact (current year and ongoing).
 None
4. Explain any legal and/or policy issues involved.
 None
5. Explain any citizen and/or other government participation that has or will take place.

Required Signature

Elected Official or Department/ Agency Director: TED WHEELER Date: 09-16-08

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. _____

Proclaiming Board Recognition of the Document, "Making the Invisible Visible" Created by Portland's Native American Community, and Celebration of its Unveiling at Portland's "Dancing in the Square: American Indian Day and Celebration" on September 26, 2008, in Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

- a. Portland is the ninth largest Native American population in the United States with people representing over 380 distinct Tribes.
- b. The Portland Metro area rests on traditional village sites of the Multnomah, Kathlamet, Clackamas, Bands of Chinook, Tualatin Kalapuya, Molalla and many other Tribes who made their homes along the Columbia River, creating communities and summer encampments to harvest and use the plentiful natural resources of the area.
- c. Twenty-four Portland Native American organizations through consensus created the "Making the Invisible Visible" document which tells the story of Portland's Urban Native community – its history, its present and its future.
- d. This document was created over an 18 month period, and every word was collectively agreed on and vetted by the twenty-four Native organizations and their leaders in cooperation with several Oregon Tribes.
- e. The "Making the Invisible Visible" document addresses the false perceptions that Native Americans no longer exist and also addresses chronic undercounts, inaccurate data and stereotypes that perpetuate this misconception.
- f. September 26, 2008 marks the second annual American Indian Celebration, "Dancing in the Square", a gathering of thousands of Native people.
- g. On September 26th, the unveiling and launch of "Making the Invisible Visible" will occur at "Dancing in the Square".

The Multnomah County Board of Commissioners Proclaims:

1. The Board proclaims recognition and support of the work of the twenty-four Portland Native American organizations who through consensus, created the

"Making the Invisible Visible" document to educate the larger Portland area community.

2. To show its support the Board of County Commissioners officially recognizes the document, "Making the Invisible Visible" and Portland's Native American Community and celebrates its unveiling at Portland's "Dancing in the Square: American Indian Day and Celebration" on September 26, 2008.

ADOPTED this 25th day of September, 2008.

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

Ted Wheeler, County Chair

**Maria Rojo de Steffey,
Commissioner District 1**

**Jeff Cogen,
Commissioner District 2**

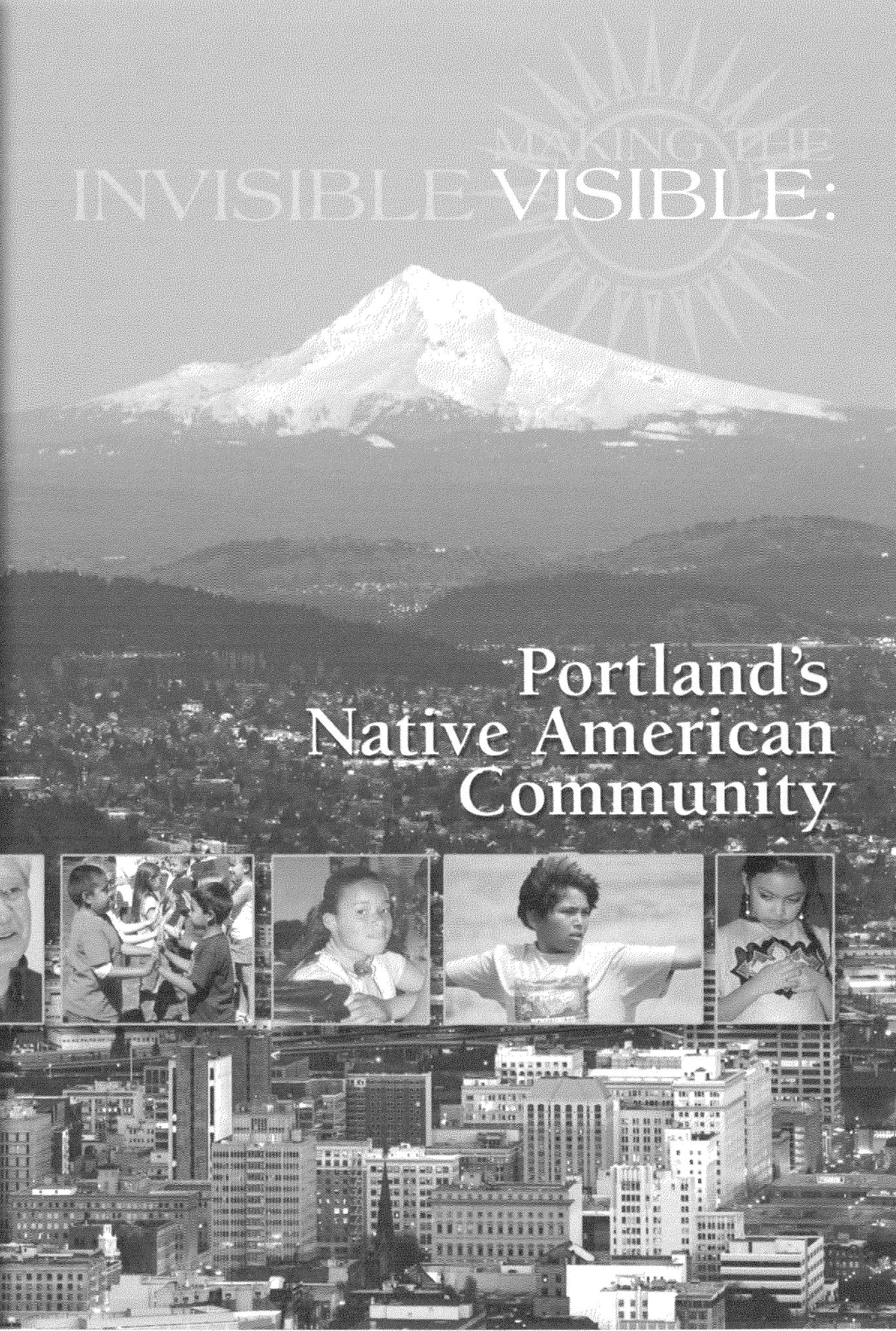
**Lisa Naito,
Commissioner District 3**

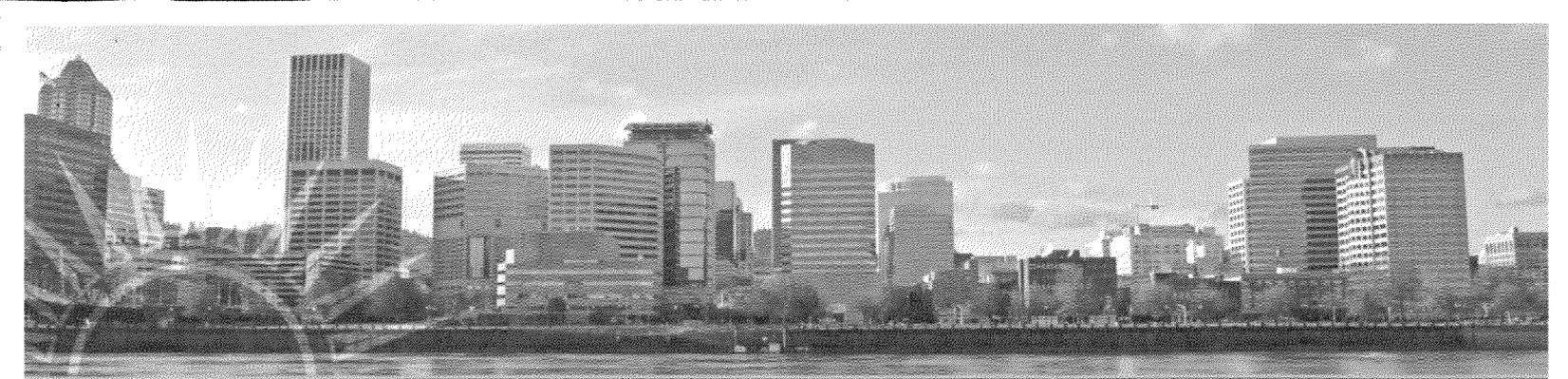
**Lonnie Roberts,
Commissioner District 4**

**SUBMITTED BY:
Ted Wheeler, Multnomah County Chair**

MAKING THE
INVISIBLE VISIBLE:

Portland's Native American Community





MAKING THE INVISIBLE VISIBLE:

Portland has the 9th largest Native American population in the United States (MSA, US Census 2000). We live here and we thrive here. We are numerous. The Portland Urban Native community is descended from over 380 tribes and many of us are multi-tribal and multi-ethnic. We represent varying degrees of tribal affiliation: some of us are tribally enrolled and some of us are not, but we all have ancestral ties to our tribes. Some of us are enrolled members of local tribes with reserved treaty rights to fish and gather in the Columbia and Willamette Rivers, but many of us are members or descendants of more distant tribes. We come to this city for as many reasons as there are clans and people, and our stories are powerful.

The Portland Metro area rests on traditional village sites of the Multnomah, Kathlamet, Clackamas, Bands of Chinook, Tualatin, Kalapuya, Molalla and many other Tribes who made their homes along the Columbia River, creating communities and summer encampments to harvest and use the plentiful natural resources of the area.

After European contact, what followed for the indigenous people of the Portland area was a series of territorial and then federal policy decisions designed to eliminate and later assimilate Native people. The 18th and early 19th centuries brought diseases that decimated populations, often killing 9 out of every 10 people (Boyd: 1999). The Boarding School Era policies, which lasted from the

mid 1800s through the 1960s, marked the beginning of a long campaign to integrate indigenous people into the Western culture. "Kill the Indian and save the man" summarized the philosophy that underlay most government policies of the era (Pratt: 1879). Federal Relocation Policy, which began in the 1950s, forced over a third of the Native population to relocate to seven major cities, including Portland (Fixico: 2002).

Termination of federal recognition of many tribes began in 1954. Under the Western Oregon Termination Act (1954) and the Klamath Termination Act (1954) a large number of Oregon Tribes had their governments abolished, lands taken and social services revoked. In 1977, the Confederated Tribes of the Siletz Indians would be the first Oregon Tribe to regain its federally recognized tribal status; the Grand Ronde, Klamath, have subsequently had their Termination repealed by an act of Congress, and other tribal communities have been federally recognized after decades of struggle. There are still tribes in Oregon for whom termination remains a bitter reality, and even for tribes who have been re-instated its effects are still felt. In response, thousands of our Native families came to Portland to seek jobs, a place to live, and community. In the 2000 U.S. Census, the Portland MSA – a census bureau defined metropolitan region that includes Multnomah County and parts of three other counties – reported that there were 19, 209 Native Americans of one race and 38, 926 multi-



Portland's Native American Community

racial Native Americans living in the Portland Metro area (US Census 2000, SF3).

Currently, Native people count disproportionately among the urban poor. We experience the highest rates of homelessness, poverty and unemployment of all ethnic groups; depression, addiction and diabetes impact us in numbers far exceeding the norm. We constitute 24% of all children in foster care in Multnomah County, and only 37% of our high school students living in Portland graduate on time (Portland Schools Foundation: 2006).

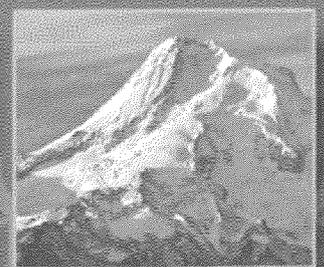
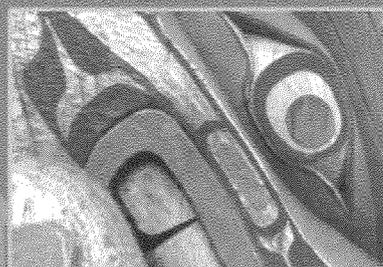
Even with our large population and the strong evidence of need, resources have not been equitably distributed to our community. There are false perceptions that we no longer exist and chronic undercounts, inaccurate data and stereotypes about what we look like perpetuate this misconception. It is commonly believed that our education, health care, and other social support systems are fully paid for by government funding or gaming /casino revenues. These misunderstandings lead to policies and decisions that limit our access to social services and other community resources in the city where we live.

Despite the barriers, we continue to foster our culture and celebrate our heritage. We are successful, contributing members of the city of Portland. We pay taxes, we volunteer, we vote, we share our heritage and we care about the collective future of our children and of this community. There are well over 20

Native organizations in the area, run by and staffed with Native people, and our combined resources represent over 50 million dollars in revenue that go to local taxes, businesses and services. Our population is young and growing; over 40% of our community is under the age of 25 (US Census 2000). Some of our most important work revolves around preparing our youth to become the future leaders of this city, their tribes, and our community.

We are passing on our many strengths and assets. We serve the community and we help each other. As distinct and urban tribal peoples may be, we have a collective vision of what we want for our children and families. We work to connect with other urban Native people; to create a common place to meet and reconnect to each other, our ceremonies and cultures. We want to be recognized and treated with respect. We want our cultures and religions to be valued. We want safe, affordable housing, access to employment options, and equal opportunities to build community. We have important and diverse indigenous values and worldviews that contribute to the livability and uniqueness of Portland, and we see ourselves as part of its future.

For more information and to support Portland's Native American community, please see the list of contributing organizations.



Portland's Native American Community

MAKING THE INVISIBLE VISIBLE:

Contributing Organizations

Bonneville Power Administration Tribal Affairs (BPA)
www.bpa.gov/corporate/About_BPA/tribes

Bow and Arrow Culture Club
503.380.6595

ChristieCare
www.christiecare.org • 503.635.3416

Concerned Indian Citizens
503.285.4474

Confederated Tribes of Siletz Indians
503.238.1512

Columbia River Inter-Tribal Fish Commission (CRITFC)
www.critfc.org • 503.238.0667

Good Spirit
503.515.2053

Lewis & Clark, Indigenous Ways of Knowing Program
www.lclark.edu/~iwok • 503.768.6155

National Indian Child Welfare Association (NICWA)
www.nicwa.org • 503.222.4044

Native American Program, Legal Aid Services of Oregon
(NAPOLS)
503.223.9483

Native American Youth and Family Center
(NAYA Family Center) www.nayapdx.org • 503.288.8177

Native People's Circle of Hope
www.nativepeoplescoh.org • 503.970.8004

Northwest Indian Veterans Association
<http://www.atnitribes.org/Veteran.html>
360.696-4061 Ext 3413

Northwest Portland Area Indian Health Board (NPAIHB)
www.npaihb.org • 503.228.4185

ONABEN – A Native American Business Network
www.onaben.org • 503.968.1500

One Sky Center
www.oneskycenter.org • 503.494.3703

Oregon Native American Chamber
www.onacc.org

Pi Nee Waus
503.477.5629

Portland Indian Elders Association
ravart@pacifier.com • mizzbuckie@comcast.net
360.574.6164

Portland State University Institute for Tribal Government
www.tribalgov.pdx.edu • 503.725-9000

Portland Public Schools Title VII Indian Education
www.indianed.pps.k12.or.us • 503.916.6499

Portland Youth and Elders Council
www.nayapdx.org • 503.288.8177

Tribal Leadership Forum
www.tribalgov.pdx.edu/forum.php • 503.647.7734

Wisdom of the Elders
www.wisdomoftheelders.org



BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 08-130

Proclaiming Board Recognition of the Document, "Making the Invisible Visible" Created by Portland's Native American Community, and Celebration of its Unveiling at Portland's "Dancing in the Square: American Indian Day and Celebration" on September 26, 2008, in Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

- a. Portland is the ninth largest Native American population in the United States with people representing over 380 distinct tribes.
- b. The Portland Metro area rests on traditional village sites of the Multnomah, Kathlamet, Clackamas, Bands of Chinook, Tualatin Kalapuya, Molalla and many other Tribes who made their homes along the Columbia River, creating communities and summer encampments to harvest and use the plentiful natural resources of the area.
- c. Twenty-four Portland Native American organizations through consensus created the "Making the Invisible Visible" document which tells the story of Portland's Urban Native community – its history, its present and its future.
- d. This document was created over an 18 month period, and every word was collectively agreed on and vetted by the twenty-four Native organizations and their leaders in cooperation with several Oregon Tribes.
- e. The "Making the Invisible Visible" document addresses the false perceptions that Native Americans no longer exist and chronic undercounts, inaccurate data and stereotypes that perpetuate this misconception.
- f. September 26, 2008 marks the second annual American Indian Celebration, "Dancing in the Square", a gathering of thousands of Native people.
- g. On September 26th, the unveiling and launch of "Making the Invisible Visible" will occur at "Dancing in the Square".

The Multnomah County Board of Commissioners Proclaims:

1. The Board proclaims recognition and support of the work of the twenty-four Portland Native American organizations who through consensus, created the

"Making the Invisible Visible" document to educate the larger Portland area community.

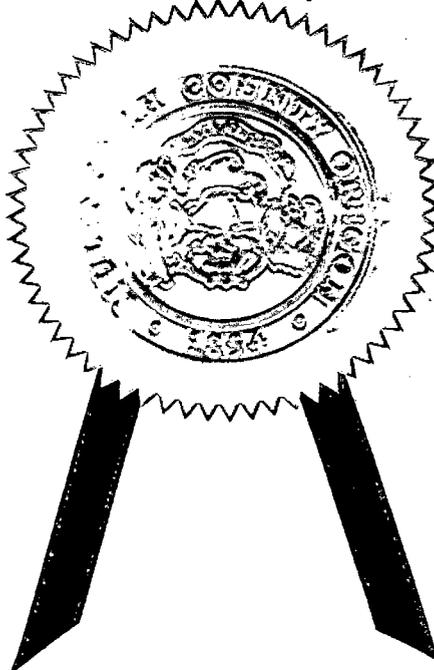
2. To show its support the Board of County Commissioners officially recognizes the document, "Making the Invisible Visible" and Portland's Native American Community and celebrates its unveiling at Portland's "Dancing in the Square: American Indian Day and Celebration" on September 26, 2008.

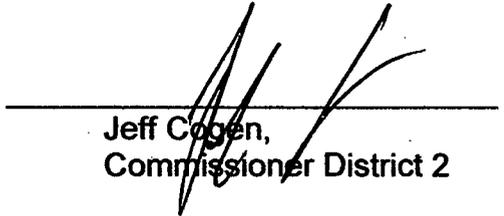
ADOPTED this 25th day of September, 2008.

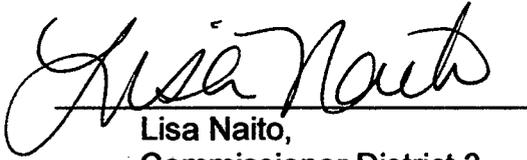
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

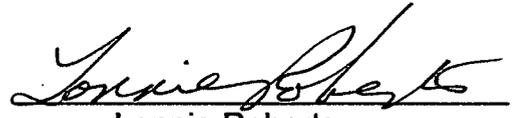

Ted Wheeler, County Chair


Maria Rojo de Steffey,
Commissioner District 1




Jeff Cogen,
Commissioner District 2

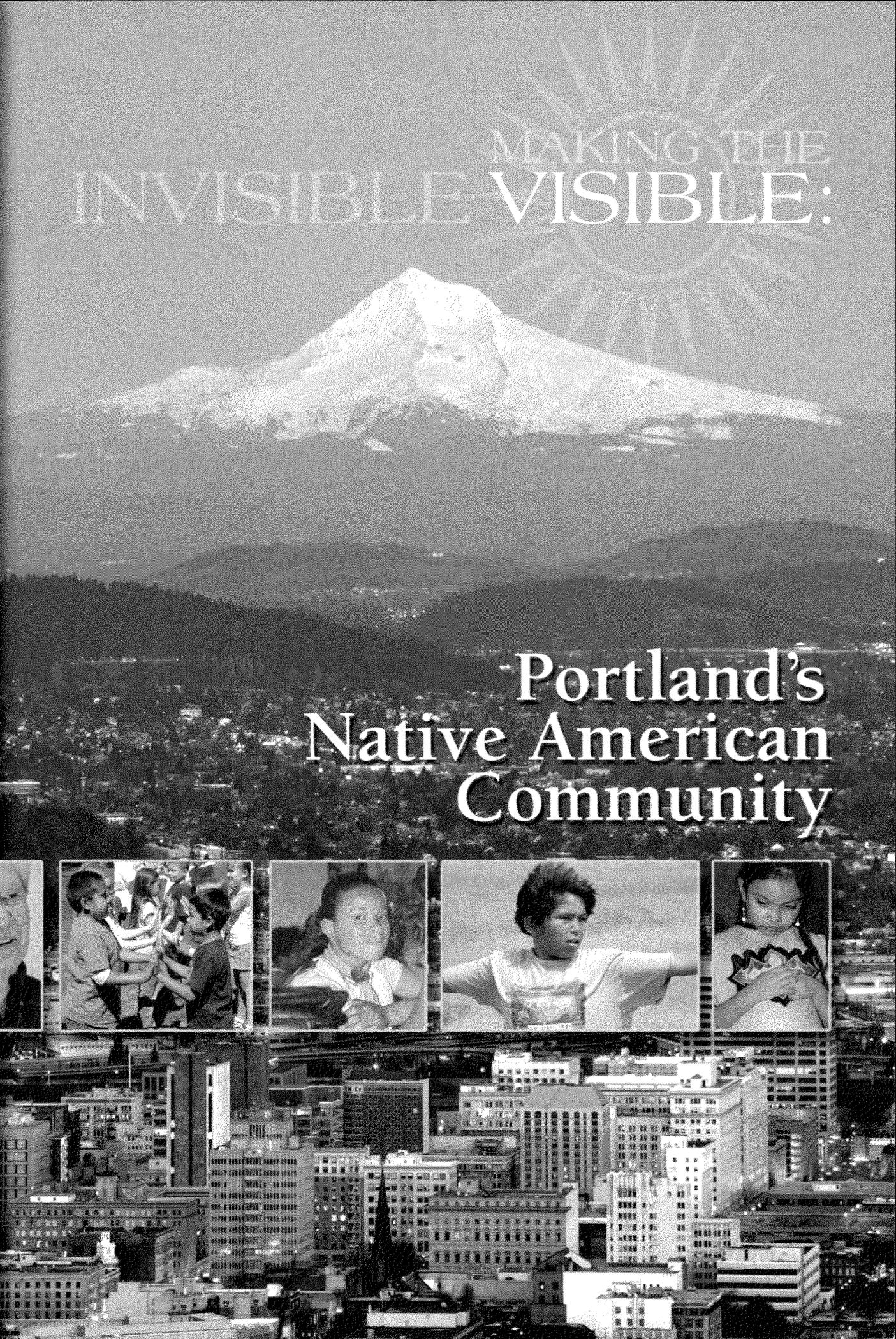

Lisa Naito,
Commissioner District 3


Lonnie Roberts,
Commissioner District 4

SUBMITTED BY:
Ted Wheeler, Multnomah County Chair

MAKING THE
INVISIBLE VISIBLE:

Portland's
Native American
Community





MAKING THE INVISIBLE VISIBLE:

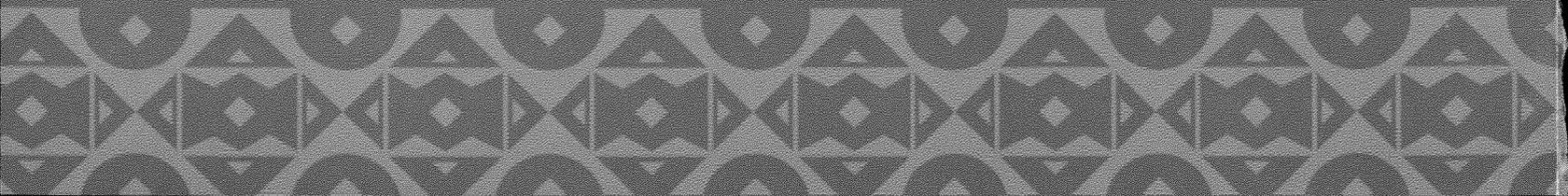
Portland has the 9th largest Native American population in the United States (MSA, US Census 2000). We live here and we thrive here. We are numerous. The Portland Urban Native community is descended from over 380 tribes and many of us are multi-tribal and multi-ethnic. We represent varying degrees of tribal affiliation: some of us are tribally enrolled and some of us are not, but we all have ancestral ties to our tribes. Some of us are enrolled members of local tribes with reserved treaty rights to fish and gather in the Columbia and Willamette Rivers, but many of us are members or descendants of more distant tribes. We come to this city for as many reasons as there are clans and people, and our stories are powerful.

