



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY •	Chair	• 248-3308
PAULINE ANDERSON •	District 1	• 248-5220
GRETCHEN KAFOURY •	District 2	• 248-5219
RICK BAUMAN •	District 3	• 248-5217
POLLY CASTERLINE •	District 4	• 248-5213
JANE McGARVIN •	Clerk	• 248-3277

AGENDA OF
MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS
FOR THE WEEK OF
January 23-27, 1989

Tuesday, January 24, 1989 - 9:30 AM - Briefings Page 2
Tuesday, January 24, 1989 - 1:30 PM - Informal Meeting . . Page 3
Thursday, January 26, 1989 - 9:30 AM - Formal. Page 4

Tuesday, January 24, 1989 - 9:30 AM
Multnomah County Courthouse, Room 602

INFORMAL BRIEFING

1. Briefing on various programs under Community Corrections Division (i.e., Alternative Community Service Program, George Project, Drug Treatment Programs) - John Angell, Harley Leiber, Susan Kaeser, Cary Harkaway

*Public Testimony is not taken during Informal Meetings

Tuesday, January 24, 1989 - 1:30 PM
Multnomah County Courthouse, Room 602

INFORMAL

1. Informal Review of Bids and Requests for Proposals:
 - a. Bridge Shop Office
2. Briefing on findings of a space study of the Donald E. Long Juvenile Detention Home - Duane Zussy, Hal Ogburn, Wayne George
3. Informal Review of Formal Agenda of January 26

*Public Testimony is not taken during Informal Meetings

Thursday, January 26, 1989, 9:30 AM
Multnomah County Courthouse, Room 602
Formal Agenda

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-1 Orders accepting deeds for county road purposes from the following:
- a) Hayden Corporation and General Electric Credit Auto Auctions, Inc. - N. Hayden Island Drive *89-9*
 - b) A. Gurney Kimberly - S.W. Greenwood Road and S.W. Tryon Hill Road *89-10*
 - c) Oregon Department of Transportation, Highway Division - (two orders) S.E. 235th Avenue and S.E. and N.E. 257th Drive *89-11*
89-12
- R-2 Order in the Matter of the Sale of a Portion of Abandoned Right of Way which, when vacated, will accrue to Multnomah County *89-13*
- R-3 In the matter of ratification of an intergovernmental agreement with the State Highway Division for right-of-way for N.W. Cornelius Pass Rd. & Skyline Blvd.; authorize Chair to execute agreement and further recommend Department Director be authorized to execute the Limited Power of Attorney and deposit \$6,000 estimated cost in the Oregon Local Government Investment Pool
- R-4 In the matter of authorizing Facilities & Property Management to proceed with acquisition of Inverness Property; and ratification of a modification agreement for purchase of property

ORDINANCES - DEPARTMENT OF GENERAL SERVICES

- R-5 First Reading - An Ordinance establishing County Policy on purchasing environmentally sound and re-usable, recyclable, recycled, and biodegradable products, and authorizing a five percent (5%) price preference for recycled paper products

DEPARTMENT OF HUMAN SERVICES

- R-6a In the matter of ratification of Amendment #27 to the State Mental Health Division Grant to increase DD start-up revenue by \$34,000 to transition 15-16 Activity Center slots of Supported Employment slots, and makes funding adjustments within the MED Program per County's request
- R-6b Budget Modification DHS #32 reflecting additional revenues in the amount of \$14,701 from State Mental Health to Social Services, Pass Through line item, making adjustments in MED and DD Contract, to reflect Amendment #27 to State Mental Health Grant
- R-7 Notice of Intent to apply to the State Department of Human Resources for a maximum of one-half of \$30,000 - \$35,000 available from March 1, 1989 to June 30, 1989, for emergency housing and emergency food in the Albina Human Resource Center service area

Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:
Thursday, 10:00 PM, Channel 11 for East and West side subscribers
Friday, 6:00 P.M., Channel 27 for Rogers Multnomah East subscribers
Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

0498C.18-22

DEEDS & EASEMENTS (ROADS)

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 1/26/89
Agenda No. R-1c

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: DEED/ORDER for DEDICATED STREET PURPOSES

Informal Only* _____
(Date)

Formal Only X _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard

TELEPHONE 3599

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Dick Howard

BRIEF SUMMARY

N. HAYDEN ISLAND DRIVE/ITEM 88-384

Deed of Dedication from Hayden Corporation and General Electric Credit Auto Auctions, Inc. for dedicated street purposes.

Order Accepting Deed conveying property for dedicated street purposes.

ACTION REQUESTED:

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION /X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

/ PERSONNEL

/ FISCAL/BUDGETARY

/ General Fund

Other _____

89-8
To R/E/2
2/6/89

CLERK OF
COUNTY COMMISSIONERS
1989 JAN 17 PM 4:13
MULTI-STATE COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET/PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acceptance of a Deed	)	ORDER ACCEPTING DEED	#89-8
from Hayden Corporation and General	)	FOR A PUBLIC ROAD	
Electric Credit Auto Auctions, Inc.)		
for Road Purposes.	)	N. HAYDEN ISLAND	
	)	Item 88-384	

WHEREAS, Hayden Corporation and General Electric Credit Auto Auctions, Inc. have tendered to MULTNOMAH COUNTY a deed for public road purposes; and

WHEREAS, MULTNOMAH COUNTY does not desire the property for county road purposes, but the premises are suitable for public road purposes, as defined in ORS Ch. 368, based on the recommendation of the Director of the Department of Environmental Services that the property be accepted as a public road and not as a county road;

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. The deed from Hayden Corporation and General Electric Credit Auto Auctions, Inc., to MULTNOMAH COUNTY is accepted for use as a public road, but not accepted for use as a county road at this time.

2. The real property conveyed to MULTNOMAH COUNTY and accepted by this Order is described as follows:

A parcel of land in Section 33, T2N, R1E, W.M., Multnomah County, Oregon,
described as follows:

Beginning at a point on the centerline of N. Hayden Island Drive, County Road No. 4882 at Engineers Centerline Station 47+06.24, said point which bears N 55°04'30" W, 3,201.92 feet from the east one-quarter corner of

ORDER

N. Hayden Island Drive

Item 88-384

Page 2

Section 33; thence leaving said centerline N 53°15'50" W, 30.00 feet to a point on the southwesterly right-of-way line of the proposed relocation; thence along the arc of a 220.00 foot radius curve left, through a central angle of 64°56'00", a distance of 249.33 feet to a point which bears N 04°16'10" E, 236.20 feet from the last described point; thence N 28°11'50" W, 279.98 feet; thence along the arc of a 280.00 foot radius curve right, through a central angle of 39°57'02", a distance of 195.24 feet to a point which bears N 08°13'19" W, 191.30 feet from the last described point; thence along the arc of a 220.00 foot radius curve left, through a central angle of 43°31'21", a distance of 167.11 feet to a point which bears N 10°00'29" W, 163.13 feet from the last described point and being a point on the north line of said Section 33; thence S 89°10'35" E, 68.33 feet along said section line; thence leaving said section line on the arc of a 280.00 foot radius curve right, through a central angle of 35°58'07", a distance of 175.78 feet to a point which bears S 06°13'52" E, 172.90 feet from the last described point; thence along the arc of a 220.00 foot radius curve left, through a central angle of 39°57'02", a distance of 153.40 feet