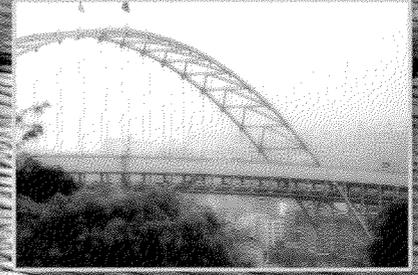
The Portland Metro area rests on traditional village sites of the Multnomah, Kathlamet, Clackamas, Bands of Chinook, Tualatin Kalapuya, Molalla and many other Tribes who made their homes along the Columbia River, creating communities and summer encampments to harvest and use the plentiful natural resources of the area.

After European contact, what followed for the indigenous people of the Portland area was a series of territorial and then federal policy decisions designed to eliminate and later assimilate Native people. The 18th and early 19th centuries brought diseases that decimated populations, often killing 9 out of every 10 people (Boyd: 1999). The Boarding School Era policies, which lasted from the

mid 1800s through the 1960s, marked the beginning of a long campaign to integrate indigenous people into the Western culture. "Kill the Indian and save the man" summarized the philosophy that underlay most government policies of the era (Pratt: 1879). Federal Relocation Policy, which began in the 1950s, forced over a third of the Native population to relocate to seven major cities, including Portland (Fixico: 2002).

Termination of federal recognition of many tribes began in 1954. Under the Western Oregon Termination Act (1954) and the Klamath Termination Act (1954) a large number of Oregon Tribes had their governments abolished, lands taken and social services revoked. In 1977, the Confederated Tribes of the Siletz Indians would be the first Oregon Tribe to regain its federally recognized tribal status; the Grand Ronde, Klamath, have subsequently had their Termination repealed by an act of Congress, and other tribal communities have been federally recognized after decades of struggle. There are still tribes in Oregon for whom termination remains a bitter reality, and even for tribes who have been re-instated its effects are still felt. In response, thousands of our Native families came to Portland to seek jobs, a place to live, and community. In the 2000 U.S Census, the Portland MSA - a census bureau defined metropolitan region that includes Multnomah County and parts of three other counties - reported that there were 19, 209 Native Americans of one race and 38, 926 multi-





Portland's Native American Community

racial Native Americans living in the Portland Metro area (US Census 2000, SF3).

Currently, Native people count disproportionately among the urban poor. We experience the highest rates of homelessness, poverty and unemployment of all ethnic groups; depression, addiction and diabetes impact us in numbers far exceeding the norm. We constitute 24% of all children in foster care in Multnomah County, and only 37% of our high school students living in Portland graduate on time (Portland Schools Foundation; 2006).

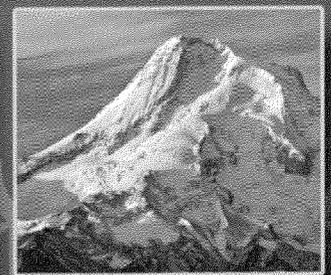
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Despite the barriers, we continue to foster our culture and celebrate our heritage. We are successful, contributing members of the city of Portland. We pay taxes, we volunteer, we vote, we share our heritage and we care about the collective future of our children and of this community. There are well over 20

Native organizations in the area, run by and staffed with Native people, and our combined resources represent over 50 million dollars in revenue that go to local taxes, businesses and services. Our population is young and growing; over 40% of our community is under the age of 25 (US Census 2000). Some of our most important work revolves around preparing our youth to become the future leaders of this city, their tribes, and our community.

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For more information and to support Portland's Native American community, please see the list of contributing organizations.



Portland's Native American Community **MAKING THE INVISIBLE VISIBLE:**

Contributing Organizations

Bonneville Power Administration Tribal Affairs (BPA)
www.bpa.gov/corporate/About_BPA/tribes

Bow and Arrow Culture Club
503.380.6595

ChristieCare
www.christiecare.org • 503.635.3416

Concerned Indian Citizens
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Confederated Tribes of Siletz Indians
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Columbia River Inter-Tribal Fish Commission (CRITFC)
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Good Spirit
503.515.2053

Lewis & Clark, Indigenous Ways of Knowing Program
www.lclark.edu/~iwok • 503.768.6155

National Indian Child Welfare Association (NICWA)
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Native American Program, Legal Aid Services of Oregon (NAPOLS)
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360.696-4061 Ext 3413

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www.onacc.org

Pi Nee Waus
503.477.5629

Portland Indian Elders Association
ravart@pacifier.com • mizzbuckie@comcast.net
360.574.6164

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Portland Public Schools Title VII Indian Education
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Portland Youth and Elders Council
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Tribal Leadership Forum
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Wisdom of the Elders
www.wisdomoftheelders.org





MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 09/25/08
 Agenda Item #: R-6
 Est. Start Time: 10:10 AM
 Date Submitted: 09/17/08

**Intergovernmental Revenue Agreement 0809077 with the Regional Organized
 Agenda Crime and Narcotics Task Force (ROCN) for the Sheriff's Office to Provide a
 Title: Sheriff's Law Enforcement Captain to ROCN**

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

Requested Meeting Date: September 25, 2008 Amount of Time Needed: 10 Minutes
 Department: Sheriff's Office Division: Enforcement
 Contact(s): Brad Lynch
 Phone: 503-988-4336 Ext. 84336 I/O Address: 503/350
 Presenter(s): Christine Kirk

General Information

1. What action are you requesting from the Board?

Approval of government contract 0809077.

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

Under the terms of this agreement the County, through the Sheriff's Office agrees to provide to ROCN a Law Enforcement Captain to provide coordination and oversight to the ROCN task force. This affects program offer 60067A Special Investigations Unit. The Sheriff's Office is a member of ROCN and this action will assist in the ROCN Task Force mission to reduce and eliminate drug trafficking organizations throughout the region.

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

ROCN agrees to pay for the salary, fringe, benefits and expenses for the Law Enforcement Captain. The payment for the remainder of FY2009 will be \$137,736.00, and will be adjusted on an annual basis for COLA.

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

This agreement has been reviewed by the County Attorney's office.

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

None other than stated above.

Required Signature

Elected Official: /s/ Bob Skipper Date: 09/17/08

LYNCH Brad B

From: WEBER Jacquie A [jacquie.a.weber@co.multnomah.or.us]
Sent: Wednesday, September 17, 2008 10:41 AM
To: LYNCH Brad B
Subject: RE: Contract Review Request - ROCN Captain

This IGA may be circulated for signature.

From: LYNCH Brad B [mailto:brad.lynch@mcsos.us]
Sent: Wednesday, September 17, 2008 9:28 AM
To: WEBER Jacquie A
Cc: DUNAWAY Susan M
Subject: Contract Review Request - ROCN Captain

Good morning Jacquie. I've attached an IGA just sent to me by Larry Aab for the Sheriff; it's for ROCN to reimburse MCSO for the salary, fringe, benefits, expenses for providing a law enforcement captain to ROCN. Maybe you've seen this already?

Thanks, Brad

Brad Lynch

Multnomah County Sheriff's Office
Fiscal Unit
501 SE Hawthorne Blvd, STE 350
Portland, OR 97214
Phone (503) 988-4336
Fax (503) 988-4317
email: brad.lynch@mcsos.us

<http://www.mcsos.us/>

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 0809077

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached

Amendment #: _____

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Expenditure Contract
PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input checked="" type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> INTER-DEPARTMENTAL AGREEMENT (IDA)

Department: Sheriff's Office Division/ Program: Executive Office Date: 09/17/08
 Originator: Larry Aab Phone: 503-988-4489 Bldg/Room: 503/350
 Contact: Brad Lynch Phone: 503-988-4336 Bldg/Room: 503/350

Description of Contract: IGA to reimburse Multnomah County for services and expenses of a Sheriff's Office law enforcement captain provided to the Regional Organized Crime and Narcotics Task Force (ROCN).

RENEWAL: PREVIOUS CONTRACT #(S)

EEO CERTIFICATION EXPIRES

PROCUREMENT EXEMPTION OR CITATION # 46-0130(1)(f) ISSUE DATE: _____ EFFECTIVE DATE: _____ END DATE: _____

CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor	Regional Organized Crime Narcotics Task Force			Remittance address (If different)	_____		
Address	PO Box 82209			Payment Schedule / Terms:	<input type="checkbox"/> Lump Sum \$ _____		
City/State	Portland, OR				<input type="checkbox"/> Due on Receipt		
ZIP Code	97282				<input type="checkbox"/> Monthly \$ _____		
Phone	503-234-5300				<input type="checkbox"/> Net 30		
Employer ID# or SS#	_____			<input type="checkbox"/> Other \$ _____			
Contract Effective Date	<u>09/22/08</u>	Term Date	<u>06/30/09</u>	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:			
Amendment Effect Date	_____	New Term Date	_____	_____			
Original Contract Amount	\$ 137,736.00			Original PA/Requirements Amount	\$ _____		
Total Amt of Previous Amendments	\$ _____			Total Amt of Previous Amendments	\$ _____		
Amount of Amendment	\$ _____			Amount of Amendment	\$ _____		
Total Amount of Agreement	\$ 137,736.00			Total PA/Requirements Amount	\$ _____		

REQUIRED SIGNATURES:

Department Manager _____	DATE _____
County Attorney <u>[Signature]</u>	DATE _____
CPCA Manager _____	DATE _____
County Chair <u>[Signature]</u>	DATE <u>9/25/08</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS: _____

INTERGOVERNMENTAL AGREEMENT

Contract Number 0809077

This is an Agreement between the Regional Organized Crime and Narcotics Task Force (ROCN) and Multnomah County Oregon, Multnomah County Sheriff's Office (County).

PURPOSE

The purpose of this agreement is to reimburse Multnomah County for services and expenses of a Sheriff's Office Law Enforcement Captain provided to ROCN on a full time basis for the duration of this three year contract.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from September 22, 2008 through June 30, 2009. This agreement may be renewed for an additional 3 year term.
2. **RESPONSIBILITIES OF ROCN.** The ROCN agrees to pay for the salary, fringe, and benefits, and expenses of a Law Enforcement Captain for the Multnomah County Sheriff's Office during this 3 year term adjusted on an annual basis for COLA awarded to exempt Multnomah County Managers by the Board of County Commissioners. The payment for the remainder of fiscal year 2009 is \$129,281 for salary and benefits, and \$8,455 for indirect costs for a total of \$137,736. ROCN agrees to provide a vehicle, vehicle insurance, fuel, maintenance and replacement of vehicle when necessary, office supplies, cell phones, and other operating supplies to the Law Enforcement Captain. Costs for the remaining term of this IGA shall be provided annually by the County during its budgeting process. The first payment is due thirty (30) days after the ratification of this IGA and then on July 1st of each year thereafter and should be remitted to :

Multnomah County Sheriff's Office
Attn: Fiscal Unit
501 SE Hawthorne Blvd.
Portland, Or 97214
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to provide a Law Enforcement Captain to provide coordination and oversight to the ROCN Task Force in its efforts to reduce and eliminate the drug trafficking organizations distribution illegal narcotics or transporting illegal narcotics throughout the region.
4. **TERMINATION.** This agreement may be terminated by either party upon 90 days written notice.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Multnomah County shall indemnify, defend and hold harmless ROCN from and against all liability, loss and costs arising out of or resulting from the acts of the County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 ROCN shall indemnify and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of ROCN, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE.** Each party shall be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
10. **SUBCONTRACTS AND ASSIGNMENTS.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
12. **ADDITIONAL TERMS AND CONDITIONS:**
- a. The Law Enforcement Captain shall be subject to the rules, regulations, and disciplinary process of the Multnomah County Sheriff's Office. After consultation with the ROCN Board of Directors, discipline or corrective action, up to and including termination, shall be at the sole discretion of the Multnomah County Sheriff.
 - b. The Law Enforcement Captain shall be subject to any performance reviews provided by the Multnomah County Sheriff's Office.

Multnomah County, Oregon:

Regional Organized Crimes & Narcotics

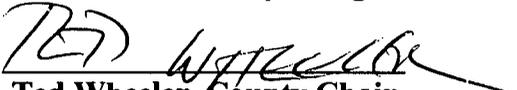
Bob Skipper, Sheriff

Signature

Date: _____

Name _____
Please Print

Multnomah County, Oregon


Ted Wheeler, County Chair

Title: _____

Date: _____

**AGNES SOWLE, COUNTY ATTORNEY FOR
MULTNOMAH COUNTY**

Approved as to form:

By:  _____

By: _____



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-7 DATE 9/25/08
 ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 09/25/08
 Agenda Item #: R-7
 Est. Start Time: 10:15 AM
 Date Submitted: 09/17/08

BUDGET MODIFICATION: MCSO -01

Agenda Title: Budget Modification MCSO-01 Appropriating \$137,736 in Regional Organized Crime Narcotics Task Force (ROCN) Contract Funding

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

Requested Meeting Date:	<u>September 25, 2008</u>	Amount of Time Needed:	<u>5 Minutes</u>
Department:	<u>Sheriff's Office</u>	Division:	<u>Law Enforcement</u>
Contact(s):	<u>Wanda Yantis</u>		
Phone:	<u>503 988-4455</u>	Ext.	<u>84455</u>
		I/O Address:	<u>503/350</u>
Presenter(s):	<u>Christine Kirk, Wanda Yantis</u>		

General Information

1. What action are you requesting from the Board?

The Sheriff's Office is requesting approval of Budget Modification MCSO-01 to appropriate \$137,736 in Regional Organized Crime Narcotics Task Force (ROCN) Funding to our Enforcement Division Budget.

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

The Sheriff's Office is to provide a Law Enforcement Captain to provide coordination and oversight to the ROCN Task Force in its efforts to reduce and eliminate the drug trafficking organizations distributing illegal narcotics or transporting illegal narcotics throughout the region. The ROCN Task Force will reimburse the Sheriff's Office for services and expenses of the Law Enforcement captain provided to ROCN on a full time basis for the duration of the three year contract. This is tied to program offer 60067A Special Investigations Unit in the FY 09 Budget.

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

This will increase the Enforcement Division's revenue by \$137,736 in the Public Safety Fund. The funds also cover the central indirect for administration of the funds. This is the first year of a three

year contract.

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

N/A

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

N/A

ATTACHMENT A

Budget Modification

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

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

This is an increase of revenue of \$137,736 in the Public Safety Fund for The Sheriff's Office Enforcement Division due to the Regional Organized Crime Narcotics Task Force (ROCN) Contract.

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

-The Enforcement Division will increase their Public Safety budget by \$137,736

-Increase Dept Indirect by \$5,779

-Increase Central Indirect by \$2,676

-Increase Risk Fund by \$15,007

- **What do the changes accomplish?**

This is an increase of revenue of \$137,736 in the Public Safety Fund for the Sheriff's Office Enforcement Division due to the Regional Organized Crime Narcotics Task Force (ROCN) Contract.

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

Yes, the addition of one (1.0) Law Enforcement Captain position which would be funded by ROCN for the remainder of this fiscal year and the next 2 fiscal years.

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

All overhead costs are covered.

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

This is a three year contract starting this fiscal year. When the contract ends, the position will be eliminated. This is tied to program offer 60067A MCSO Special Investigations Unit in the FY 09 Budget.

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

This is a three year contract.

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

This is a three year contract starting this fiscal year. When the contract ends, the position will be eliminated.

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

ATTACHMENT B

BUDGET MODIFICATION: MCSO - 01

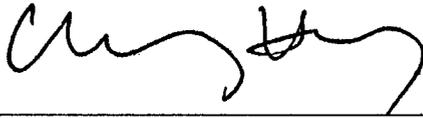
Required Signatures

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

/s/ Sheriff Bob Skipper

Date: 09/17/08

Budget Analyst:



Date: 09/17/08

Department HR:



Date: 09/18/08

Countywide HR:

Date: _____

Budget Modification ID: **MCSO-01**

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 2009

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	60-50	1516	50			SOSIU3.3	50170	0	(137,736)	(137,736)		IG-OP-Direct Fed
2	60-50	1516	50			SOSIU3.3	60000	0	88,973	88,973		Permanent
3	60-50	1516	50			SOSIU3.3	60130	0	25,301	25,301		Salary-Related
4	60-50	1516	50			SOSIU3.3	60140	0	15,007	15,007		Insurance
5	60-50	1516	50			SOSIU3.3	60350	0	2,676	2,676		Central Indirect
6	60-50	1516	50			SOSIU3.3	60355	0	5,779	5,779		Dept Indirect
7									0			
8	60-00	1000			604020		50370		(5,779)	(5,779)		Dept Indirect
9	60-00	1000			604020		60240		5,779	5,779		Supplies
10									0			
11	19	1000			9500001000		50310		(2,676)	(2,676)		Central Indirect Rev
12	19	1000			9500001000		60470		2,676	2,676		Contingency
13									0			
14	72-10	3500			705210		50316		(15,007)	(15,007)		Risk Fund
15	72-10	3500			705210		60330		15,007	15,007		Risk Fund
16									0			
17									0			
18									0			
19									0			
20									0			
21									0			
22									0			
23									0			
24									0			
25									0			
26									0			
27									0			
28									0			
29									0			
									0	0		Total - Page 1
									0	0		GRAND TOTAL

ANNUALIZED PERSONNEL CHANGE

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

						ANNUALIZED			
Fund	Job #	HR Org	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1516	9627		Captain		1.00	112,387	40,370	21,063	173,820
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
TOTAL ANNUALIZED CHANGES					1.00	112,387	40,370	21,063	173,820

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	Job #	HR Org	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1516	9627		Captain		0.79	88,973	25,301	15,007	129,281
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
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									-
									-
									-
									-
TOTAL CURRENT FY CHANGES					0.79	88,973	25,301	15,007	129,281



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 09/25/08
 Agenda Item #: R-8
 Est. Start Time: 10:20 AM
 Date Submitted: 09/15/08

Agenda Title: First Reading and Possible Adoption of a Proposed ORDINANCE Amending Special Ordinances 1106 and 1115 to Extend Time for Disposition of Tax Foreclosed Property, and Declaring an Emergency

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

Requested Meeting Date: September 25, 2008 Amount of Time Needed: 10 minutes
 Department: Non-Departmental Division: County Attorney
 Contact(s): Matthew O. Ryan, Assistant County Attorney
 Phone: 503-988-3138 Ext. 83138 I/O Address: 503/500
 Presenter(s): Matthew O. Ryan

General Information

1. What action are you requesting from the Board?

Approve first reading and adoption of Ordinance Amending Special Ordinances 1106 and 1115 to Extend Time for Disposition of Tax Foreclosed Property, and Declaring an Emergency

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

On January 3, 2008, by Special Ordinance 1106, the Board authorized the sale of tax foreclosed real property to its former owner, Lakea, Inc, by June 30, 2008. The former owner has negotiated with Carson Oil, which is an adjacent property owner to transfer title after the sale to a new entity affiliated with Carson Oil, to allow for the expansion of Carson at the site. Upon request of the parties, Special Ordinance No. 1115 was adopted in June and extended the time to complete the sale until September 30, 2008.

When Special Ordinance 1106 and 1115 were approved some environmental testing work on the property still remained to be done. It is our understanding that testing was completed this summer. But because certain test results were not provided until early September, the final sale is going to

take more time than first anticipated to complete the paper work. The parties are working with DEQ, EPA and others to complete documents such as the Prospective Purchaser Agreement.

It is in the best interests of the County to extend the authorized sale deadline to December 31, 2008. An emergency is declared in that it is necessary for this ordinance to be in effect in order for the sale to proceed.

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

N/A

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

None.

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

N/A

Required Signature

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



Date: 9/15/2008

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending Special Ordinance 1106 and Ordinance 1115 to Extend Time for Disposition of Tax Foreclosed Property, and Declaring an Emergency

The Multnomah County Board of Commissioners Finds:

- a. On January 3, 2008, by Special Ordinance 1106, the Board authorized the sale of real property to its former owner, Lakea Corporation, by June 30, 2008. In addition to recouping delinquent taxes, the repurchase would allow for necessary environmental cleanup work to be completed; the resale of the property and its reinstatement on the tax roll.
- b. Initially, required environmental testing at the site was expected to be completed by June 30th, but it was not completed by that time and the Board extended the authorized sale deadline to September 30, 2008, by Ordinance 1115 approved in June.
- c. There have been unanticipated delays with respect to completing the sale, and it is in the best interests of the County to further extend the authorized sale deadline.

Multnomah County Ordains as follows:

Section 1. Section 1 of Special Ordinance 1106 as amended by Ordinance 1115 is amended as follows:

“Notwithstanding MCC 7.402; Multnomah County is authorized to sell to Lakea Corporation the real properties described in the attached Exhibit A in compliance with the requirements of ORS 275.180, provided the sale of the property shall be completed no later than ~~September~~ December 31st, 2008.”

Section 2. This ordinance, being necessary for the health, safety, and general welfare of the people of Multnomah County, an emergency is declared and the ordinance takes effect upon its signature by the County Chair.

FIRST READING AND ADOPTION:

September 25, 2008

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

Agnes Sowle, County Attorney

Page 1 of 1 - Ordinance Amending Special Ordinance 1106 and Ordinance 1115

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 1121

Amending Special Ordinance 1106 and Ordinance 1115 to Extend Time for Disposition of Tax Foreclosed Property, and Declaring an Emergency

The Multnomah County Board of Commissioners Finds:

- a. On January 3, 2008, by Special Ordinance 1106, the Board authorized the sale of real property to its former owner, Lakea Corporation, by June 30, 2008. In addition to recouping delinquent taxes, the repurchase would allow for necessary environmental cleanup work to be completed; the resale of the property and its reinstatement on the tax roll.
- b. Initially, required environmental testing at the site was expected to be completed by June 30th, but it was not completed by that time and the Board extended the authorized sale deadline to September 30, 2008, by Ordinance 1115 approved in June.
- c. There have been unanticipated delays with respect to completing the sale, and it is in the best interests of the County to further extend the authorized sale deadline.

Multnomah County Ordains as follows:

Section 1. Section 1 of Special Ordinance 1106 as amended by Ordinance 1115 is amended as follows:

“Notwithstanding MCC 7.402; Multnomah County is authorized to sell to Lakea Corporation the real properties described in the attached Exhibit A in compliance with the requirements of ORS 275.180, provided the sale of the property shall be completed no later than ~~September~~ December 31, 2008.”

Section 2. This ordinance, being necessary for the health, safety, and general welfare of the people of Multnomah County, an emergency is declared and the ordinance takes effect upon its signature by the County Chair.

FIRST READING AND ADOPTION:

September 25, 2008

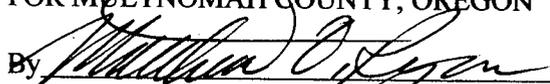


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

Agnes Sowle, County Attorney



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 09/25/08
Agenda Item #: R-9
Est. Start Time: 10:25 AM
Date Submitted: 09/09/08

Agenda Title: **Amendment No. 2 to Intergovernmental Expenditure Agreement 4600006301 with the City of Portland, for Traffic Studies for the Sellwood Bridge Rehabilitation or Replacement Project**

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

Requested Meeting Date: September 25, 2008 **Amount of Time Needed:** 5 minutes
Department: Community Services **Division:** Land Use & Trans Program
Contact(s): Michael Eaton, Project Manager
Phone: (503) 988-3757 **Ext.** 247 **I/O Address:** 446
Presenter(s): Ian Cannon

General Information

1. What action are you requesting from the Board?

Approval of Amendment No. 2 to the Intergovernmental Agreement with the City of Portland for additional participation in support of the Sellwood Bridge Replacement or Rehabilitation Project.

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

The Sellwood Bridge is deteriorated after approximately 80 years of service, and the bridge has a vehicle weight limit of 10 tons maximum. TriMet buses and most trucks are excluded from using the bridge. Approximately 30,000 vehicles cross the narrow two-lane bridge each day.

Multnomah County has initiated a planning and design process for either a major rehabilitation or replacement of the bridge. The Intergovernmental Agreement between the City of Portland and the County established the City as a project partner and arranged for the City to provide regulatory input and technical expertise in traffic modeling as part of the environmental process.

Amendment No. 2 extends the Contract term to allow the City to continue its participation in public policy, regulatory oversight, and technical expertise. It increases the Contract not to exceed (NTE)

amount to pay for the additional effort required to complete the environmental phase of the project. The scope of work in Amendment No. 2 to the IGA is as follows:

- 1) Extends the term of the IGA through June 9, 2009;
- 2) Requires the City's Project Manager and appropriate City staff to review and comment on the Locally Preferred Alternative (LPA) and respond to questions from the City Planning Commission and City Council in advance of the City Council voting on the Locally Preferred Alternative; and
- 3) Increases the not-to-exceed (NTE) amount of the IGA by \$51,464.20.

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

The Intergovernmental Agreement NTE amount is currently \$103,535.80. These funds are 100% reimbursable from state and federal funds dedicated to the Sellwood Bridge Replacement or Rehabilitation Project. This amendment increases the NTE by \$51,464.20.

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

N/A

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

The project has an extensive public involvement process which will extend over the next 18 months. It began with an outreach program that contacted 100 civic organizations: neighborhood associations, business associations; bike, pedestrian, and transit interest groups; freight and commuter advocacy groups, and environmental groups. Representatives from the various stakeholder groups were selected to participate on a Community Task Force to provide input to the planning process.

The County authorized the Community Task Force which has met nearly 20 times over the past two years. Open houses were held at every major decision point where the public has provided valued input. There has been extensive cooperation with the City of Portland, Oregon Department of Transportation, FHWA, TriMet, Clackamas County, and Metro. In addition, numerous regulatory agencies have been involved with the project, including National Marine Fisheries Service, Army Corps of Engineers, U. S. Fish and Wildlife, United States Coast Guard, Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, and Oregon Department of State Lands.

Required Signature

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



Date: 09/09/08

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

From: RYAN Matthew O
Sent: Monday, September 08, 2008 2:48 PM
To: KRAMER Cathey M
Subject: FW: Amendment #2 to IGA with COP re: Sellwood Bridge Project

Cathey,

The attached amendment has been reviewed and is approved for submission to the BCC for its consideration.

Matthew O. Ryan
Assistant County Attorney
Office of Multnomah County Attorney
501 SE Hawthorne, Suite 500
Portland, Oregon 97214
Tel: 503-988-3138; Fax: 503-988-3377
matthew.o.ryan@co.multnomah.or.us

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From: KRAMER Cathey M
Sent: Thursday, September 04, 2008 3:10 PM
To: RYAN Matthew O
Subject: Amendment #2 to IGA with COP re: Sellwood Bridge Project

Good afternoon, Matt. Michael Eaton asked me to forward the attached Amendment No. 2 to IGA No. 4600006301 for your review. I have attached the APR, as well, for your reference. Following review and approval, please indicate legal approval by e-mail. Thank you. Cathey Kramer



IGA Contract

Vendor Address
PORTLAND CITY OF OFFICE OF TRANSPORTATION 106/800

Information	
Contract Number	4600006301
Date	08/10/2006
Vendor No.	28777
Contact/Phone	BCS Bridges / 503-988-3757
Validity Period:	06/09/2006 - 06/09/2009
Minority Indicator:	Not Identified

Estimated Target Value: 155,000.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>IGA with Portland re: Sellwood Br NEPA</p> <p>Plant: F030 Community Service Requirements Tracking Number: 999 Requisition #: 10038992</p> <p><i>Intergovernmental Agreement with the City of Portland Office of Transportation Planning to establish City & County planning and public involvement tasks required under National Environmental Policy Act (NEPA) rules in connection with the proposed Sellwood Bridge Rehabilitation or Replacement Project.</i></p> <p><i>Effective Dates: 06/09/06 - 06/30/08</i></p> <p><i>Project Manager: Michael Eaton-Bridge Section/(503) 988-3757 x247 (Admin Contact: Cathey Kramer-Yeon (503) 988-5050 x22589) (WBS: 6700RT1015P600)</i></p> <hr/> <p><i>Amendment No. 1 to extend the term of the Agreement, add new work tasks, and adjust the Contract Not to Exceed (NTE) total by \$3,535.80 of the IGA with the City of Portland's Office of Transportation Planning to assist the County in accomplishing tasks required under National Environmental Policy Act (NEPA) requirements in the planning and public involvement process of the Sellwood Bridge Rehabilitation or Replacement Project.</i></p> <p><i>Amended Effective Dates: 06/09/06 - 01/31/09</i></p> <p><i>Project Manager: Michael Eaton-Bridge Section (503) 988-3757 x247 (Admin Contact: Cathey Kramer-Yeon (503) 988-5050 x22589)</i></p> <hr/> <p><i>Amendment No. 2 extends the term of the Agreement, adds to the quantity of ongoing tasks, and adjusts the Contract Not to Exceed (NTE) total to \$155,000, by an additional \$51,464.20 in Amendment No. 2, of the IGA with the City of Portland's Office of Transportation Planning to assist the County in accomplishing tasks required under National Environmental Policy Act (NEPA) requirements in the planning and public involvement process of the Sellwood Bridge Rehabilitation or Replacement Project.</i></p> <p><i>Amended Effective Dates: 06/09/06 - 06/09/09</i></p> <p><i>Project Manager: Michael Eaton-Bridge Section (503) 988-3757 x247 (Admin Contact: Cathey Kramer-Yeon (503) 988-5050 x22589)</i></p> <p>Ship to:</p> <p>*** Text changed ***</p>	100,000.000	Dollars	\$ 1.0000



IGA Contract

Vendor Address
PORTLAND CITY OF OFFICE OF TRANSPORTATION 106/800

Information
Contract Number 4600006301 Date 08/10/2006 Vendor No. 28777 Contact/Phone BCS Bridges / 503-988-3757 Validity Period: 06/09/2006 - 06/09/2009 Minority Indicator: Not Identified

Item	Material/Description	Target Qty	UM	Unit Price
0002	Amen #1 to Sellwood Br Proj IGA w-COP Plant: F030 Community Service Requirements Tracking Number: 99 <i>Amendment No. 1 to extend the term of the Agreement, add new work tasks, and adjust the Contract Not to Exceed (NTE) total by \$3,535.80 of the IGA with the City of Portland's Office of Transportation Planning to assist the County in accomplishing tasks required under National Environmental Policy Act (NEPA) requirements in the planning and public involvement process of the Sellwood Bridge Rehabilitation or Replacement Project.</i> <i>Amended Effective Dates: 06/09/06 - 01/31/09</i> <i>Project Manager: Michael Eaton-Bridge Section (503) 988-3757 x247 (Admin Contact: Cathey Kramer-Yeon (503) 988-5050 x22589)</i> Ship to: *** Text changed ***	3,535.800	Dollars	\$ 1.0000
0003	Amen #2 to Sellwood Br Proj IGA w-COP Plant: F030 Community Service Requirements Tracking Number: 99 <i>Amendment No. 2 extends the term of the Agreement, adds to the quantity of ongoing tasks, and adjusts the Contract Not to Exceed (NTE) total to \$155,000, by an additional \$51,464.20 in Amendment No. 2, of the IGA with the City of Portland's Office of Transportation Planning to assist the County in accomplishing tasks required under National Environmental Policy Act (NEPA) requirements in the planning and public involvement process of the Sellwood Bridge Rehabilitation or Replacement Project.</i> <i>Amended Effective Dates: 06/09/06 - 06/09/09</i> <i>Project Manager: Michael Eaton-Bridge Section (503) 988-3757 x247 (Admin Contact: Cathey Kramer-Yeon (503) 988-5050 x22589)</i> Ship to: Multnomah County Dept of Community Services Yeon Annex 1600 SE 190th Ave, 224 Portland OR 97233 *** Text changed ***	51,464.200	Dollars	\$ 1.0000

AMENDMENT NO. 2 to

INTERGOVERNMENTAL AGREEMENT NO. 460006301
Between Multnomah County (County) and City of Portland (City)

RECITALS:

The purpose of this Amendment No. 2 is to extend the Contract Term, add to the quantity of ongoing tasks, and to adjust the Contract Not to Exceed (NTE) amount.

THE PARTIES AGREE:

1. The Contract is amended, as follows:

A. At Section II.A. "TERM," delete the present text and substitute the following:

The term of this agreement shall be from June 9, 2006 to June 9, 2009.

B. At Section II.B. "RESPONSIBILITIES OF CITY," at Subsection 2, add text to the end of the paragraph as follows:

City's Project Manager and appropriate City Staff shall review and comment on the Locally Preferred Alternative (LPA) and shall meet with and respond to questions from the City Planning Commission and City Council in advance of the City Council vote regarding the Locally Preferred Alternative.

C. At Section II.B. "RESPONSIBILITIES OF CITY," at Subsection 9.a., delete the present text and substitute the following:

Total payments to the City will not exceed \$155,000.00 (including expenses).

2. Except as expressly amended above, all other terms and conditions as amended to date; shall remain in full force and effect. City certifies that the representations, warranties, and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

By: Ted Wheeler 9/25/08
Ted Wheeler, Chair Date

By: _____
Tom Potter, Mayor Date

Reviewed:

Approved as to form:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

LINDA MENG, CITY ATTORNEY
FOR THE CITY OF PORTLAND

By: /s/ Matthew O. Ryan 9/8/08
Matthew O. Ryan Date
Assistant County Attorney

By: _____
City Attorney Date

By: _____
Gary Blackmer, Auditor Date

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached

Contract #: 460006301
Amendment #: 1

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input checked="" type="checkbox"/> Expenditure Contract
<input type="checkbox"/> PCRBR Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input type="checkbox"/> PCRBR Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> INTER-DEPARTMENTAL AGREEMENT (IDA)

Department: Community Services Division/ Program: Land Use and Trans Program Date: 09/09/08
 Originator: Michael Eaton Phone: (504) 988-3757 x247 Bldg/Room: 446/Bridge Shop
 Contact: Cathy Kramer Phone: (503) 988-5050 x22589 Bldg/Room: 425/Yeon

Description of Contract: Amendment No. 2 to the Intergovernmental Agreement (IGA) with the City of Portland's Office of Transportation Planning to assist the County in accomplishing tasks required to meet National Environmental Policy Act (NEPA) requirements in the planning and public involvement process of the Sellwood Bridge Rehab/Replacement Project. This amendment extends the term of the Agreement, adds to the quantity of ongoing tasks, and adjusts the Contract Not to Exceed (NTE) amount.

RENEWAL: PREVIOUS CONTRACT #(S) _____ EEO CERTIFICATION EXPIRES _____
 PROCUREMENT, EXEMPTION OR CITATION # _____ ISSUE DATE: _____ EFFECTIVE DATE: _____ END DATE: _____

CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor	City of Portland Office of Transportation Planning			Remittance address (if different)	
Address	1120 SW Fifth Ave., Suite 800			Payment Schedule / Terms:	
City/State	Portland OR			<input type="checkbox"/> Lump Sum	<input type="checkbox"/> Due on Receipt
ZIP Code	97214			<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Net 30
Phone	(503) 823-7707/Fax: (503) 823-7609 (John Gray)			<input type="checkbox"/> Other	<input type="checkbox"/> Other
Employer ID# or SS#	N/A			<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Contract Effective Date	06/09/2006	Term Date	06/30/2008	Original PA/Requirements Amount	\$
Amendment Effect Date	10/01/2008	New Term Date	06/09/2009	Total Amt of Previous Amendments	\$
Original Contract Amount	\$ NOT TO EXCEED \$100,000			Amount of Amendment	\$
Total Amt of Previous Amendments	\$ 3,535.80			Total PA/Requirements Amount	\$
Amount of Amendment	\$ 51,464.20				
Total Amount of Agreement \$	NOT TO EXCEED \$155,000.00				

REQUIRED SIGNATURES:

Department Manager: *[Signature]* DATE 9/9/08
 County Attorney: /s/ Matthew O. Ryan DATE September 8, 2008
 CPCA Manager: _____ DATE _____
 County Chair: *[Signature]* DATE 9/25/08
 Sheriff: _____ DATE _____
 Contract Administration: _____ DATE _____

COMMENTS: (WBS: 6700RT1015P600)



IGA Contract

Vendor Address

PORTLAND CITY OF OFFICE OF
TRANSPORTATION
106/800

Information

Contract Number	460006301
Date	08/10/2006
Vendor No.	28777
Contact/Phone	BCS Bridges / 503-988-3757
Validity Period:	06/09/2006 - 06/09/2009
Minority Indicator:	Not Identified

Estimated Target Value: 155,000.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>IGA with Portland re: Sellwood Br NEPA</p> <p>Plant: F030 Community Service Requirements Tracking Number: 999 Requisition #: 10038992</p> <p><i>Intergovernmental Agreement with the City of Portland Office of Transportation Planning to establish City & County planning and public involvement tasks required under National Environmental Policy Act (NEPA) rules in connection with the proposed Sellwood Bridge Rehabilitation or Replacement Project.</i></p> <p><i>Effective Dates: 06/09/06 - 06/30/08</i></p> <p><i>Project Manager: Michael Eaton-Bridge Section/(503) 988-3757 x247 (Admin Contact: Cathey Kramer-Yeon (503) 988-5050 x22589) (WBS: 6700RT1015P600)</i></p> <hr/> <p><i>Amendment No. 1 to extend the term of the Agreement, add new work tasks, and adjust the Contract Not to Exceed (NTE) total by \$3,535.80 of the IGA with the City of Portland's Office of Transportation Planning to assist the County in accomplishing tasks required under National Environmental Policy Act (NEPA) requirements in the planning and public involvement process of the Sellwood Bridge Rehabilitation or Replacement Project.</i></p> <p><i>Amended Effective Dates: 06/09/06 - 01/31/09</i></p> <p><i>Project Manager: Michael Eaton-Bridge Section (503) 988-3757 x247 (Admin Contact: Cathey Kramer-Yeon (503) 988-5050 x22589)</i></p> <hr/> <p><i>Amendment No. 2 extends the term of the Agreement, adds to the quantity of ongoing tasks, and adjustas the Contract Not to Exceed (NTE) total to \$155,000, by an additional \$51,464.20 in Amendment No. 2, of the IGA with the City of Portland's Office of Transportation Planning to assist the County in accomplishing tasks required under National Environmental Policy Act (NEPA) requirements in the planning and public involvement process of the Sellwood Bridge Rehabilitation or Replacement Project.</i></p> <p><i>Amended Effective Dates: 06/09/06 - 06/09/09</i></p> <p><i>Project Manager: Michael Eaton-Bridge Section (503) 988-3757 x247 (Admin Contact: Cathey Kramer-Yeon (503) 988-5050 x22589)</i></p> <p>Ship to:</p> <p>*** Text changed ***</p>	100,000.000	Dollars	\$ 1.0000



IGA Contract

Vendor Address

PORTLAND CITY OF OFFICE OF
TRANSPORTATION
106/800

Information

Contract Number 4600006301
Date 08/10/2006
Vendor No. 28777
Contact/Phone BCS Bridges /
503-988-3757
Validity Period: 06/09/2006 - 06/09/2009
Minority Indicator: Not Identified

Item	Material/Description	Target Qty	UM	Unit Price
0002	<p>Amen #1 to Sellwood Br Proj IGA w-COP</p> <p>Plant: F030 Community Service Requirements Tracking Number: 99</p> <p><i>Amendment No. 1 to extend the term of the Agreement, add new work tasks, and adjust the Contract Not to Exceed (NTE) total by \$3,535.80 of the IGA with the City of Portland's Office of Transportation Planning to assist the County In accomplishing tasks required under National Environmental Policy Act (NEPA) requirements in the planning and public Involvement process of the Sellwood Bridge Rehabilitation or Replacement Project.</i></p> <p>Amended Effective Dates: 06/09/06 - 01/31/09 Project Manager: Michael Eaton-Bridge Section (503) 988-3757 x247 (Admin Contact: Cathey Kramer-Yeon (503) 988-5050 x22589)</p> <p>Ship to:</p> <p>*** Text changed ***</p>	3,535.800	Dollars	\$ 1.0000
0003	<p>Amen #2 to Sellwood Br Proj IGA w-COP</p> <p>Plant: F030 Community Service Requirements Tracking Number: 99</p> <p><i>Amendment No. 2 extends the term of the Agreement, adds to the quantity of ongoing tasks, and adjusts the Contract Not to Exceed (NTE) total to \$155,000, by an additional \$51,464.20 In Amendment No. 2, of the IGA with the City of Portland's Office of Transportation Planning to assist the County In accomplishing tasks required under National Environmental Policy Act (NEPA) requirements in the planning and public involvement process of the Sellwood Bridge Rehabilitation or Replacement Project.</i></p> <p>Amended Effective Dates: 06/09/06 - 06/09/09 Project Manager: Michael Eaton-Bridge Section (503) 988-3757 x247 (Admin Contact: Cathey Kramer-Yeon (503) 988-5050 x22589)</p> <p>Ship to: Multnomah County Dept of Community Services Yeon Annex 1600 SE 190th Ave, 224 Portland OR 97233</p> <p>*** Text changed ***</p>	51,464.200	Dollars	\$ 1.0000

AMENDMENT NO. 2 to

INTERGOVERNMENTAL AGREEMENT NO. 460006301
Between Multnomah County (County) and City of Portland (City)

RECITALS:

The purpose of this Amendment No. 2 is to extend the Contract Term, add to the quantity of ongoing tasks, and to adjust the Contract Not to Exceed (NTE) amount.

THE PARTIES AGREE:

1. The Contract is amended, as follows:

A. At Section II.A. "TERM," delete the present text and substitute the following:

The term of this agreement shall be from June 9, 2006 to June 9, 2009.

B. At Section II.B. "RESPONSIBILITIES OF CITY," at Subsection 2, add text to the end of the paragraph as follows:

City's Project Manager and appropriate City Staff shall review and comment on the Locally Preferred Alternative (LPA) and shall meet with and respond to questions from the City Planning Commission and City Council in advance of the City Council vote regarding the Locally Preferred Alternative.

C. At Section II.B. "RESPONSIBILITIES OF CITY," at Subsection 9.a., delete the present text and substitute the following:

Total payments to the City will not exceed \$155,000.00 (including expenses).

2. Except as expressly amended above, all other terms and conditions as amended to date; shall remain in full force and effect. City certifies that the representations, warranties, and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

By: Ted Wheeler 9/25/08
Ted Wheeler, Chair Date

By: _____
Tom Potter, Mayor Date

Reviewed:

Approved as to form:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

LINDA MENG, CITY ATTORNEY
FOR THE CITY OF PORTLAND

By /s/ Matthew O. Ryan 9/8/08
Matthew O. Ryan Date
Assistant County Attorney

By _____
City Attorney Date

By: _____
Gary Blackmer, Auditor Date



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-10 DATE 9/25/08
 ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 09/25/08
 Agenda Item #: R-10
 Est. Start Time: 10:30 AM
 Date Submitted: 09/11/08

BUDGET MODIFICATION: DCS - 03

Agenda Title: Budget Modification DCS-03 Transferring 1.0 FTE from the Information Technology Division to the Road Services Division and Adjusting Expenditures between Funds

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

Requested Meeting Date:	<u>September 25, 2008</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>Community Services</u>	Division:	<u>LUT</u>
Contact(s):	<u>Kim Peoples</u>		
Phone:	<u>503 988-5050</u>	Ext.	<u>26797</u>
		I/O Address:	<u>425/2</u>
Presenter(s):	<u>Jerry Elliott</u>		

General Information

1. What action are you requesting from the Board?

Approve Budget Modification DCS-03 to move one Geographic Information Systems (GIS) position from the Information Technology Division into the Road Services division, and to reprogram internal service revenue and expenses in the Departments of County Management and Community Services.

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

The Departments of Community Services (DCS) and County Management have determined it is the best interest of the Road Services Division that the vacant geographical information system (GIS) position budgeted in County Information Technology should be transferred to DCS. The budget modification adjusts the planned revenues and expenses of both departments associated with the GIS position dedicated solely to supporting County Road Services.

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

The IT Fund is reduced by \$130,088 to reflect the reduction of service reimbursement revenue from

the Road Fund to the IT Fund. Road Fund expenditures do not change, as this bud mod re-programs service reimbursement expenditures to direct personnel expenditures.

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

This budget modification fulfills the requirements of Oregon Budget Law.

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

N/A

ATTACHMENT A

Budget Modification

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

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

Internal service reimbursement revenue to the IT Fund is reduced by \$130,088. 1.0 FTE and associated expenses are reduced in the same amount.

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

The IT Fund is reduced by \$130,088. Expenses are re-programmed in the Road Fund for no net change to the overall fund amount.

- **What do the changes accomplish?**

These changes allow the Road Services program to directly hire for its GIS position.

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

1.0 FTE Development Analyst position will be reduced in DCM-IT, and one increased in DCS-Road Services.

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

All costs associated with this position move from IT to Road Services, so overhead costs will be covered.

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

Road Fund had programmed funds for the position in the current adopted budget.

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

N/A

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

N/A

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

ATTACHMENT B

BUDGET MODIFICATION: DCS - 03

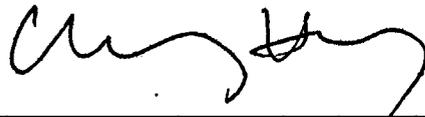
Required Signatures

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



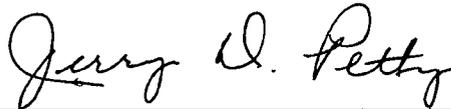
Date: 09/11/08

Budget Analyst:



Date: 09/22/08

Department HR:



Date: 09/19/08

Countywide HR:

Date: _____

Budget Modification ID: **DCS-03**

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 2009

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1	72-60	3503	72094	20		709151		50310	(384,942)	(292,768)	92,174	Internal Service Reimb	
2	72-60	3503	72094	20		709151		60000	221,975	314,149	(58,885)	Permanent	
3	72-60	3503	72094	20		709151		60130	67,499	8,614	(18,513)	Salary related	
4	72-60	3503	72094	20		709151		60140	47,273	28,760	(14,776)	Insurance benefits	
5	72-60	3503	72094	20		709599		50310	(611,714)	(573,800)	37,914	Internal Service Reimb	
6	72-60	3503	72094	20		709599		60260	179,146	141,232	(37,914)	Travel & training	
7										0			
8	91-50	1501	91013	80		905410		60000	153,433	212,318	58,885	Permanent	
9	91-50	1501	91013	80		905410		60130	44,450	62,963	18,513	Salary related	
10	91-50	1501	91013	80		905410		60140	34,171	48,947	14,776	Insurance benefits	
11	91-50	1501	91013	80			ROADMA	60170	5,000	36,282	31,282	Professional services	
12	91-50	1501	91013	80			ROADMA	60380	123,456	0	(123,456)	Intl Svc Data Proc	
13	91-50	1501	91013	80			ROADE	60170	23,136	29,768	6,632	Professional services	
14	91-50	1501	91013	80			ROADE	60380	23,136	16,504	(6,632)	Intl Svc Data Proc	
15										0			
16										0			
17										0			
18										0			
19										0			
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21										0			
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23										0			
24										0			
25										0			
26										0			
27										0			
28										0			
29										0			
											0	0 Total - Page 1	
											0	0 GRAND TOTAL	

ANNUALIZED PERSONNEL CHANGE

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

							ANNUALIZED			
Fund	Job #	HR Org	CC/WBS/O	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
3503	6405	62975	709151	Development Analyst		(1.00)	(58,885)	(18,513)	(14,776)	(92,174)
1501	6405	64894	905410	Development Analyst		1.00	58,885	18,513	14,776	92,174
										0
										0
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										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						0.00	0	0	0	0

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	Job #	HR Org	CC/WBS/O	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
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										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						0.00	0	0	0	0



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 09/25/08
Agenda Item #: R-11
Est. Start Time: 10:32 AM
Date Submitted: 09/11/08

Agenda Title: **First Reading and Possible Adoption of an ORDINANCE Amending County Land Use Code, Plans and Maps to Adopt Troutdale's Recent Land Use Code, Plan and Map Revisions Related to Industrial Zoning, Stormwater Management and Public Utilities in Compliance with Metro's Functional Plan, and Declaring an Emergency**

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

Date Requested:	<u>September 25, 2008</u>	Time Requested:	<u>5 Minutes</u>
Department:	<u>Community Services</u>	Division:	<u>Land Use and Transportation</u>
Contact(s):	<u>Adam Barber, Planner</u>		
Phone:	<u>503-988-3043</u>	Ext.	<u>22599</u>
		I/O Address:	<u>455 / 116</u>
Presenter(s):	<u>Adam Barber</u>		

General Information

1. What action are you requesting from the Board?

Adopt the ordinance as recommended by the Troutdale Citizens Advisory Committee, the Troutdale Planning Commission and Troutdale City Council.

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

In December 19, 2002 the Board adopted Ordinance 1004 adopting, in summary, the Troutdale Comprehensive Plan and zoning ordinance. The County and the City of Troutdale have been engaged in agreements enabling the City of Troutdale to provide planning services to achieve compliance with the Metro Functional Plan for those areas outside the City limits, but within the urban growth boundary and urban service boundary of Troutdale. Since the adoption of Ordinance 1004, the attached ordinance has been passed by the City Council and therefore the County must adopt them pursuant to our intergovernmental agreement to keep the code up to date. Multnomah County and the City of Troutdale entered into an Intergovernmental Agreement (IGA) to transfer land use planning responsibilities on July 1, 2002. The IGA lays out a process requiring the County

to ensure that any City Council adopted amendments to the City comprehensive plan, zoning code and other regulations adopted by the County Board of Commissioners will be considered by the County Board of Commissioners at the earliest possible meeting. It also states "The County Board of Commissioners shall enact all comprehensive plan and code amendments so that they take effect on the same date specified by the City's enacting ordinance" (unless adopted by emergency). The City will have taken action on all of the above items by the hearing date of this ordinance. If the County does not adopt these amendments, the IGA will be void and the County will be required to resume responsibility for planning and zoning administration within the affected areas.

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

N/A

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

State law requires a notice be placed in a newspaper of general circulation 10 days prior to the BCC hearing (9/15/08). We request adoption of this ordinance by emergency to coincide as closely as possible with the City of Troutdale adoption date as stated in the IGA. The County Attorney's office was involved in the drafting of the original IGA and has been involved in coordinating our compliance effort through adoption of these code amendments

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

The City included the County affected property owners in their noticing for these code revisions when required pursuant to the IGA and directed them to the City legislative process.

Required Signatures

**Department/
Agency Director:**



Date: 09/11/08

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending County Land Use Code, Plans and Maps to Adopt Troutdale's Recent Land Use Code, Plan and Map Revisions Related to Industrial Zoning, Stormwater Management and Public Utilities in Compliance with Metro's Functional Plan, and Declaring an Emergency

The Multnomah County Board of Commissioners Finds:

- a. The Board of County Commissioners adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.
- b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions be in compliance with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Troutdale (City) amended the urban services agreement to include an agreement that the City of Troutdale would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the urban growth boundary and urban service boundary of Troutdale.
- d. It is impracticable to have the County Planning Commission conduct hearings and make recommendations on land use legislative actions pursuant to MCC 37.0710, within unincorporated areas inside the Urban Growth Boundary for which the City provides urban planning and permitting services. The Board intends to exempt these areas from the requirements of MCC 37.0710, and will instead consider the recommendations of the Troutdale Planning Commission and City Council when legislative matters for these areas are brought before the Board for action as required by intergovernmental agreement (County Contract #4600003407) (IGA).
- e. The Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and maps in compliance with Metro's Functional Plan by Ordinance 1110 (02/21/2008).
- f. Since the adoption of Ordinance 1110, the City's Planning Commission recommended the land use code, plan and map amendments to the City Council through duly noticed public hearings.
- g. The City notified affected County property owners as required by the IGA.

- h. The City Council adopted the land use code, plan and map amendments, set out in Section 1 below and attached as Exhibit 1. The IGA requires that the County adopt these amendments for the City planning and zoning administration within the affected areas.

Multnomah County Ordains as follows:

Section 1. The County Comprehensive Framework Plan, community plans, rural area plans, sectional zoning maps, and land use code chapters are amended to include the City land use code, plan, guideline and map amendments, attached as Exhibit 1 and effective on the same date as the respective Troutdale ordinance:

Exhibit No.	Ordinance	Effective Date
1	Ordinance Amending Chapters 3, 5, 7 and 8 of the Troutdale Development Code pertaining to Industrial Zoning Districts, Stormwater Management and Public Utilities. [Text Amendment No. 39 (City Ord. 792)].	09/26/2008

Section 2. In accordance with ORS 215.427(3), the changes resulting from Sections 1 of this ordinance shall not apply to any decision on an application that is submitted before the applicable effective date of this ordinance and that is made complete prior to the applicable effective date of this ordinance or within 180 days of the initial submission of the application.

Section 3. In accordance with ORS 92.040(2), for any subdivisions for which the initial application is submitted before the applicable effective date of this ordinance, the subdivision application and any subsequent application for construction shall be governed by the County's land use regulations in effect as of the date the subdivision application is first submitted.

Section 4. Any future amendments to the legislative matters listed in Section 1 above, are exempt from the requirements of MCC 37.0710. The Board acknowledges, authorizes and agrees that the Troutdale Planning Commission will act instead of the Multnomah Planning Commission in the subject unincorporated areas using the City's own procedures, to include notice to and participation by County citizens. The Board will consider the recommendations of the Troutdale Planning Commission when legislative matters for County unincorporated areas are before the Board for action.

Section 5. An emergency is declared in that it is necessary for the health, safety and general welfare of the people of Multnomah County for this ordinance to take effect concurrent with the City code, plan and map amendments. Under section 5.50 of the Charter of Multnomah County, this ordinance will take effect in accordance with Section 1.

FIRST READING AND ADOPTION: September 25, 2008

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, ACTING COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra N. Duffy, Assistant County Attorney

SUBMITTED BY:
M. Cecilia Johnson, Director, Department of Community Services

EXHIBIT LIST FOR ORDINANCE

Ordinance Amending Chapters 3, 5, 7 and 8 of the Troutdale Development Code pertaining to Industrial Zoning Districts, Stormwater Management and Public Utilities. [Text Amendment No. 39 (City Ord. 792)].

Prior to adoption, this information is available electronically or for viewing at the Multnomah County Board of Commissioners and Agenda website (www.co.multnomah.or.us/cc/WeeklyAgendaPacket/). To obtain the adopted ordinance and exhibits electronically, please contact the Board Clerk at 503-988-3277. These documents may also be purchased on CD-ROM from the Land Use and Transportation Program. Contact the Planning Program at 503-988-3043 for further information.

ORDINANCE NO.792

AN ORDINANCE AMENDING CHAPTERS 3, 5, 7 AND 8 OF THE TROUTDALE DEVELOPMENT CODE PERTAINING TO INDUSTRIAL ZONING DISTRICTS, STORMWATER MANAGEMENT AND PUBLIC UTILITIES (TEXT AMENDMENT NO. 39)

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. These proposed TDC amendments generally pertain to the following:
 - Industrial Zoning Districts
 - Stormwater Management
 - Public Utilities
2. Amendments to the industrial zones are necessary to comply with Title 4 of the Metro Urban Growth Management Functional Plan which requires size limitations for certain non-industrial uses in order to better protect industrial lands for industrial uses.
3. Amendments to Chapter 5.800, Stormwater Management, are mainly housekeeping measures to update the citations for certain reference documents, to clarify language, and to improve the order and structure of the chapter.
4. A new chapter 5.1100, Public Improvements, is being added to the Development Code in order to more clearly establish procedures and standards for installation of public improvements, such as public streets, water, sewer and stormwater systems.
5. Amendments to section 7.180 of the Land Division Chapter update and clarify what utilities are subject to undergrounding requirements. They also clarify that undergrounding is required for the installation of new utilities and converting any existing overhead utilities when a subdivision is built.
6. Because some developments occur on unplatted lots, which are not subject to the land division chapter, it is necessary to repeat the undergrounding requirement in Chapter 8 so that it applies to development projects under site and design review.
7. Public need is satisfied because the industrial zone amendments brings the TDC into compliance with the Metro Urban Growth Management Functional Plan as it relates to protection of industrial lands for industrial type uses. These protective measures not only help ensure that there are adequate lands available for industrial uses, but they also reduce conflicts between trucks and passenger vehicles that are forced to share roads when retail and office uses are located in industrial areas. The stormwater management amendments satisfy public need because, among other things, they spell out developer responsibilities for both upstream and downstream

drainage that could be impacted by a proposed development. The amendments pertaining to public infrastructure improvements and utility undergrounding satisfy public need by providing uniform and consistent standards within the development code and with the Troutdale Municipal Code on these topics.

8. The amendments will not adversely affect the health, safety and welfare of the community because size limitations on retail, office and related uses in the outlying industrial zones force large scale commercial uses to locate closer to where people live which should reduce travel distances for consumers to reach these uses and will reduce potential transportation conflicts.

9. The amendments being proposed do not conflict with any goals or policies from the Troutdale Comprehensive Plan.

10. Notice of the public hearing has been provided in accordance with applicable law, including Measure 56 notice to property owners within the industrial zones because the proposed amendments to the industrial zones limit or prohibit land uses previously allowed.

11. The Planning Commission conducted a public hearing on these amendments on June 18, 2008 and has recommended that the City Council adopt them.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TROUTDALE

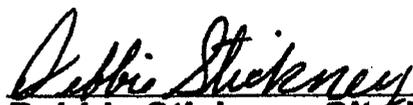
Section 1. The Troutdale Development Code is hereby amended to read as shown in Attachment A.

YEAS: 4

NAYS: 1 Councilor Canfield

ABSTAINED: 0


Paul Thalhofer, Mayor
August 29, 2008
Date


Debbie Stickney, City Recorder

Adopted: August 26, 2008

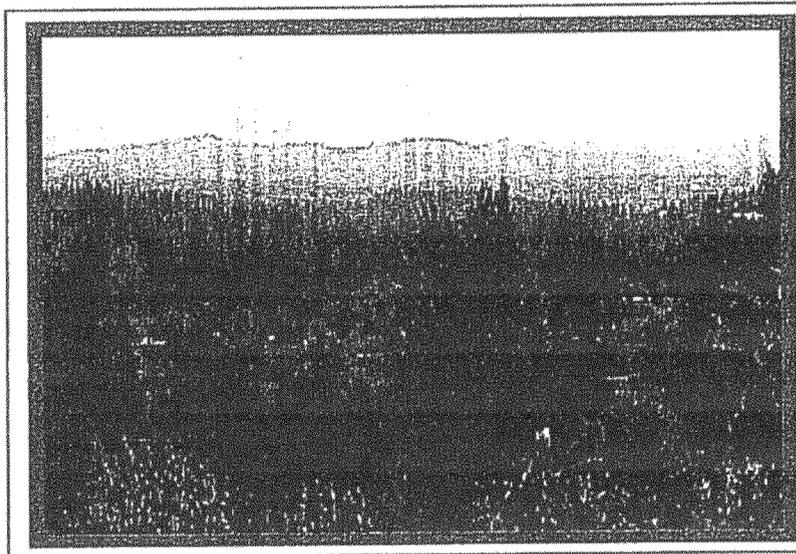


CITY OF TROUTDALE

Proposed Amendments to the Troutdale Development Code (Text Amendment No. 39)

Pertaining to:

- Industrial Zoning Districts
- Stormwater Management
- Public Utilities



Recommended by the Citizens Advisory Committee on April 2, 2008
Recommended by the Troutdale Planning Commission on June 18, 2008
Troutdale City Council Public Hearing July 22, 2008 and August 26, 2008

CHAPTER 3 - ZONING DISTRICTS**3.150 INDUSTRIAL PARK****IP**

3.151 Purpose. This district is intended for a mix of clean, employee-intensive industries, offices, services, and retail commercial uses, which have no off-site impacts in terms of noise, odor, glare, light, vibration, smoke, dust, or other types of off-site impacts. It provides for combining parking, landscaping, and other design features which physically and visually link structures and uses within one development. Offices, services, and retail commercial uses are permitted in compliance with Title 4 of the Metro Urban Growth Management Plan.

3.152 Permitted Uses. The following uses and their accessory uses are permitted in an IP district, provided they are conducted wholly within a completely enclosed building, except off-street parking and loading, and public park uses:

- A. Professional offices, subject to the provisions of subsection 3.155(D) of this chapter.
- B. Research, experimental, or testing laboratories.
- C. Assembly of electrical appliances, electronic instruments and devices, computer components and peripherals, and personal communication service devices.
- D. Trade or commercial schools, whose primary purpose is to provide training to meet industrial needs.
- E. Business parks, subject to the provisions of subsection 3.155(D) and provided the businesses within the park are permitted or conditional uses allowed within the IP district.
- F. Delicatessen shops, subject to the following requirements:
 - 1. The delicatessen shop is located within a building which houses another permitted use.
 - 2. No drive-through window is permitted.
 - 3. Inside seating area shall not exceed 50% of the shop's gross floor area or 150 square feet, whichever is the lesser.
- G. Utility facilities, minor.
- H. Public parks, parkways, trails, and related facilities.
- I. Other uses similar in nature to those listed above.

3.153 Conditional Uses. The following uses and their accessory uses are permitted as conditional uses in an IP district, provided they are conducted wholly within a

completely enclosed building, except off-street parking and loading, and major utility facilities:

- A. Hotels/motels or convention facilities.
- B. Restaurants with or without drive-through window service, subject to the provisions of subsection 3.155(D) of this chapter.
- C. Bars, taverns, or cocktail lounges in conjunction with a restaurant.
- D. Retail, wholesale, and discount sales and services subject to the provisions of subsection 3.155(D) of this chapter.
- E. Banks or savings and loan associations, subject to the provisions of subsection 3.155(D) of this chapter.
- F. Medical and dental clinics, subject to the provisions of subsection 3.155(D) of this chapter.
- G. Convenience stores, not to exceed 3,500 square feet in size.
- H. Assembly or limited manufacturing uses when located and arranged according to a plan providing for aesthetic or other conditions in harmony with the neighborhood.
- I. Community service uses.
- J. Utility facilities, major.
- K. Child care facilities, kindergartens, and similar facilities in conjunction with a permitted use or an approved conditional use.
- L. Other uses similar in nature to those listed above.

3.154 Dimensional Standards.

- A. Lot Size and Coverage.
 - 1. Minimum lot width: 150 feet.
 - 2. Maximum lot coverage: 50% of the site.
- B. Setbacks.
 - 1. Front yard setback: Minimum of 20 feet.
 - 2. Side yard setback: Minimum of 15 feet.
 - 3. Street side yard setback: On a corner lot, the side yard shall be a minimum of 15 feet on the side abutting a street.

4. Rear yard setback: Minimum of 10 feet.
5. Setbacks for insufficient right-of-way: The minimum front, side, or other setbacks shall be increased where such yard or setback abuts a street having insufficient right-of-way width to serve the area. The necessary right-of-way widths, and the additional yard or setback requirements in such cases, shall be determined based upon the Comprehensive Land Use Plan and applicable ordinances and standards.

C. Height Limitation. The maximum height of a structure shall be 35 feet.

D. Lot Area. Division of lots or parcels are permitted as follows:

1. Lots or parcels 50 acres or smaller in size may be divided into any number of smaller lots or parcels.
2. Undeveloped lots, parcels, or tracts larger than 50 acres in size may be divided into smaller lots, parcels, or tracts so long as the resulting land division yields at least one lot, parcel, or tract of at least 50 acres in size. If a land division results in more than one lot, parcel, or tract of 50 acres or greater in size, only one of those 50+ acre lots, parcels, or tracts, if further divided, must yield a lot, parcel, or tract of at least 50 acres in size.
3. Developed lots or parcels 50 acres or larger in size may be divided into any number of smaller lots or parcels pursuant to a master plan approved by the city so long as at least 40 percent of the net area of the lot or parcel has already been developed with industrial uses or uses accessory to industrial use, and no portion of the lot has been developed, or is proposed to be developed, with uses regulated by subsection 3.175(D) of this chapter.
4. Notwithstanding parts (2) and (3) of this subsection, any lot or parcel may be divided into smaller lots or parcels or made subject to right-of-ways for the following purposes:
 - a. To provide public facilities and services;
 - b. To separate a portion of a lot or parcel in order to protect a natural resource, to provide a public amenity, or to implement a remediation plan for a site identified by the Oregon Department of Environmental Quality pursuant to ORS 465.225;
 - c. To separate a portion of a lot or parcel containing a nonconforming use from the remainder of the lot or parcel in order to render the remainder more practical for a permitted use; or
 - d. To allow the creation of a lot for financing purposes when the created lot is part of a master planned development.

3.155 Additional Requirements.

- A. Design review and landscaping is required for all uses in the IP district.
- B. All lots shall have frontage or approved access to public streets, public water, and public sewer before development is allowed.
- C. Off-street parking spaces shall be provided in accordance with the requirements of Chapter 9, Off-Street Parking and Loading, of this code.
- D. In order to ensure that certain permitted and conditional non-industrial uses are primarily intended to serve the needs of workers in the immediate area, professional offices; medical and dental clinics; banks; restaurants; and retail, wholesale, and discount sales and service shall not exceed 5,000 square feet of gross leasable area. If there are multiple businesses within these categories of uses that occur within a single building or within multiple buildings that are part of the same development project, then the cumulative gross leasable area for all these businesses shall not exceed 20,000 square feet.

3.160 LIGHT INDUSTRIAL**LI**

- 3.161 Purpose. This district is primarily intended for light, clean industries usually of a manufacturing or storage nature with little outdoor storage. These industries usually do not require rail access and have very little process visibility. They usually create little or no air or water pollution and have no nuisance factors such as bright yard lights, continuous noise or objectionable odors. Professional offices and limited retail sales are permitted in compliance with Title 4 of the Metro Urban Growth Management Functional Plan. Uses within the LI District may be located adjacent to residential uses with appropriate buffering.
- 3.162 Permitted Uses. The following uses and their accessory uses are permitted in the LI district:
- A. Secondary manufacturing, except any use having the primary function of storing, utilizing, or manufacturing toxic or hazardous materials.
 - B. Processing facilities, except any principal use involving the rendering of fats, the slaughtering of fish or meat, or the fermenting of foods such as sauerkraut, vinegar, or yeast.
 - C. Distribution centers.
 - D. Airport and related uses as defined by the Airport Planning Rule (OAR 660-013-0100), including airport supportive commercial and industrial uses such as maintenance facilities, hangars, aircraft tie-downs, passenger parking, and flight schools.
 - E. Warehouses.
 - F. Utility facilities, minor.
 - G. Research and development companies, experimental or testing laboratories.
 - H. Trade or commercial schools whose primary purpose is to provide training to meet industrial needs.
 - I. Public parks, parkways, trails, and related facilities.
 - J. One caretaker residence.
 - K. Corporate headquarters.
 - L. Professional offices, subject to the provisions of subsection 3.165(E) of this chapter.
 - M. Medical and dental clinics, subject to the provisions of subsection 3.165(E) of this chapter.
 - N. Product sales, service, and/or display accessory to any manufacturing, fabricating,

or processing use, provided the sales, service, and/or display area does not exceed 15% of the gross floor area, or 3,000 square feet, whichever is less.

- O. Wineries and breweries.
- P. Other uses similar in nature to those listed above.

3.163 Conditional Uses. The following uses and their accessory uses are permitted as conditional uses within a LI district:

- A. Heliports accessory to permitted or approved conditional uses.
- B. Retail, wholesale, and discount sales and services, including restaurants, banks, dry-cleaners, and similar establishments, with or without drive-up or drive-through window service, subject to the provisions of subsection 3.165(E) of this chapter.
- C. Community service uses.
- D. Utility facilities, major.
- E. Automobile, truck, trailer, heavy equipment, recreational vehicle, boat and manufactured home sales, rentals, and repair shops.
- F. Card-lock fueling stations, truck stops, service stations, tire shops, and oil change facilities.
- G. Motels or hotels, including banquet rooms, conference, or convention centers.
- H. Commercial sports complexes including, but not limited to, health clubs, tennis courts, aquatic centers, skating rinks, and similar facilities.
- I. Child care facilities, kindergartens, and similar facilities.
- J. Other uses similar in nature to those listed above.

3.164 Dimensional Standards.

- A. Setbacks.
 - 1. Front yard setback: Minimum of 20 feet.
 - 2. Side yard setback: Minimum of ten feet.
 - 3. Rear yard setback: None.
 - 4. Additional setback requirements: If any use in this district abuts or faces any residential zoning district, a setback of 50 feet from the property line or centerline of an intervening public street, on the side abutting or facing the residential zoning district shall be required.

5. **Setbacks for insufficient right-of-way:** Setbacks shall be established when a lot abuts a street having insufficient right-of-way width to serve the area. The necessary right-of-way widths and the setback requirements in such cases shall be based upon the Comprehensive Land Use Plan and applicable ordinances and standards.
- B. **Height Limitation.** The maximum height for any structure shall be 45 feet unless otherwise limited by the Federal Aviation Administration.
- C. **Lot Area.** Division of lots or parcels are permitted as follows:
1. Lots or parcels 50 acres or smaller in size may be divided into any number of smaller lots or parcels.
 2. Undeveloped lots, parcels, or tracts larger than 50 acres in size may be divided into smaller lots, parcels, or tracts so long as the resulting land division yields at least one lot, parcel, or tract of at least 50 acres in size. If a land division results in more than one lot, parcel, or tract of 50 acres or greater in size, only one of those 50+ acre lots, parcels, or tracts, if further divided, must yield a lot, parcel, or tract of at least 50 acres in size.
 3. Developed lots or parcels 50 acres or larger in size may be divided into any number of smaller lots or parcels pursuant to a master plan approved by the city so long as at least 40 percent of the net area of the lot or parcel has already been developed with industrial uses or uses accessory to industrial use, and no portion of the lot has been developed, or is proposed to be developed, with uses regulated by subsection 3.165(E) of this chapter.
 4. Notwithstanding parts (2) and (3) of this subsection, any lot or parcel may be divided into smaller lots or parcels or made subject to right-of-ways for the following purposes:
 - a. To provide public facilities and services;
 - b. To separate a portion of a lot or parcel in order to protect a natural resource, to provide a public amenity, or to implement a remediation plan for a site identified by the Oregon Department of Environmental Quality pursuant to ORS 465.225;
 - c. To separate a portion of a lot or parcel containing a nonconforming use from the remainder of the lot or parcel in order to render the remainder more practical for a permitted use; or
 - d. To allow the creation of a lot for financing purposes when the created lot is part of a master planned development.

3.165 Additional Requirements.

- A. Design review is required for all uses in the LI district.

- B. All lots shall have frontage or approved access to public streets, public water, and public sewer before development is allowed.
- C. Off-street parking spaces shall be provided in accordance with the requirements of Chapter 9, Off-Street Parking and Loading, of this code.
- D. Development is subject to compliance with any applicable overlay zoning district standards.
- E. In order to ensure that certain permitted and conditional non-industrial uses are primarily intended to serve the needs of workers in the immediate area, professional offices; medical and dental clinics; and retail, wholesale, and discount sales and services shall not exceed 5,000 square feet of gross leasable area. If there are multiple businesses within these categories of uses that occur within a single building or within multiple buildings that are part of the same development project, then the cumulative gross leasable area for all these businesses shall not exceed 20,000 square feet.

3.170 GENERAL INDUSTRIAL**GI**

3.171 Purpose. This district is primarily intended for manufacturing industries, large-scale fabricators, freight and trucking firms, primary metals, and lumber, etc., that usually require highway access and/or rail service. These firms usually have a high degree of process visibility and need outdoor storage of materials and products. These industries are likely to create minor air and water pollution, as well as nuisance factors such as noise and odor, and the generation of truck, shipping, or rail traffic. Non-industrial uses of a commercial nature are permitted in compliance with Title 4 of the Metro Urban Growth Management Functional Plan.

3.172 Permitted Uses. The following uses and their accessory uses are permitted in the GI district:

- A. Primary manufacturing.
- B. Any permitted use within the LI zoning district.
- C. Use of toxic or hazardous materials in the manufacturing process, and temporary storage of toxic or hazardous material by-products.
- D. Freight and trucking firms.
- E. Automobile, truck, trailer, heavy equipment, recreational vehicle, boat and manufactured home sales, rentals, and repair shops.
- F. Card-lock fueling stations, truck stops, service stations, tire shops, and oil change facilities.
- G. Utility facilities, major and minor, except for the following which require conditional use approval: sanitary landfills, recycling centers, and transfer stations, sewage treatment plants and lagoons, and telecommunication towers or poles.
- H. Marinas.
- I. Marine Industrial/Marine Service Facilities.
- J. Other uses similar in nature to those listed above.

3.173 Conditional Uses. The following uses and their accessory uses are permitted as conditional uses within the GI district:

- A. Child care facilities, kindergartens, and similar facilities.
- B. Community service uses.
- C. Concrete or asphalt manufacturing plants.
- D. Sanitary landfills, recycling centers, and transfer stations.

- E. Sewage treatment plants and lagoons.
- F. Telecommunication towers and poles.
- G. Junk yards.
- I. Residential dwelling/hangar mixed uses when the hangars are served by a taxiway with direct access to the Troutdale Airport Runway. The use shall be subject to the following requirements:
 - 1. Approval from the Port of Portland.
 - 2. Approval from the Federal Aviation Administration.
 - 3. No separate accessory structures are allowed.
- I. Heliports accessory to permitted or approved conditional uses.
- J. Commercial sports complexes including, but not limited to, health clubs, tennis courts, aquatic centers, skating rinks, and similar facilities.
- K. Commercial uses within industrial flex-space buildings, subject to the provisions of subsection 3.175(D) of this chapter.
- L. Processing facilities whose principal use involves the rendering of fats, the slaughtering of fish or meat, or the fermentation of foods such as sauerkraut, vinegar, and yeast.
- M. The manufacturing or storing of toxic or hazardous materials when done in compliance with federal and state regulations.
- N. Other uses similar in nature to those listed above.

3.174 Dimensional Standards.

- A. Setbacks.
 - 1. Front: 20 feet.
 - 2. No side or rear yard setbacks unless the property abuts a parcel of land in a more restrictive manufacturing or commercial district, in which case the requirements of the abutting zoning district shall apply.
 - 3. Additional setback requirements: If any use in this district abuts or faces any residential zoning district, a setback of 50 feet from the property line or centerline of an intervening public street, on the side abutting or facing the residential or apartment district shall be required.
 - 4. Setbacks for insufficient right-of-way: Setbacks shall be established when a lot abuts a street having insufficient right-of-way width to serve the area.

The necessary right-of-way widths and the setback requirements in such cases shall be based upon the Comprehensive Land Use Plan and applicable ordinances and standards.

- B. **Height Limitation.** None, unless otherwise limited by the Federal Aviation Administration.
- C. **Lot Area.** Division of lots or parcels are permitted as follows:
 - 1. Lots or parcels 50 acres or smaller in size may be divided into any number of smaller lots or parcels.
 - 2. Undeveloped lots, parcels, or tracts larger than 50 acres in size may be divided into smaller lots, parcels, or tracts so long as the resulting land division yields at least one lot, parcel, or tract of at least 50 acres in size. If a land division results in more than one lot, parcel, or tract of 50 acres or greater in size, only one of those 50+ acre lots, parcels, or tracts, if further divided, must yield a lot, parcel, or tract of at least 50 acres in size.
 - 3. Developed lots or parcels 50 acres or larger in size may be divided into any number of smaller lots or parcels pursuant to a master plan approved by the city so long as at least 40 percent of the net area of the lot or parcel has already been developed with industrial uses or uses accessory to industrial use, and no portion of the lot has been developed, or is proposed to be developed, with uses regulated by subsection 3.175(D) of this chapter.
 - 4. Notwithstanding parts (2) and (3) of this subsection, any lot or parcel may be divided into smaller lots or parcels or made subject to right-of-ways for the following purposes:
 - a. To provide public facilities and services;
 - b. To separate a portion of a lot or parcel in order to protect a natural resource, to provide a public amenity, or to implement a remediation plan for a site identified by the Oregon Department of Environmental Quality pursuant to ORS 465.225;
 - c. To separate a portion of a lot or parcel containing a nonconforming use from the remainder of the lot or parcel in order to render the remainder more practical for a permitted use; or
 - d. To allow the creation of a lot for financing purposes when the created lot is part of a master planned development.

3.175 Additional Requirements.

- A. Design review and landscaping is required for all uses in the GI district.
- B. All lots shall have frontage or approved access to public streets, public water, and public sewer before development is allowed.

- C. Off-street parking spaces shall be provided in accordance with the requirements of Chapter 9, Off-Street Parking and Loading, of this code.
- D. Commercial uses within industrial flex-space buildings are subject to the following standards:
 - 1. No one commercial use shall exceed 5,000 square feet of gross leasable area and the cumulative area of all such uses shall not exceed 20,000 square feet of the gross leasable area of a single flex-space building or of multiple buildings that are part of the same development project.
 - 2. Drive-throughs and drive-up service windows are not permitted.
- E. Development is subject to compliance with any applicable overlay zoning district standards.

CHAPTER 5 - OTHER ISSUES AND PROCEDURES

There are no changes prior to chapter 5.800.

5.800 STORMWATER MANAGEMENT STMA

5.810 Purpose. The purpose of the stormwater management standards is to protect water quality by providing adequate facilities for the management of stormwater or floodwater runoff, and to prevent the degradation of, and promote the enhancement of, primary or secondary protected water features, floodplains, wetlands, and groundwater.

5.820 Reference Authority.

- A. The current edition of the Stormwater Management Manual, City of Portland Environmental Services and addendums adopted by the Troutdale Public Works Department, is adopted into this code by reference and shall be the guide for requirements and design standards for the water quality facilities. Where conflict exists between this code and any of these documents, the more restrictive shall apply.
- B. The current edition of the City of Troutdale Construction Standards for Public Works Facilities is adopted into this code by reference. Where conflict exists between this code and any of these documents, the more restrictive shall apply.
- C. Other publications or maps adopted by reference to implement the standards of this chapter are the Metro Title 3 Water Quality and Flood Management Area Map, the Federal Emergency Management Agency's Flood Insurance Rate Maps and Flood Insurance Studies published for the City and the City's Urban Planning Areas, and the National Wetlands Inventory Map.
- D. Wetland determinations made by the Oregon Department of State Lands record in the Community Development Department.
- E. The current edition of the City of Troutdale's "North Troutdale Storm Drainage Master Plan".
- F. The current edition of the City of Troutdale's "South Troutdale Storm Drainage Master Plan".

5.830 Applicability. No land use action shall be approved which does not make adequate provisions for stormwater or floodwater runoff. The stormwater drainage system shall be separate and independent of any sanitary sewer system. Water quality treatment for stormwater is required under any of the following:

- A. The site contains vegetation corridor established in Chapter 4.300, Vegetation Corridor and Slope District, of this code; is next to or drains directly to a

protected water feature(s) as defined by this code; or the site drains to or is within the Flood Management Area established in chapter 4.600 of this code.

- B. The development occurs on natural slopes of 25% or greater.
- C. The development involves fuel storage or dispensing areas, vehicle wash areas, or vehicle maintenance dismantling areas.
- D. There is 2,000 square feet or more of uncovered impervious parking area and/or streets.
- E. Other development characteristics exist that may degrade water quality.

5.840 Design Standards. Water quality facilities for stormwater management, when required, shall be designed, constructed, and sited on the site by the developer to ensure that stormwater runoff is treated onsite prior to discharge into the public storm system, dry-well, street gutters, or any protected water feature. The design shall comply with the standards adopted by the Troutdale Public Works Department.

- A. The water quality facility shall be designed as follows:
 - 1. Water quality facilities shall be located on land with slopes of 15% or less.
 - 2. Up to 30% of the vegetation corridor as established in sections 4.316, Width of Vegetation Corridor, and 4.317, Method for Determining Vegetation Corridors Next to Primary Protected Water Features, of this code may be used for the water quality facility.
 - 3. The water quality facility may be constructed within the 100-year flood plain provided that:
 - a. The Base Flood Elevation is established for areas of Special Flood Hazard Area Zone A.
 - b. It is outside the area covered by the 25-year flood event.
 - c. The water quality is not within a defined floodway area.
 - d. It utilizes native plant species.
 - e. The design complies with applicable federal standards pertaining to the National Flood Insurance Program.
 - f. It is outside of wetlands.

- B. Where it is determined by the Troutdale Public Works Department that a more efficient and effective regional site exists within the sub-basin, the water quality facility may be constructed offsite to accommodate anticipated development at the intensity and density of the underlying zoning districts within that sub-basin.
- C. A professional engineer, licensed in Oregon, shall certify that the design of the water quality facility meets or exceeds the standards adopted by the Public Works Department.
- D. The design shall specifically consider source control of pollution, runoff treatment, streamback erosion control, wetland impacts, impacts on water quality sensitive areas, and offsite analysis and mitigation.
- E. An operation and maintenance plan shall be required. This plan shall satisfy the requirements in the guidelines adopted by the Public Works Department.
- F. If the water quality facility is dedicated to the City, all deficiencies of workmanship and materials shall be the responsibility of the developer for two years following acceptance by the City. If the facility is not dedicated to the City, then it shall be the continuing responsibility of the owner.
- G. Runoff from impervious areas used for repair, cleaning, refueling, storing, or servicing of vehicles and machinery shall be treated onsite to remove oil, grease, TSS, and metals, and any other pollutants identified by the Public Works Department.
- H. Detention facilities for control of stormwater and floodwater runoff shall be designed and constructed in accordance with the Construction Standards for Public Works Facilities.
- I. Accommodation of upstream drainage areas. Culverts or other drainage facilities shall be large enough to accommodate potential runoff from the upstream drainage area, whether inside or outside of the development, that drains to the subject property. The Director of Public Works shall approve the size of public facilities, based on provisions of the construction standards and specification, assuming conditions of maximum potential watershed development permitted by this code.
- J. Effect on downstream drainage. The applicant may be required to perform a downstream analysis to determine where runoff incidental to the development will overload an existing drainage facility. Where additional runoff incidental to the development will overload an existing drainage facility, approval of the land use action may be withheld until provisions have been made for improvement of said potential condition.
- K. Drainage easement. A drainage easement shall be required when:

1. Topography or other conditions make it infeasible to include public drainage facilities within existing or proposed public right-of-ways. The easement must provide an area at least 15 feet in width and include vehicular access to the easement area from a public street. The terms and conditions of the easement must be approved by the city; or
2. Surface water from the development discharges onto or across private property, unless the post-development rate of discharge does not exceed the pre-development rate and the location of discharge onto the private property remains unchanged. If the easement contains drainage facilities that are to become public, the terms and conditions of the easement must be approved by the city.
3. Required by the Sandy Drainage Improvement Company for a drainage way under its jurisdiction on the subject site, and for a drainage way to which the stormwater runoff is conveyed.

5.860 Penalties. Each violation of any provision of this chapter, or any failure to carry out the conditions of any approval granted pursuant to this chapter, shall be unlawful and a civil infraction subject to the enforcement provisions of section 17.110, Abatement and Penalty, of this code.

- A. Additional Penalties. In addition to those penalties available under section 17.110, Abatement and Penalty, of this code, the Director may refuse to accept any development permit application from the developer or applicant for other land use development; revoke or suspend any development; deny occupancy of the subject property until the stormwater quality facility has been installed properly and maintained in accordance with this chapter; or recommend to the Police Chief to deny a business license of the developer or applicant.
- B. The owner of the water quality facility, a homeowner's association, or other entity bound to the deed restrictions pertaining to the water quality facility shall be responsible for mitigating the impacts of the erosion and for preventing future erosion.
- C. Upon request of the City Administrator, or at the direction of the City Council, the City Attorney may institute appropriate action in any court to enjoin development of a site or building project which is in violation of this chapter, or to require conformance with this chapter.

There are no further changes until chapter 5.1100.

5.1100 PUBLIC IMPROVEMENTS

- 5.1110 Purpose. The purpose of this section is to establish procedures and standards for installation of public improvements. No public improvements shall be constructed prior to approval of formal construction plans by the Director of Public Works or the Director's designee.
- 5.1120 Applicability. These standards apply to any land division requiring public improvements and any other development requiring public improvements valued at \$10,000 or more.
- 5.1130 Standards.
- A. Public improvements as part of an approved land division shall be constructed in accordance with the provisions of Chapter 7, Land Division, or this Code.
 - B. Whenever a development other than a land division includes public improvement(s) valued at \$10,000 or more, the developer must submit construction drawings for the public improvements in accordance with the requirements set forth in Section 7.370 of this Code.
 - C. Construction may not begin on the public improvements until the construction drawings are approved and an Authorization to Commence Construction is issued by the Public Works Department.
 - D. The public improvements shall be completed prior to issuance of building permits for the site.
 - E. Acceptance of the public improvements shall occur only after the requirements in Sections 7.410 and 7.420 of this Code have been met. Responsibility for the operation, maintenance, and repair of the public improvements remains with the developer until their acceptance by the City.

CHAPTER 7 - LAND DIVISION

There are no changes prior to section 7.180(C).

7.180 Design Requirements.

C. Underground Utilities.

1. **New installations:** All subdivisions or partitions shall be required to install underground utilities including, but not limited to, natural gas, electric power, and telecommunications facilities to serve the subdivision or partition. The utilities shall be installed and easements provided pursuant to the requirements of the utility company. Electric power transmission lines, including primary feeder lines, and transformer vaults shall be underground.
2. **Underground conversions:** All subdivisions or partitions shall be required to convert existing overhead utilities within or abutting such subdivision or partition to underground in accordance with Chapter 12.11 of the Troutdale Municipal Code.

There are no further changes until subsection (J).

- J. **Utility Easements.** A minimum six-foot wide utility easement shall be required along the front of all lots. In addition, utility easements will be required for public utilities on private property.

There are no further changes to Chapter 7.

CHAPTER 8 - SITE ORIENTATION AND DESIGN STANDARDS

There are no changes prior to section 8.059.

8.059 Utility Undergrounding. Development subject to site and design review shall be required to install underground utilities including, but not limited to, natural gas, electric power, telecommunications facilities to serve the development and to convert existing overhead utilities to underground in accordance with Chapter 12.11 of the Troutdale Municipal Code.

There are no further changes to Chapter 8.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 1122

Amending County Land Use Code, Plans and Maps to Adopt Troutdale's Recent Land Use Code, Plan and Map Revisions Related to Industrial Zoning, Stormwater Management and Public Utilities in Compliance with Metro's Functional Plan, and Declaring an Emergency

The Multnomah County Board of Commissioners Finds:

- a. The Board of County Commissioners adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.
- b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions be in compliance with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Troutdale (City) amended the urban services agreement to include an agreement that the City of Troutdale would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the urban growth boundary and urban service boundary of Troutdale.
- d. It is impracticable to have the County Planning Commission conduct hearings and make recommendations on land use legislative actions pursuant to MCC 37.0710, within unincorporated areas inside the Urban Growth Boundary for which the City provides urban planning and permitting services. The Board intends to exempt these areas from the requirements of MCC 37.0710, and will instead consider the recommendations of the Troutdale Planning Commission and City Council when legislative matters for these areas are brought before the Board for action as required by intergovernmental agreement (County Contract #4600003407) (IGA).
- e. The Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and maps in compliance with Metro's Functional Plan by Ordinance 1110 (02/21/2008).
- f. Since the adoption of Ordinance 1110, the City's Planning Commission recommended the land use code, plan and map amendments to the City Council through duly noticed public hearings.
- g. The City notified affected County property owners as required by the IGA.

- h. The City Council adopted the land use code, plan and map amendments, set out in Section 1 below and attached as Exhibit 1. The IGA requires that the County adopt these amendments for the City planning and zoning administration within the affected areas.

Multnomah County Ordains as follows:

Section 1. The County Comprehensive Framework Plan, community plans, rural area plans, sectional zoning maps, and land use code chapters are amended to include the City land use code, plan, guideline and map amendments, attached as Exhibit 1 and effective on the same date as the respective Troutdale ordinance:

Exhibit No.	Ordinance	Effective Date
1	Ordinance Amending Chapters 3, 5, 7 and 8 of the Troutdale Development Code pertaining to Industrial Zoning Districts, Stormwater Management and Public Utilities. [Text Amendment No. 39 (City Ord. 792)].	09/26/2008

Section 2. In accordance with ORS 215.427(3), the changes resulting from Sections 1 of this ordinance shall not apply to any decision on an application that is submitted before the applicable effective date of this ordinance and that is made complete prior to the applicable effective date of this ordinance or within 180 days of the initial submission of the application.

Section 3. In accordance with ORS 92.040(2), for any subdivisions for which the initial application is submitted before the applicable effective date of this ordinance, the subdivision application and any subsequent application for construction shall be governed by the County's land use regulations in effect as of the date the subdivision application is first submitted.

Section 4. Any future amendments to the legislative matters listed in Section 1 above, are exempt from the requirements of MCC 37.0710. The Board acknowledges, authorizes and agrees that the Troutdale Planning Commission will act instead of the Multnomah Planning Commission in the subject unincorporated areas using the City's own procedures, to include notice to and participation by County citizens. The Board will consider the recommendations of the Troutdale Planning Commission when legislative matters for County unincorporated areas are before the Board for action.

Section 5. An emergency is declared in that it is necessary for the health, safety and general welfare of the people of Multnomah County for this ordinance to take effect concurrent with the City code, plan and map amendments. Under section 5.50 of the Charter of Multnomah County, this ordinance will take effect in accordance with Section 1.

FIRST READING AND ADOPTION:

September 25, 2008



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, ACTING COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandra N. Duffy, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Department of Community Services

EXHIBIT LIST FOR ORDINANCE

Ordinance Amending Chapters 3, 5, 7 and 8 of the Troutdale Development Code pertaining to Industrial Zoning Districts, Stormwater Management and Public Utilities. [Text Amendment No. 39 (City Ord. 792)].

Prior to adoption, this information is available electronically or for viewing at the Multnomah County Board of Commissioners and Agenda website (www.co.multnomah.or.us/cc/WeeklyAgendaPacket/). To obtain the adopted ordinance and exhibits electronically, please contact the Board Clerk at 503-988-3277. These documents may also be purchased on CD-ROM from the Land Use and Transportation Program. Contact the Planning Program at 503-988-3043 for further information.

ORDINANCE NO.792

AN ORDINANCE AMENDING CHAPTERS 3, 5, 7 AND 8 OF THE TROUTDALE DEVELOPMENT CODE PERTAINING TO INDUSTRIAL ZONING DISTRICTS, STORMWATER MANAGEMENT AND PUBLIC UTILITIES (TEXT AMENDMENT NO. 39)

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. These proposed TDC amendments generally pertain to the following:
 - Industrial Zoning Districts
 - Stormwater Management
 - Public Utilities
2. Amendments to the industrial zones are necessary to comply with Title 4 of the Metro Urban Growth Management Functional Plan which requires size limitations for certain non-industrial uses in order to better protect industrial lands for industrial uses.
3. Amendments to Chapter 5.800, Stormwater Management, are mainly housekeeping measures to update the citations for certain reference documents, to clarify language, and to improve the order and structure of the chapter.
4. A new chapter 5.1100, Public Improvements, is being added to the Development Code in order to more clearly establish procedures and standards for installation of public improvements, such as public streets, water, sewer and stormwater systems.
5. Amendments to section 7.180 of the Land Division Chapter update and clarify what utilities are subject to undergrounding requirements. They also clarify that undergrounding is required for the installation of new utilities and converting any existing overhead utilities when a subdivision is built.
6. Because some developments occur on unplatted lots, which are not subject to the land division chapter, it is necessary to repeat the undergrounding requirement in Chapter 8 so that it applies to development projects under site and design review.
7. Public need is satisfied because the industrial zone amendments brings the TDC into compliance with the Metro Urban Growth Management Functional Plan as it relates to protection of industrial lands for industrial type uses. These protective measures not only help ensure that there are adequate lands available for industrial uses, but they also reduce conflicts between trucks and passenger vehicles that are forced to share roads when retail and office uses are located in industrial areas. The stormwater management amendments satisfy public need because, among other things, they spell out developer responsibilities for both upstream and downstream

drainage that could be impacted by a proposed development. The amendments pertaining to public infrastructure improvements and utility undergrounding satisfy public need by providing uniform and consistent standards within the development code and with the Troutdale Municipal Code on these topics.

8. The amendments will not adversely affect the health, safety and welfare of the community because size limitations on retail, office and related uses in the outlying industrial zones force large scale commercial uses to locate closer to where people live which should reduce travel distances for consumers to reach these uses and will reduce potential transportation conflicts.

9. The amendments being proposed do not conflict with any goals or policies from the Troutdale Comprehensive Plan.

10. Notice of the public hearing has been provided in accordance with applicable law, including Measure 56 notice to property owners within the industrial zones because the proposed amendments to the industrial zones limit or prohibit land uses previously allowed.

11. The Planning Commission conducted a public hearing on these amendments on June 18, 2008 and has recommended that the City Council adopt them.

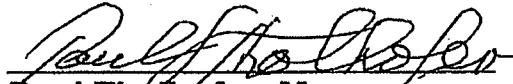
NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TROUTDALE

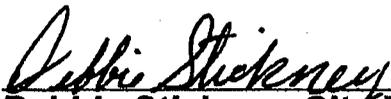
Section 1. The Troutdale Development Code is hereby amended to read as shown in Attachment A.

YEAS: 4

NAYS: 1 Councilor Canfield

ABSTAINED: 0


Paul Thalhofer, Mayor
August 29 2008
Date


Debbie Stickney, City Recorder

Adopted: August 26, 2008

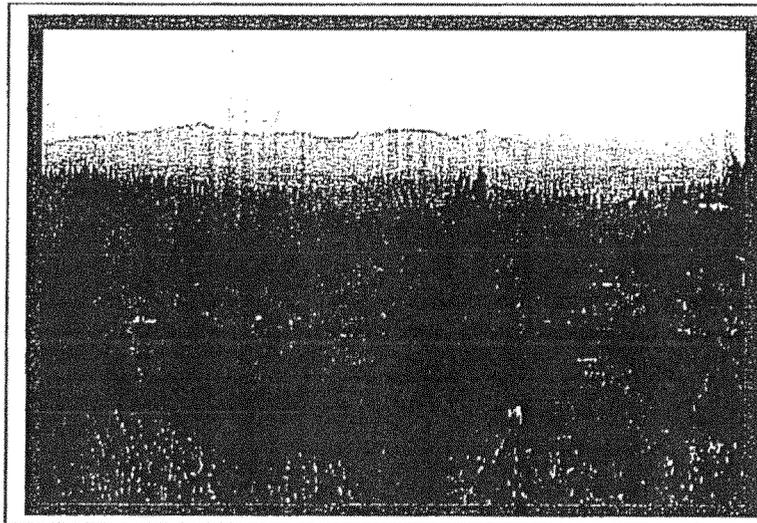


CITY OF TROUTDALE

Proposed Amendments to the Troutdale Development Code (Text Amendment No. 39)

Pertaining to:

- Industrial Zoning Districts
- Stormwater Management
- Public Utilities



Recommended by the Citizens Advisory Committee on April 2, 2008
Recommended by the Troutdale Planning Commission on June 18, 2008
Troutdale City Council Public Hearing July 22, 2008 and August 26, 2008

CHAPTER 3 - ZONING DISTRICTS**3.150 INDUSTRIAL PARK****IP**

3.151 Purpose. This district is intended for a mix of clean, employee-intensive industries, offices, services, and retail commercial uses, which have no off-site impacts in terms of noise, odor, glare, light, vibration, smoke, dust, or other types of off-site impacts. It provides for combining parking, landscaping, and other design features which physically and visually link structures and uses within one development. Offices, services, and retail commercial uses are permitted in compliance with Title 4 of the Metro Urban Growth Management Plan.

3.152 Permitted Uses. The following uses and their accessory uses are permitted in an IP district, provided they are conducted wholly within a completely enclosed building, except off-street parking and loading, and public park uses:

- A. Professional offices, subject to the provisions of subsection 3.155(D) of this chapter.
- B. Research, experimental, or testing laboratories.
- C. Assembly of electrical appliances, electronic instruments and devices, computer components and peripherals, and personal communication service devices.
- D. Trade or commercial schools, whose primary purpose is to provide training to meet industrial needs.
- E. Business parks, subject to the provisions of subsection 3.155(D) and provided the businesses within the park are permitted or conditional uses allowed within the IP district.
- F. Delicatessen shops, subject to the following requirements:
 - 1. The delicatessen shop is located within a building which houses another permitted use.
 - 2. No drive-through window is permitted.
 - 3. Inside seating area shall not exceed 50% of the shop's gross floor area or 150 square feet, whichever is the lesser.
- G. Utility facilities, minor.
- H. Public parks, parkways, trails, and related facilities.
- I. Other uses similar in nature to those listed above.

3.153 Conditional Uses. The following uses and their accessory uses are permitted as conditional uses in an IP district, provided they are conducted wholly within a

completely enclosed building, except off-street parking and loading, and major utility facilities:

- A. Hotels/motels or convention facilities.
- B. Restaurants with or without drive-through window service, subject to the provisions of subsection 3.155(D) of this chapter.
- C. Bars, taverns, or cocktail lounges in conjunction with a restaurant.
- D. Retail, wholesale, and discount sales and services subject to the provisions of subsection 3.155(D) of this chapter.
- E. Banks or savings and loan associations, subject to the provisions of subsection 3.155(D) of this chapter.
- F. Medical and dental clinics, subject to the provisions of subsection 3.155(D) of this chapter.
- G. Convenience stores, not to exceed 3,500 square feet in size.
- H. Assembly or limited manufacturing uses when located and arranged according to a plan providing for aesthetic or other conditions in harmony with the neighborhood.
- I. Community service uses.
- J. Utility facilities, major.
- K. Child care facilities, kindergartens, and similar facilities in conjunction with a permitted use or an approved conditional use.
- L. Other uses similar in nature to those listed above.

3.154 Dimensional Standards.

- A. Lot Size and Coverage.
 - 1. Minimum lot width: 150 feet.
 - 2. Maximum lot coverage: 50% of the site.
- B. Setbacks.
 - 1. Front yard setback: Minimum of 20 feet.
 - 2. Side yard setback: Minimum of 15 feet.
 - 3. Street side yard setback: On a corner lot, the side yard shall be a minimum of 15 feet on the side abutting a street.

4. Rear yard setback: Minimum of 10 feet.
 5. Setbacks for insufficient right-of-way: The minimum front, side, or other setbacks shall be increased where such yard or setback abuts a street having insufficient right-of-way width to serve the area. The necessary right-of-way widths, and the additional yard or setback requirements in such cases, shall be determined based upon the Comprehensive Land Use Plan and applicable ordinances and standards.
- C. Height Limitation. The maximum height of a structure shall be 35 feet.
- D. Lot Area. Division of lots or parcels are permitted as follows:
1. Lots or parcels 50 acres or smaller in size may be divided into any number of smaller lots or parcels.
 2. Undeveloped lots, parcels, or tracts larger than 50 acres in size may be divided into smaller lots, parcels, or tracts so long as the resulting land division yields at least one lot, parcel, or tract of at least 50 acres in size. If a land division results in more than one lot, parcel, or tract of 50 acres or greater in size, only one of those 50+ acre lots, parcels, or tracts, if further divided, must yield a lot, parcel, or tract of at least 50 acres in size.
 3. Developed lots or parcels 50 acres or larger in size may be divided into any number of smaller lots or parcels pursuant to a master plan approved by the city so long as at least 40 percent of the net area of the lot or parcel has already been developed with industrial uses or uses accessory to industrial use, and no portion of the lot has been developed, or is proposed to be developed, with uses regulated by subsection 3.175(D) of this chapter.
 4. Notwithstanding parts (2) and (3) of this subsection, any lot or parcel may be divided into smaller lots or parcels or made subject to right-of-ways for the following purposes:
 - a. To provide public facilities and services;
 - b. To separate a portion of a lot or parcel in order to protect a natural resource, to provide a public amenity, or to implement a remediation plan for a site identified by the Oregon Department of Environmental Quality pursuant to ORS 465.225;
 - c. To separate a portion of a lot or parcel containing a nonconforming use from the remainder of the lot or parcel in order to render the remainder more practical for a permitted use; or
 - d. To allow the creation of a lot for financing purposes when the created lot is part of a master planned development.

3.155 Additional Requirements.

- A. Design review and landscaping is required for all uses in the IP district.
- B. All lots shall have frontage or approved access to public streets, public water, and public sewer before development is allowed.
- C. Off-street parking spaces shall be provided in accordance with the requirements of Chapter 9, Off-Street Parking and Loading, of this code.
- D. In order to ensure that certain permitted and conditional non-industrial uses are primarily intended to serve the needs of workers in the immediate area, professional offices; medical and dental clinics; banks; restaurants; and retail, wholesale, and discount sales and service shall not exceed 5,000 square feet of gross leasable area. If there are multiple businesses within these categories of uses that occur within a single building or within multiple buildings that are part of the same development project, then the cumulative gross leasable area for all these businesses shall not exceed 20,000 square feet.

3.160 LIGHT INDUSTRIAL**LI**

3.161 Purpose. This district is primarily intended for light, clean industries usually of a manufacturing or storage nature with little outdoor storage. These industries usually do not require rail access and have very little process visibility. They usually create little or no air or water pollution and have no nuisance factors such as bright yard lights, continuous noise or objectionable odors. Professional offices and limited retail sales are permitted in compliance with Title 4 of the Metro Urban Growth Management Functional Plan. Uses within the LI District may be located adjacent to residential uses with appropriate buffering.

3.162 Permitted Uses. The following uses and their accessory uses are permitted in the LI district:

- A. Secondary manufacturing, except any use having the primary function of storing, utilizing, or manufacturing toxic or hazardous materials.
- B. Processing facilities, except any principal use involving the rendering of fats, the slaughtering of fish or meat, or the fermenting of foods such as sauerkraut, vinegar, or yeast.
- C. Distribution centers.
- D. Airport and related uses as defined by the Airport Planning Rule (OAR 660-013-0100), including airport supportive commercial and industrial uses such as maintenance facilities, hangars, aircraft tie-downs, passenger parking, and flight schools.
- E. Warehouses.
- F. Utility facilities, minor.
- G. Research and development companies, experimental or testing laboratories.
- H. Trade or commercial schools whose primary purpose is to provide training to meet industrial needs.
- I. Public parks, parkways, trails, and related facilities.
- J. One caretaker residence.
- K. Corporate headquarters.
- L. Professional offices, subject to the provisions of subsection 3.165(E) of this chapter.
- M. Medical and dental clinics, subject to the provisions of subsection 3.165(E) of this chapter.
- N. Product sales, service, and/or display accessory to any manufacturing, fabricating,

or processing use, provided the sales, service, and/or display area does not exceed 15% of the gross floor area, or 3,000 square feet, whichever is less.

- O. Wineries and breweries.
- P. Other uses similar in nature to those listed above.

3.163 Conditional Uses. The following uses and their accessory uses are permitted as conditional uses within a LI district:

- A. Heliports accessory to permitted or approved conditional uses.
- B. Retail, wholesale, and discount sales and services, including restaurants, banks, dry-cleaners, and similar establishments, with or without drive-up or drive-through window service, subject to the provisions of subsection 3.165(E) of this chapter.
- C. Community service uses.
- D. Utility facilities, major.
- E. Automobile, truck, trailer, heavy equipment, recreational vehicle, boat and manufactured home sales, rentals, and repair shops.
- F. Card-lock fueling stations, truck stops, service stations, tire shops, and oil change facilities.
- G. Motels or hotels, including banquet rooms, conference, or convention centers.
- H. Commercial sports complexes including, but not limited to, health clubs, tennis courts, aquatic centers, skating rinks, and similar facilities.
- I. Child care facilities, kindergartens, and similar facilities.
- J. Other uses similar in nature to those listed above.

3.164 Dimensional Standards.

- A. Setbacks.
 - 1. Front yard setback: Minimum of 20 feet.
 - 2. Side yard setback: Minimum of ten feet.
 - 3. Rear yard setback: None.
 - 4. Additional setback requirements: If any use in this district abuts or faces any residential zoning district, a setback of 50 feet from the property line or centerline of an intervening public street, on the side abutting or facing the residential zoning district shall be required.

5. Setbacks for insufficient right-of-way: Setbacks shall be established when a lot abuts a street having insufficient right-of-way width to serve the area. The necessary right-of-way widths and the setback requirements in such cases shall be based upon the Comprehensive Land Use Plan and applicable ordinances and standards.
- B. Height Limitation. The maximum height for any structure shall be 45 feet unless otherwise limited by the Federal Aviation Administration.
- C. Lot Area. Division of lots or parcels are permitted as follows:
1. Lots or parcels 50 acres or smaller in size may be divided into any number of smaller lots or parcels.
 2. Undeveloped lots, parcels, or tracts larger than 50 acres in size may be divided into smaller lots, parcels, or tracts so long as the resulting land division yields at least one lot, parcel, or tract of at least 50 acres in size. If a land division results in more than one lot, parcel, or tract of 50 acres or greater in size, only one of those 50+ acre lots, parcels, or tracts, if further divided, must yield a lot, parcel, or tract of at least 50 acres in size.
 3. Developed lots or parcels 50 acres or larger in size may be divided into any number of smaller lots or parcels pursuant to a master plan approved by the city so long as at least 40 percent of the net area of the lot or parcel has already been developed with industrial uses or uses accessory to industrial use, and no portion of the lot has been developed, or is proposed to be developed, with uses regulated by subsection 3.165(E) of this chapter.
 4. Notwithstanding parts (2) and (3) of this subsection, any lot or parcel may be divided into smaller lots or parcels or made subject to right-of-ways for the following purposes:
 - a. To provide public facilities and services;
 - b. To separate a portion of a lot or parcel in order to protect a natural resource, to provide a public amenity, or to implement a remediation plan for a site identified by the Oregon Department of Environmental Quality pursuant to ORS 465.225;
 - c. To separate a portion of a lot or parcel containing a nonconforming use from the remainder of the lot or parcel in order to render the remainder more practical for a permitted use; or
 - d. To allow the creation of a lot for financing purposes when the created lot is part of a master planned development.

3.165 Additional Requirements.

- A. Design review is required for all uses in the LI district.

- B. All lots shall have frontage or approved access to public streets, public water, and public sewer before development is allowed.
- C. Off-street parking spaces shall be provided in accordance with the requirements of Chapter 9, Off-Street Parking and Loading, of this code.
- D. Development is subject to compliance with any applicable overlay zoning district standards.
- E. In order to ensure that certain permitted and conditional non-industrial uses are primarily intended to serve the needs of workers in the immediate area, professional offices; medical and dental clinics; and retail, wholesale, and discount sales and services shall not exceed 5,000 square feet of gross leasable area. If there are multiple businesses within these categories of uses that occur within a single building or within multiple buildings that are part of the same development project, then the cumulative gross leasable area for all these businesses shall not exceed 20,000 square feet.

3.170 GENERAL INDUSTRIAL**GI**

3.171 Purpose. This district is primarily intended for manufacturing industries, large-scale fabricators, freight and trucking firms, primary metals, and lumber, etc., that usually require highway access and/or rail service. These firms usually have a high degree of process visibility and need outdoor storage of materials and products. These industries are likely to create minor air and water pollution, as well as nuisance factors such as noise and odor, and the generation of truck, shipping, or rail traffic. Non-industrial uses of a commercial nature are permitted in compliance with Title 4 of the Metro Urban Growth Management Functional Plan.

3.172 Permitted Uses. The following uses and their accessory uses are permitted in the GI district:

- A. Primary manufacturing.
- B. Any permitted use within the LI zoning district.
- C. Use of toxic or hazardous materials in the manufacturing process, and temporary storage of toxic or hazardous material by-products.
- D. Freight and trucking firms.
- E. Automobile, truck, trailer, heavy equipment, recreational vehicle, boat and manufactured home sales, rentals, and repair shops.
- F. Card-lock fueling stations, truck stops, service stations, tire shops, and oil change facilities.
- G. Utility facilities, major and minor, except for the following which require conditional use approval: sanitary landfills, recycling centers, and transfer stations, sewage treatment plants and lagoons, and telecommunication towers or poles.
- H. Marinas.
- I. Marine Industrial/Marine Service Facilities.
- J. Other uses similar in nature to those listed above.

3.173 Conditional Uses. The following uses and their accessory uses are permitted as conditional uses within the GI district:

- A. Child care facilities, kindergartens, and similar facilities.
- B. Community service uses.
- C. Concrete or asphalt manufacturing plants.
- D. Sanitary landfills, recycling centers, and transfer stations.

- E. Sewage treatment plants and lagoons.
- F. Telecommunication towers and poles.
- G. Junk yards.
- I. Residential dwelling/hangar mixed uses when the hangars are served by a taxiway with direct access to the Troutdale Airport Runway. The use shall be subject to the following requirements:
 - 1. Approval from the Port of Portland.
 - 2. Approval from the Federal Aviation Administration.
 - 3. No separate accessory structures are allowed.
- I. Heliports accessory to permitted or approved conditional uses.
- J. Commercial sports complexes including, but not limited to, health clubs, tennis courts, aquatic centers, skating rinks, and similar facilities.
- K. Commercial uses within industrial flex-space buildings, subject to the provisions of subsection 3.175(D) of this chapter.
- L. Processing facilities whose principal use involves the rendering of fats, the slaughtering of fish or meat, or the fermentation of foods such as sauerkraut, vinegar, and yeast.
- M. The manufacturing or storing of toxic or hazardous materials when done in compliance with federal and state regulations.
- N. Other uses similar in nature to those listed above.

3.174 Dimensional Standards.

- A. Setbacks.
 - 1. Front: 20 feet.
 - 2. No side or rear yard setbacks unless the property abuts a parcel of land in a more restrictive manufacturing or commercial district, in which case the requirements of the abutting zoning district shall apply.
 - 3. Additional setback requirements: If any use in this district abuts or faces any residential zoning district, a setback of 50 feet from the property line or centerline of an intervening public street, on the side abutting or facing the residential or apartment district shall be required.
 - 4. Setbacks for insufficient right-of-way: Setbacks shall be established when a lot abuts a street having insufficient right-of-way width to serve the area.

The necessary right-of-way widths and the setback requirements in such cases shall be based upon the Comprehensive Land Use Plan and applicable ordinances and standards.

- B. Height Limitation. None, unless otherwise limited by the Federal Aviation Administration.
- C. Lot Area. Division of lots or parcels are permitted as follows:
 - 1. Lots or parcels 50 acres or smaller in size may be divided into any number of smaller lots or parcels.
 - 2. Undeveloped lots, parcels, or tracts larger than 50 acres in size may be divided into smaller lots, parcels, or tracts so long as the resulting land division yields at least one lot, parcel, or tract of at least 50 acres in size. If a land division results in more than one lot, parcel, or tract of 50 acres or greater in size, only one of those 50+ acre lots, parcels, or tracts, if further divided, must yield a lot, parcel, or tract of at least 50 acres in size.
 - 3. Developed lots or parcels 50 acres or larger in size may be divided into any number of smaller lots or parcels pursuant to a master plan approved by the city so long as at least 40 percent of the net area of the lot or parcel has already been developed with industrial uses or uses accessory to industrial use, and no portion of the lot has been developed, or is proposed to be developed, with uses regulated by subsection 3.175(D) of this chapter.
 - 4. Notwithstanding parts (2) and (3) of this subsection, any lot or parcel may be divided into smaller lots or parcels or made subject to right-of-ways for the following purposes:
 - a. To provide public facilities and services;
 - b. To separate a portion of a lot or parcel in order to protect a natural resource, to provide a public amenity, or to implement a remediation plan for a site identified by the Oregon Department of Environmental Quality pursuant to ORS 465.225;
 - c. To separate a portion of a lot or parcel containing a nonconforming use from the remainder of the lot or parcel in order to render the remainder more practical for a permitted use; or
 - d. To allow the creation of a lot for financing purposes when the created lot is part of a master planned development.

3.175 Additional Requirements.

- A. Design review and landscaping is required for all uses in the GI district.
- B. All lots shall have frontage or approved access to public streets, public water, and public sewer before development is allowed.

- C. Off-street parking spaces shall be provided in accordance with the requirements of Chapter 9, Off-Street Parking and Loading, of this code.
- D. Commercial uses within industrial flex-space buildings are subject to the following standards:
 - 1. No one commercial use shall exceed 5,000 square feet of gross leasable area and the cumulative area of all such uses shall not exceed 20,000 square feet of the gross leasable area of a single flex-space building or of multiple buildings that are part of the same development project.
 - 2. Drive-throughs and drive-up service windows are not permitted.
- E. Development is subject to compliance with any applicable overlay zoning district standards.

CHAPTER 5 - OTHER ISSUES AND PROCEDURES

There are no changes prior to chapter 5.800.

5.800 STORMWATER MANAGEMENT**STMA**

5.810 Purpose. The purpose of the stormwater management standards is to protect water quality by providing adequate facilities for the management of stormwater or floodwater runoff, and to prevent the degradation of, and promote the enhancement of, primary or secondary protected water features, floodplains, wetlands, and groundwater.

5.820 Reference Authority.

- A. The current edition of the Stormwater Management Manual, City of Portland Environmental Services and addendums adopted by the Troutdale Public Works Department, is adopted into this code by reference and shall be the guide for requirements and design standards for the water quality facilities. Where conflict exists between this code and any of these documents, the more restrictive shall apply.
- B. The current edition of the City of Troutdale Construction Standards for Public Works Facilities is adopted into this code by reference. Where conflict exists between this code and any of these documents, the more restrictive shall apply.
- C. Other publications or maps adopted by reference to implement the standards of this chapter are the Metro Title 3 Water Quality and Flood Management Area Map, the Federal Emergency Management Agency's Flood Insurance Rate Maps and Flood Insurance Studies published for the City and the City's Urban Planning Areas, and the National Wetlands Inventory Map.
- D. Wetland determinations made by the Oregon Department of State Lands record in the Community Development Department.
- E. The current edition of the City of Troutdale's "North Troutdale Storm Drainage Master Plan".
- F. The current edition of the City of Troutdale's "South Troutdale Storm Drainage Master Plan".

5.830 Applicability. No land use action shall be approved which does not make adequate provisions for stormwater or floodwater runoff. The stormwater drainage system shall be separate and independent of any sanitary sewer system. Water quality treatment for stormwater is required under any of the following:

- A. The site contains vegetation corridor established in Chapter 4.300, Vegetation Corridor and Slope District, of this code; is next to or drains directly to a

protected water feature(s) as defined by this code; or the site drains to or is within the Flood Management Area established in chapter 4.600 of this code.

- B. The development occurs on natural slopes of 25% or greater.
- C. The development involves fuel storage or dispensing areas, vehicle wash areas, or vehicle maintenance dismantling areas.
- D. There is 2,000 square feet or more of uncovered impervious parking area and/or streets.
- E. Other development characteristics exist that may degrade water quality.

5.840 Design Standards. Water quality facilities for stormwater management, when required, shall be designed, constructed, and sited on the site by the developer to ensure that stormwater runoff is treated onsite prior to discharge into the public storm system, dry-well, street gutters, or any protected water feature. The design shall comply with the standards adopted by the Troutdale Public Works Department.

- A. The water quality facility shall be designed as follows:
 - 1. Water quality facilities shall be located on land with slopes of 15% or less.
 - 2. Up to 30% of the vegetation corridor as established in sections 4.316, Width of Vegetation Corridor, and 4.317, Method for Determining Vegetation Corridors Next to Primary Protected Water Features, of this code may be used for the water quality facility.
 - 3. The water quality facility may be constructed within the 100-year flood plain provided that:
 - a. The Base Flood Elevation is established for areas of Special Flood Hazard Area Zone A.
 - b. It is outside the area covered by the 25-year flood event.
 - c. The water quality is not within a defined floodway area.
 - d. It utilizes native plant species.
 - e. The design complies with applicable federal standards pertaining to the National Flood Insurance Program.
 - f. It is outside of wetlands.

- B. Where it is determined by the Troutdale Public Works Department that a more efficient and effective regional site exists within the sub-basin, the water quality facility may be constructed offsite to accommodate anticipated development at the intensity and density of the underlying zoning districts within that sub-basin.
- C. A professional engineer, licensed in Oregon, shall certify that the design of the water quality facility meets or exceeds the standards adopted by the Public Works Department.
- D. The design shall specifically consider source control of pollution, runoff treatment, streamback erosion control, wetland impacts, impacts on water quality sensitive areas, and offsite analysis and mitigation.
- E. An operation and maintenance plan shall be required. This plan shall satisfy the requirements in the guidelines adopted by the Public Works Department.
- F. If the water quality facility is dedicated to the City, all deficiencies of workmanship and materials shall be the responsibility of the developer for two years following acceptance by the City. If the facility is not dedicated to the City, then it shall be the continuing responsibility of the owner.
- G. Runoff from impervious areas used for repair, cleaning, refueling, storing, or servicing of vehicles and machinery shall be treated onsite to remove oil, grease, TSS, and metals, and any other pollutants identified by the Public Works Department.
- H. Detention facilities for control of stormwater and floodwater runoff shall be designed and constructed in accordance with the Construction Standards for Public Works Facilities.
- I. Accommodation of upstream drainage areas. Culverts or other drainage facilities shall be large enough to accommodate potential runoff from the upstream drainage area, whether inside or outside of the development, that drains to the subject property. The Director of Public Works shall approve the size of public facilities, based on provisions of the construction standards and specification, assuming conditions of maximum potential watershed development permitted by this code.
- J. Effect on downstream drainage. The applicant may be required to perform a downstream analysis to determine where runoff incidental to the development will overload an existing drainage facility. Where additional runoff incidental to the development will overload an existing drainage facility, approval of the land use action may be withheld until provisions have been made for improvement of said potential condition.
- K. Drainage easement. A drainage easement shall be required when:

1. Topography or other conditions make it infeasible to include public drainage facilities within existing or proposed public right-of-ways. The easement must provide an area at least 15 feet in width and include vehicular access to the easement area from a public street. The terms and conditions of the easement must be approved by the city; or
2. Surface water from the development discharges onto or across private property, unless the post-development rate of discharge does not exceed the pre-development rate and the location of discharge onto the private property remains unchanged. If the easement contains drainage facilities that are to become public, the terms and conditions of the easement must be approved by the city.
3. Required by the Sandy Drainage Improvement Company for a drainage way under its jurisdiction on the subject site, and for a drainage way to which the stormwater runoff is conveyed.

5.860 Penalties. Each violation of any provision of this chapter, or any failure to carry out the conditions of any approval granted pursuant to this chapter, shall be unlawful and a civil infraction subject to the enforcement provisions of section 17.110, Abatement and Penalty, of this code.

- A. Additional Penalties. In addition to those penalties available under section 17.110, Abatement and Penalty, of this code, the Director may refuse to accept any development permit application from the developer or applicant for other land use development; revoke or suspend any development; deny occupancy of the subject property until the stormwater quality facility has been installed properly and maintained in accordance with this chapter; or recommend to the Police Chief to deny a business license of the developer or applicant.
- B. The owner of the water quality facility, a homeowner's association, or other entity bound to the deed restrictions pertaining to the water quality facility shall be responsible for mitigating the impacts of the erosion and for preventing future erosion.
- C. Upon request of the City Administrator, or at the direction of the City Council, the City Attorney may institute appropriate action in any court to enjoin development of a site or building project which is in violation of this chapter, or to require conformance with this chapter.

There are no further changes until chapter 5.1100.

5.1100 PUBLIC IMPROVEMENTS

- 5.1110 Purpose. The purpose of this section is to establish procedures and standards for installation of public improvements. No public improvements shall be constructed prior to approval of formal construction plans by the Director of Public Works or the Director's designee.
- 5.1120 Applicability. These standards apply to any land division requiring public improvements and any other development requiring public improvements valued at \$10,000 or more.
- 5.1130 Standards.
- A. Public improvements as part of an approved land division shall be constructed in accordance with the provisions of Chapter 7, Land Division, or this Code.
 - B. Whenever a development other than a land division includes public improvement(s) valued at \$10,000 or more, the developer must submit construction drawings for the public improvements in accordance with the requirements set forth in Section 7.370 of this Code.
 - C. Construction may not begin on the public improvements until the construction drawings are approved and an Authorization to Commence Construction is issued by the Public Works Department.
 - D. The public improvements shall be completed prior to issuance of building permits for the site.
 - E. Acceptance of the public improvements shall occur only after the requirements in Sections 7.410 and 7.420 of this Code have been met. Responsibility for the operation, maintenance, and repair of the public improvements remains with the developer until their acceptance by the City.

CHAPTER 7 - LAND DIVISION

There are no changes prior to section 7.180(C).

7.180 Design Requirements.

- C. **Underground Utilities.**
 - 1. **New installations:** All subdivisions or partitions shall be required to install underground utilities including, but not limited to, natural gas, electric power, and telecommunications facilities to serve the subdivision or partition. The utilities shall be installed and easements provided pursuant to the requirements of the utility company. Electric power transmission lines, including primary feeder lines, and transformer vaults shall be underground.
 - 2. **Underground conversions:** All subdivisions or partitions shall be required to convert existing overhead utilities within or abutting such subdivision or partition to underground in accordance with Chapter 12.11 of the Troutdale Municipal Code.

There are no further changes until subsection (J).

- J. **Utility Easements.** A minimum six-foot wide utility easement shall be required along the front of all lots. In addition, utility easements will be required for public utilities on private property.

There are no further changes to Chapter 7.

CHAPTER 8 - SITE ORIENTATION AND DESIGN STANDARDS

There are no changes prior to section 8.059.

- 8.059 Utility Undergrounding. Development subject to site and design review shall be required to install underground utilities including, but not limited to, natural gas, electric power, telecommunications facilities to serve the development and to convert existing overhead utilities to underground in accordance with Chapter 12.11 of the Troutdale Municipal Code.

There are no further changes to Chapter 8.



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 09/25/08
Agenda Item #: R-12
Est. Start Time: 10:35 AM
Date Submitted: 09/09/08

Agenda Title: **Briefing on Multnomah County Reserves Citizen Advisory Committee Recommendation – Study Areas Map**

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

Requested Meeting Date: September 25, 2008 **Amount of Time Needed:** 10 mins
Department: DCS **Division:** Land Use Planning
Contact(s): Chuck Beasley
Phone: 503-988-3043 **Ext.** 22610 **I/O Address:** 455/116
Presenter(s): Chuck Beasley

General Information

1. What action are you requesting from the Board?

No action, informational briefing only.

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

The Multnomah County Citizen Advisory Committee (CAC) for Urban and Rural Reserves met on July 31, 2008, to consider a recommendation to Commissioner Cogen regarding the lands that should be studied for urban or rural reserves. Commissioner Cogen is the county's elected representative on the Reserves Steering Committee leadership group, the Core 4. The land areas under consideration are those proposed by the Reserves Steering Committee at their June 9, 2008 meeting, and are shown on the map attached here. The CAC recommends no changes to the map for study areas proposed within Multnomah County.

The Urban and Rural Reserves project entails a new regional approach to managing the Metro region urban form. The expected outcome of the Reserves work will be a decision on designation of urban and rural reserves in Multnomah County as part of a process that includes collaboration with Washington and Clackamas Counties, Metro, cities, and others. This Reserves process provides greater flexibility to decide what areas are best suited for future urbanization, and will result in

greater predictability for where growth is and is not expected to occur over the next 40 to 50 years. Land outside of the UGB will be studied to decide how to balance land needed to create great urban communities, to protect lands important to the viability of the agricultural and forest economies of the region, and protection of natural features that define the region.

Urban and rural reserves will be decided upon through intergovernmental agreements between each of the counties and Metro. A Regional Reserves Steering Committee, co-led by one elected official from each of the counties and Metro, oversees the study and designation process and will make recommendations to the county commissions and Metro Council for final approval. The Steering Committee includes representatives of cities in the region, state agencies, business groups, agricultural interests, land use advocates, natural resources organizations, and social/economic equity groups.

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

No impact.

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

At this point in the Reserves process, the decision is whether to study mapped areas for their potential for designation as either urban or rural reserves. After the studies are completed, Multnomah County will need to exercise policy judgment to decide what lands should be rural reserves, urban reserves, or no designation. The Reserves project timeline indicates that inter-governmental agreements that implement policy choices are to be developed in the second half of calendar year 2009.

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

The study areas map was recommended for public comment by the Reserves Steering Committee at their June, 2008 meeting. Subsequent public outreach included a series of coordinated open house events, along with an on-line survey. Results of the open houses and on-line survey were considered by the Multnomah County CAC in making their recommendation. Other government bodies participating in the process are: Metro, Clackamas County, Washington County, and Portland Metro area cities. Each of the counties has appointed an advisory group to make recommendations to county commissioners.

Required Signature

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



Date: 09/09/08



Department of Community Services
MULTNOMAH COUNTY OREGON

Land Use and Transportation Program
1600 SE 190th Avenue
Portland, Oregon 97233-5910
PH. (503) 988-3043 Fax (503) 988-3389
www.co.multnomah.or.us/landuse

Memorandum

Date: September 3, 2008

To: Jeff Cogen, Multnomah County Commissioner

From: Chuck Beasley, Senior Planner *CB*

Subject: Multnomah County Reserves CAC Recommendation – Study Areas Map

The Multnomah County Citizen Advisory Committee for Urban and Rural Reserves met on July 31, 2008, to consider a recommendation to you regarding the lands that should be studied for urban or rural reserves. The land areas under consideration are those proposed by the Reserves Steering Committee at their June 9, 2008 meeting, and are shown on the map attached here. The CAC recommends no changes to the map for study areas proposed within Multnomah County.

This recommendation considered the results of a public outreach effort that was conducted in accordance with Phase Two of the Reserves Coordinated Public Involvement Plan. A series of seven public Open House events was sponsored and jointly presented by Multnomah, Clackamas, and Washington Counties, and Metro, between June 18 and July 21, 2008. The information presented at the events was essentially identical, and a total of 345 people attended the events. In addition to the Open Houses, an on-line survey was provided and remained accessible until August 15.

The comments received at the Open House events that related to changing the proposed Study Area Map were considered by the CAC at their July 31 meeting. Comments were received recommending changes in other counties, but there were no changes recommended for study areas within Multnomah County. The consensus of the CAC was to not take a position on areas in other counties, and to endorse the proposed map. No comments regarding change to the study area boundary in Multnomah County were received from the on-line survey after the CAC recommendation.

Attachment: Proposed Urban and Rural Reserves Study Area (map)
Open House Outreach Results 7/31/08

Recommendations regarding the Study Area Boundary
Multnomah County Reserves CAC Meeting
July 31, 2008

Staff from the four partner governments coordinated and conducted seven open house events between June 16 and July 21. The main purposes were to introduce the public to the urban and rural reserves process, and to give them an opportunity to consider and comment on the proposed study area map. The comments regarding changing the study area boundary that were received at the open houses are listed below.

Oregon City open house

- Yes, expand to 211:
 - It is at least 65% suitable for rural reserve, 10% for urban, and the rest neither.
 - Seems a more natural division line to include lands inside this loop
 - It completes the "doughnut" outline
- No, don't expand to 211:
 - This job is already overwhelming; let's leave something to study in the future. The study area is already too big.
 - With the gas situation changing fast people aren't going to want to be driving long distances to work or services.
 - Keep rural land protected for growing food! Which people are concerned about already.
 - The area in gray between 211 and the green draft study area is too remote, difficult to provide services to, and of a strong rural character.
 - The soil is excellent for grapes, and several other agri products, not just Christmas trees.
 - The reasons sound suspiciously developer based. The residents do NOT support his assertions.
 - There are several bald eagles, Northern nocturnal flying squirrels, Blue Herons, Egrets, that are dependent on this area for habitat as well as migration corridors.
 - If rural roads need improvement, that is a different process.
 - Expand into the Beaverton/Tualatin Hillsboro Boundary. It is already a transportation embarrassment, an example of suburban blight and should be fostered for agri-wine business if anything.
 - Too far from the Metro Urban Growth Boundary – up to 21 miles in some areas. This is way too far a reach for Metro influence without proper representation on any Metro elected officials. Way beyond their scope as imagined by any State legislator.
 - Wait until you have some experience with this process to expand to 211 – re-evaluation will be necessary – and more people will be able to have input.

Even though these are appropriate locations for rural reserves, let's see the process work successfully as we do try to protect these lands.

- Molalla and surrounding should all be in or out of study area, not bisected.

Tualatin open house

- Study area should include area down to McMinnville and around river, even though in Yamhill County (traffic, etc.).
- Areas just outside current urban areas of outlying cities [Sandy, Estacada, Molalla) should be in study area. Pressure to expand outward will be tremendous -- if these areas are not included now, they will have to be added later or will be developed contrary to their best use.

Gresham open house

- Consider expanding the study area boundary to follow Highway 211 from Sandy to I-5 to protect more farmland.
- Expanding the study area boundary to Highway 211 would infringe on the outlying cities.
- Expand the study area boundary in the region SW of I-5 near Aurora/Dundee/Newberg to protect farmland.

Metro Regional Center open house

Note: Clackamas County included a survey in the open house materials about a proposal to expand the study area boundary:

"The Clackamas County Policy Advisory Committee (PAC) would like your opinions on this idea: *Have the study area follow Highway 211, from Sandy to I-5.*"

There were two responses to this, noted below.

- Bad idea! 2

Why:

- Plenty of land for UR in current green line but keep open the idea of a new town to be built in Clackamas County.
- Too far outside

Urban and Rural Reserves Open Houses

Community open houses will be held this summer to provide residents of the Portland metropolitan area with information about the process for designating Urban and Rural Reserves. These events provide a means for participants to consider the area currently proposed for study and share their insights. Here are the times and locations:

Date/Time	Location	Lead Sponsors
Monday, June 16 5 to 8 pm	Beaverton Resource Center 12500 SW Allen Boulevard, Beaverton	Washington County and Metro
Thursday, June 26 5 to 8 pm	Forest Grove Community Auditorium 1915 Main Street, Forest Grove	Washington County and Metro
Monday, July 7 5 to 8 pm	Multnomah County East Building 600 NE 8 th Street, Gresham	Metro, Clackamas and Multnomah counties
Thursday, July 10 5 to 8 pm	Tualatin High School Commons 22300 SW Boones Ferry Road, Tualatin	Metro, Clackamas and Washington counties
Saturday, July 12 9 am to noon	Metro Regional Center 600 NE Grand, Portland	Multnomah County and Metro
Wednesday, July 16 5 to 8 pm	Clackamas County Public Services Building, Rooms 369 A & B 2051 Kaen Road, Oregon City	Clackamas County and Metro
July 21, 6 to 8 pm	Metropolitan Learning Center Auditorium 2033 NW Glisan, Portland	Metro and Multnomah County

For more information contact Marcia Sinclair at marcia.sinclair@oregonmetro.gov or 503-797-1814.

Please check the Metro website, www.oregonmetro.gov/reserves for updated meeting locations, dates and times.



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only	
Meeting Date:	<u>09/25/08</u>
Agenda Item #:	<u>R-13</u>
Est. Start Time:	<u>10:45 AM</u>
Date Submitted:	<u>09/17/08</u>

Agenda Title: Overview of Oregon Property Tax System Under Measure 5 and Measure 50

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

Requested Meeting Date:	<u>September 25, 2008</u>	Amount of Time Needed:	<u>45 Minutes</u>
Department:	<u>County Management</u>	Division:	<u>Budget & Evaluation</u>
Contact(s):	<u>Mark Campbell</u>		
Phone:	<u>503 988-6229</u>	Ext.:	<u>86229</u>
Presenter(s):	<u>Mark Campbell</u>	I/O Address:	<u>503/531</u>

General Information

1. What action are you requesting from the Board?

None. This is a briefing on the property tax system and how the rules established by Measure 5 and Measure 50 limit the total amount of tax that can be collected.

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

The property tax system in Oregon is complicated by two ballot measures that have been incorporated into the state constitution. Measure 5 limits the amount of taxes that can be collected to not more than 1.5% of assessed value. Measure 50, generally, caps tax growth at 3% for most properties.

This briefing will highlight the interaction between Measure 5 and Measure 50. It will address the concept of "compression" and how that affects tax collections. There will also be a discussion of the hierarchy of taxes and the impact that permanent rates have on other levies. We will address the process we use to estimate tax capacity and explain why tax capacity is different throughout the County.

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

N/A

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

N/A

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

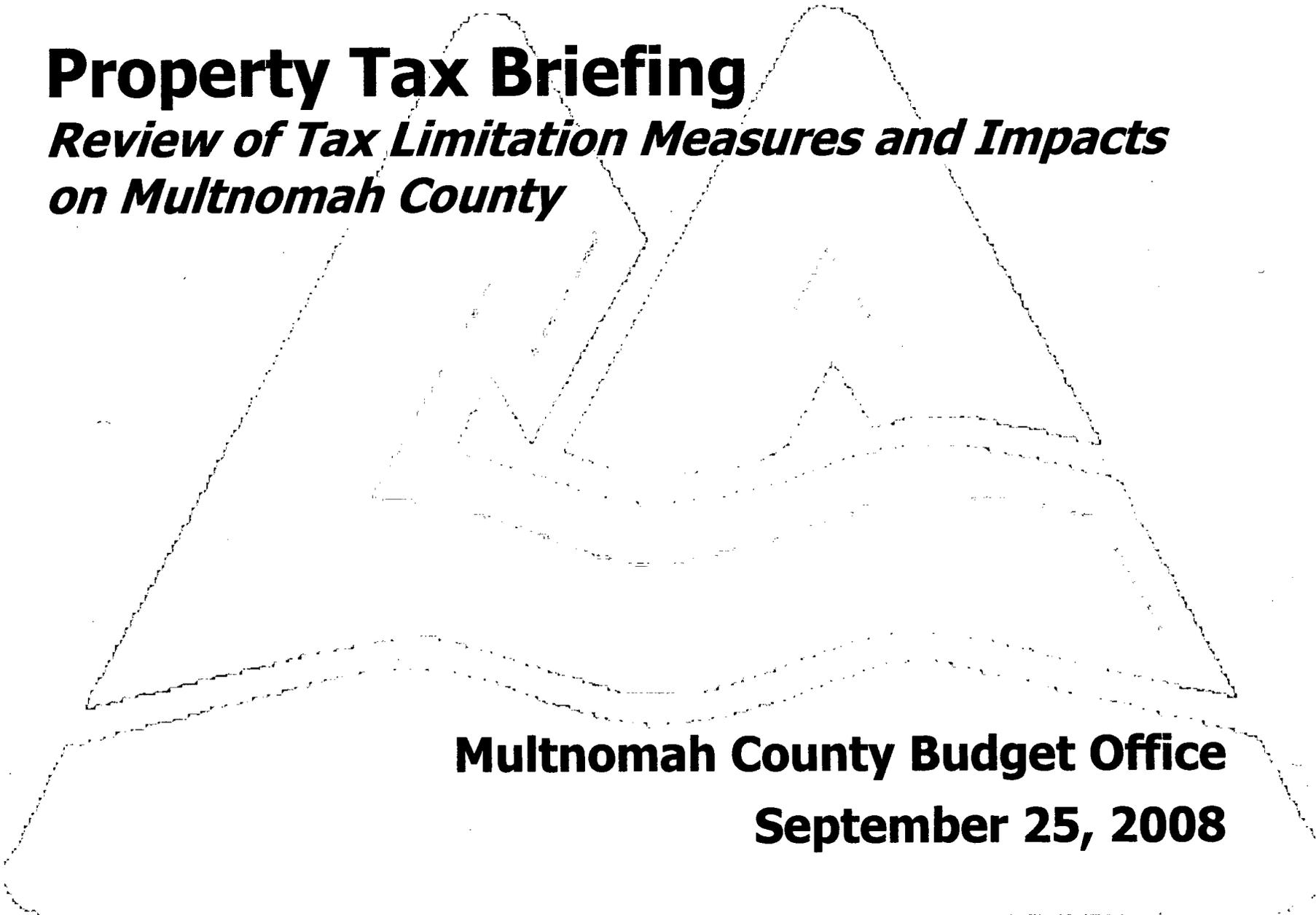
N/A

Required Signature

Elected Official or
Department/
Agency Director:

Carol M. Ford

Date: 09/17/08



Property Tax Briefing

***Review of Tax Limitation Measures and Impacts
on Multnomah County***

Multnomah County Budget Office

September 25, 2008

Introduction

- Oregon's Property Tax System
 - Tax Limitation Has Been A Fact of Life Since 1990
 - Overview of Measure 5 and Measure 50
 - What Is Different Today?

- The Art and Science of Estimating Tax Revenue
 - Permanent Rates, Local Options, and Debt
 - Forecasting Value – the Change Property Ratio
 - Forecasting Local Option Capacity

- Some Quick Facts and Other Considerations



Tax Levy 101

- Measure 5 Limited Taxes to 1.5% of Property Value (November, 1990)
- Created Distinction Between Taxes for Education, General Government, and Debt
- Two Major Consequences of Measure 5
 - School Funding Chiefly Responsibility of State
 - Shifted Tax Burden From Business to Residential Property
- Retained Existing Limits on Tax Base Growth
 - Tax Base Could Grow at 6%
 - Change in Values Caused Rates to Fluctuate



Tax Levy 101

- Introduced Concept of Compression
 - Local Gov't Taxes Could Not Exceed 1% of Property Value
 - Levies Reduced When Total Rates Exceeded \$10/\$1,000
 - Multnomah County Reduction = \$13M, or 12.5%, in Year 1

- Revenue Loss Proportional to Tax Authority

- Measure 5 Compression Necessitated a Tax Sharing Agreement Between County and City of Portland

- But, Values Grew Quickly in Early-90's
 - Average Growth = 11.5% From 1991 - 1995
 - County Grew Completely Out of Measure 5 in Four Years



Tax Levy 101 (Continued)

- Measure 47 – “Cut and Cap” Initiative (November, 1996)
 - Reduced Property Values Statewide by About 17%
 - Limited Future Value Growth

- Measure 50 Implemented Measure 47 (May, 1997)

- Measure 50 Crafted to Comply w/ Measure 5
 - Created Permanent Rates and Local Option Levies
 - Distinction Between REAL MARKET and ASSESSED Value
 - Created a Hierarchy of Tax Levies

- Multnomah County Reduction = \$23 Million, or 14%, in Year 1



Tax Levy 101 (Continued)

- Tax Base Replaced by Permanent Rates
 - Multnomah County = \$4.34/\$1,000
 - Permanent Rates Can **NOT** Be Changed (No Way, No How)

- Serial Levies = Local Option Levies

- Limited Value Growth to 3% on Most Properties
 - New Construction/Improvements/Remodeling
 - New Value Taxed at 1995 Levels

- Other Differences
 - Changed How Compression Is Calculated
 - Taxes Not Tied to Market Values
 - Created Concept of the "Double Majority"



Compression Under Measure 50

- Compression is Calculated on a Property by Property Basis
 - Measure 50 Tax Rates x Assessed Value
 - Measure 5 Limit (\$15/\$1,000) x Real Market Value
 - Tax Amount is Lower of Two Calculations

- Example – House A (RMV = \$445,000; AV = \$205,000)
 - Measure 50 Tax = $\$21.81 \times 205,000 = \$4,471$
 - Measure 5 Tax = $\$15.00 \times \$445,000 = \$6,675$
 - No Compression

- Example – House B (RMV = \$275,000; AV = \$205,000)
 - Measure 50 Tax = $\$21.81 \times 205,000 = \$4,471$
 - Measure 5 Tax = $\$15.00 \times \$275,000 = \$4,125$
 - Compression Loss = \$346



Property Tax "Pecking Order"

- How is Compression Loss Applied?
- Local Options Are First to Be Compressed
 - Taxes Reduced Proportionately Among Local Options
 - Local Options Collect Nothing From Some Property Classes
- Permanent Rates Are Next To Be Compressed
 - If Reducing Local Option Levies Does Not Fully Accommodate Compression, Permanent Rates Are Reduced Proportionately
- "Pseudo" Debt Levies Are Compressed Last
 - Portland FPD&R Levy
 - Urban Renewal Levies



Estimating Revenue Yield

- Three Critical Variables in Estimating Tax Revenue
 - Sum of All Limited Rates (Slide # 10)
 - Relationship Between RMV and AV (Slide # 11)
 - Change In AV Over Time – Each Property Is Like a Snowflake

- Not All Properties Are Created Equal
 - Property Classes and How They Are Assessed
 - The Change Property Ratio (CPR)

- Estimating Additional Tax Capacity
 - How CPR Both Limits Collections and Creates Capacity
 - Sensitivity Analysis Required to Estimate Compression



Limited Tax Rates in Multnomah County

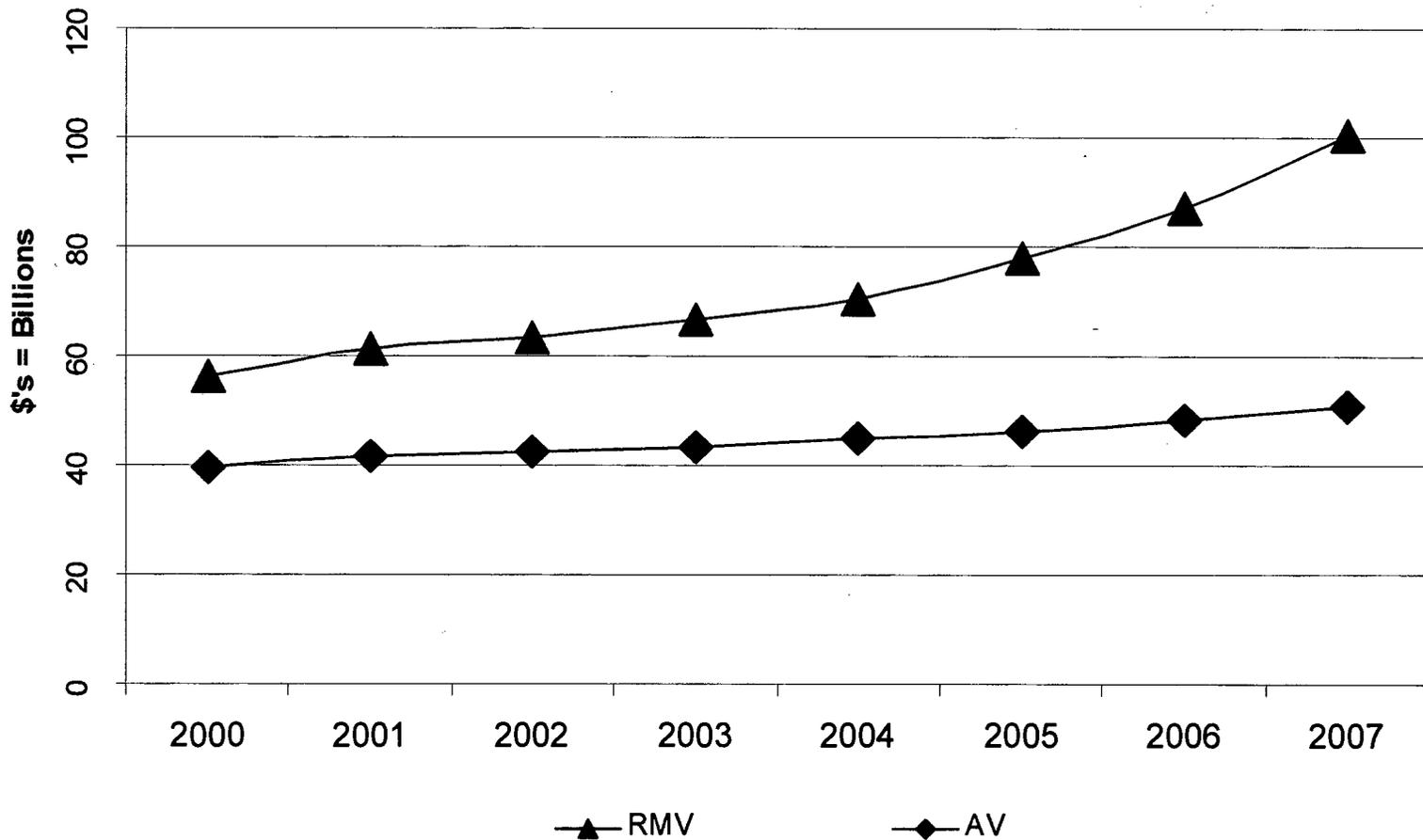
	FY 2007-08 per Assessment & Taxation				
	Permanent	Local Option	Other	"Debt"	Total
Portland (Levy Code 001)	8.25	1.63	0.16	3.94	13.98
Gresham (Levy Code 026)	7.85	0.89	0.20	0.13	9.07
Troutdale (Levy Code 242)	8.11	0.89	0.20		9.20
Fairview (Levy Code 240)	7.83	0.89	0.20		8.92
Wood Village (Levy Code 241)	7.47	0.89	0.20		8.56
Maywood Park (Levy Code 331)	4.80	0.89	3.05		8.74

Rates Expressed in \$'s per Thousand of Assessed Value



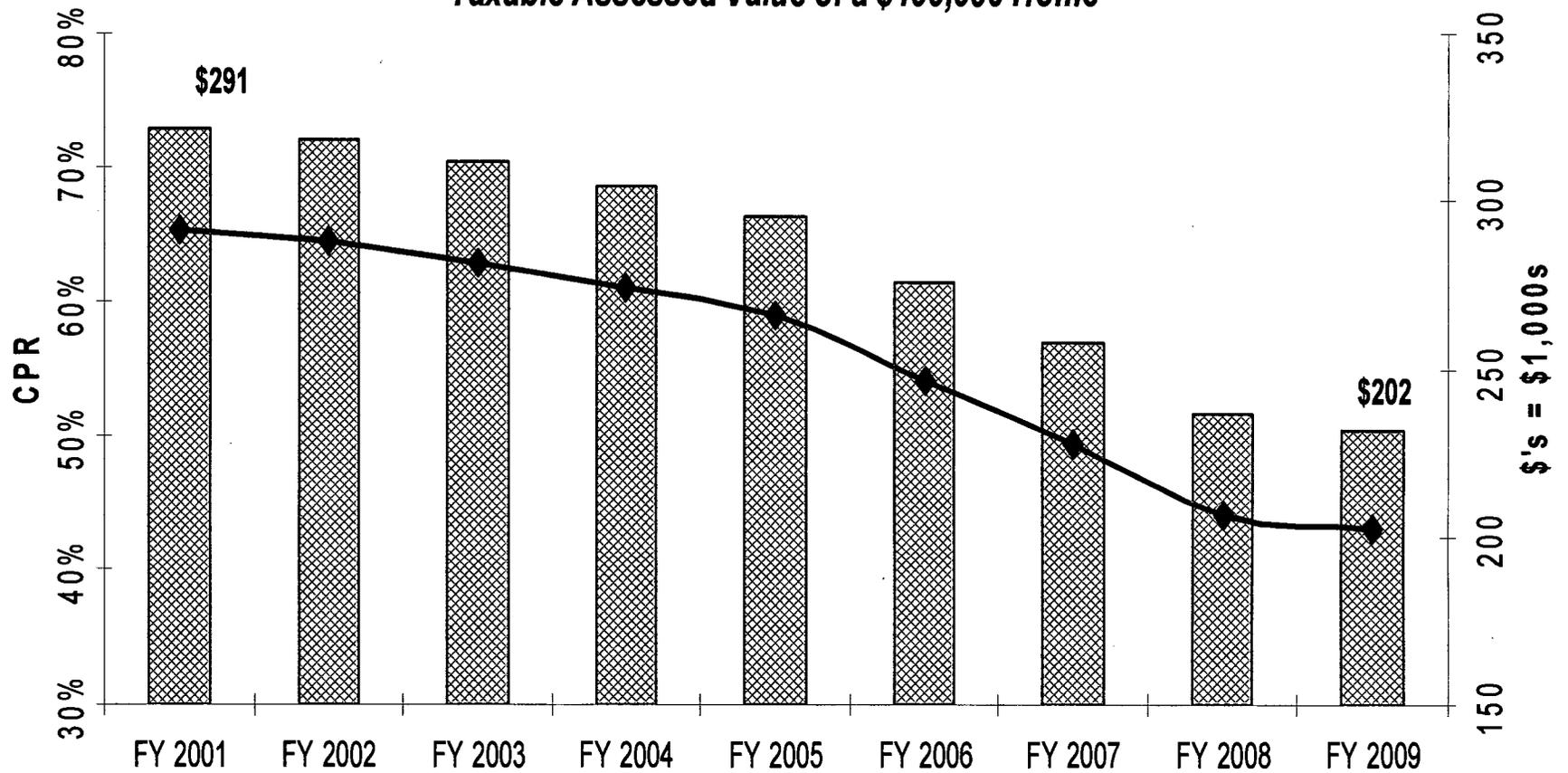
Changes in Values

Multnomah County RMV v. AV
Since FY 1999-2000



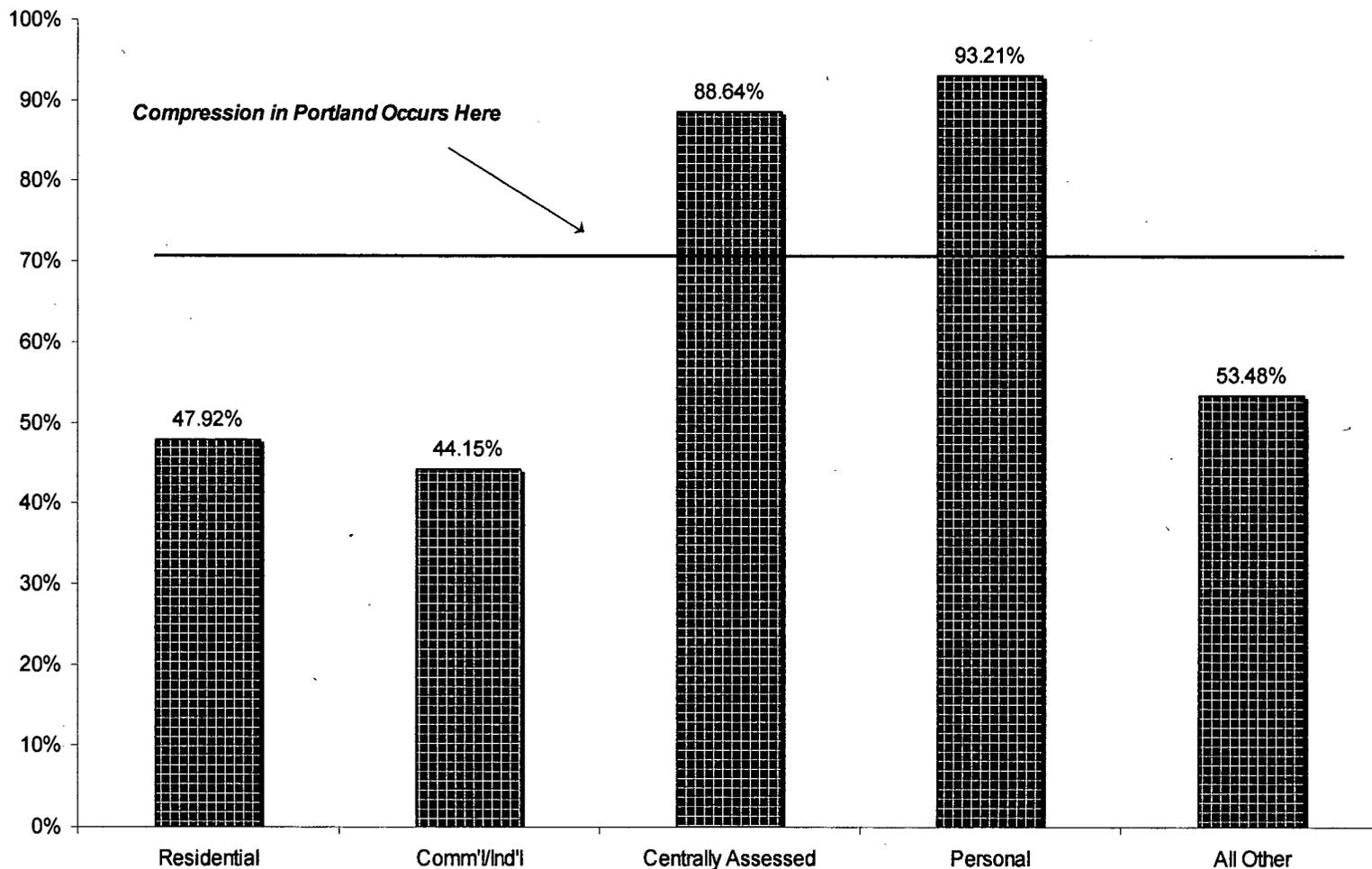
The CPR and Tax Impacts

Effect of CPR on Residential Property
Taxable Assessed Value of a \$400,000 Home



Estimating Tax Capacity

Ratio of Assessed Value (AV) to Real Market Value (RMV)
by Property Class, FY 2008 Values



Sensitivity Analysis

- How Much Room Under The Measure 5 Cap?
 - Potential Revenue Yield Based on Countywide Averages
 - Implications For Revenue Yield From New Levies
 - "Back Door" Impact of Urban Renewal

Countywide Capacity by Property Class Based on FY 2007-08 Real Market Value

	<u>Total Potential Revenue</u>
Residential	\$ 43,378,085
Commercial/Industrial	14,481,535
Centrally Assessed	-
Personal	-
All Other	<u>4,509,729</u>
Total	\$ 62,369,349



Tax Facts

- Total Real Market Value = \$100.3 Billion
 - Residential Property Accounts for 62%

- Total Assessed Value = \$50.7 Billion

- Total Imposed Taxes = \$1.1 Billion
 - Multnomah County Share - 24%

- Revenue Lost to Measure 5 Compression
 - Permanent Rate - \$4.8 Million (2.3%)
 - Library Local Option - \$6.1 Million (13.5%)



Summary

- Constitutional Measures Have Changed Property Tax System w/ Varying Results
 - Most Taxpayers Have Experienced Significant Tax Relief
 - Limits on Value Growth Have Made Tax Bills More Predictable
 - Shifted Responsibility for Education Funding to State
 - Double Majority Effectively Limits When Tax Districts Can Seek Voter Approval for New Levies

- Current System Restricts Largest Source of Revenue for Most Local Governments
 - Annual Growth Does Not Keep Pace w/ Costs
 - CPR Divorces Tax Payments From Market Values
 - In Portland, Combined Tax Rates Cause Compression

- Estimating New Revenue Has Become More Difficult
 - Good News – Additional Capacity Does Exist
 - Compression Concentrated on Local Option Levies
 - Variables Are Many; Any Increase Impacts Other Levies





MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 09/25/08
Agenda Item #: R-14
Est. Start Time: 11:30 AM
Date Submitted: 09/17/08

Agenda Title: **RESOLUTION Receiving the Report of the Library Funding Task Force**

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

Requested Meeting Date: September 25, 2008 **Amount of Time Needed:** 10 minutes
Department: Library **Division:** Admin
Contact(s): Molly Raphael
Phone: 503 988-5491 **Ext.** 85491 **I/O Address:** 317/ADM/DIROF
Presenter(s): Molly Raphael

General Information

1. What action are you requesting from the Board?

Approve Resolution Receiving the Report of the Library Funding Task Force.

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

The Library Funding Task force was appointed on May 10, 2007 and reported to the BCC at a briefing on August 5, 2008. The resolution expresses the Boards appreciation to the Task Force, asks the Department of Libraries to engage in additional financial planning requested by the Task Force and calls for a Board discussion in February 2009 on next steps.

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

None

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

This is one step in a longer discussion on stable funding for libraries.

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

The task force included community and stakeholders.

Required Signature

Department Director:

Molly Raphael

Date: 09/17/08

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Receiving the Report of the Library Funding Task Force

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County's governance of the Multnomah County Library was established by Resolution No. 649 on May 17, 1990. Section 1(c) provides: "{t}he public library shall be financed by general fund monies, library operating revenues, grants, gifts, donations and bequests received and designated to be used for library purposes, and any tax levies that may be authorized by the electors."
- b. Resolution No. 649 also established the Library Board and charges the Library Board to "undertake long-range planning for library services and make appropriate recommendations to the Board of County Commissioners. Long-range plans shall address service needs, budget priorities, stable public funding, and capital improvement, and shall be consistent with County, regional, State and national goals for libraries."
- c. Goal 7 of the Library's Strategic Plan provides: "People in Multnomah County will have a public library system supported by stable funding adequate to meet the {Plan's} goals."
- d. The Board of County Commissioners considers stable funding for quality library services in Multnomah County necessary and in the public interest.
- e. Multnomah County voters value library services highly. On November 6, 2006 they gave 63% support to a local option property tax levy to provide library funding.
- f. On May 10, 2007 the Multnomah County Board of County Commissioners adopted Resolution 07-094 creating a Library Funding Task Force to study options for increasing the stability of the library funding.
- g. The Task Force began meeting in May 2007 and met a total of 15 times. On August 5, 2008 the Task Force presented an extensive report to the Board of County Commissioners.
- h. The Oregon Legislature has proposed a change to the Oregon Constitution that would provide voters with additional opportunities to approve funding measures and that amendment will be before voters in November, 2008.

The Multnomah County Board of Commissioners Resolves:

1. That the Library Funding Task Force be thanked for its hard work in investigating and analyzing funding solutions and next steps for adequate, stable, and permanent funding for the Multnomah County Library.
2. That the Board of County Commissioners directs the Department of Libraries to engage in the long-range financial planning proposed by the Task Force and that the Department of Libraries should coordinate that research with the Department of Community Management's financial planning for Multnomah County.
3. That the Chair convene a briefing of the Board of County Commissioners in February of 2009 to discuss appropriate next steps for stable library funding in light of the results of the November election and the financial planning reports.

ADOPTED this 25th day of September, 2008.

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

Ted Wheeler, Chair

REVIEWED:

**AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON**

By _____
Agnes Sowle, County Attorney

**SUBMITTED BY:
Molly Raphael, Director, Department of Library Services**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 08-131

Receiving the Report of the Library Funding Task Force

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County's governance of the Multnomah County Library was established by Resolution No. 649 on May 17, 1990. Section 1(c) provides: "{t}he public library shall be financed by general fund monies, library operating revenues, grants, gifts, donations and bequests received and designated to be used for library purposes, and any tax levies that may be authorized by the electors."
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- c. Goal 7 of the Library's Strategic Plan provides: "People in Multnomah County will have a public library system supported by stable funding adequate to meet the {Plan's} goals."
- d. The Board of County Commissioners considers stable funding for quality library services in Multnomah County necessary and in the public interest.
- e. Multnomah County voters value library services highly. On November 6, 2006 they gave 63% support to a local option property tax levy to provide library funding.
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- h. The Oregon Legislature has proposed a change to the Oregon Constitution that would provide voters with additional opportunities to approve funding measures and that amendment will be before voters in November, 2008.

The Multnomah County Board of Commissioners Resolves:

1. That the Library Funding Task Force be thanked for its hard work in investigating and analyzing funding solutions and next steps for adequate, stable, and permanent funding for the Multnomah County Library.
2. That the Board of County Commissioners directs the Department of Libraries to engage in the long-range financial planning proposed by the Task Force and that the Department of Libraries should coordinate that research with the Department of County Management's financial planning for Multnomah County.
3. That the Chair convene a briefing of the Board of County Commissioners in February of 2009 to discuss appropriate next steps for stable library funding in light of the results of the November election and the financial planning reports.

ADOPTED this 25th day of September, 2008.

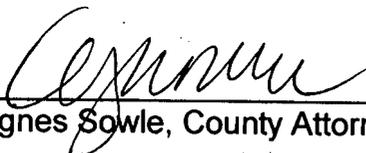


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Agnes Sowle, County Attorney

SUBMITTED BY:

Molly Raphael, Director, Department of Library Services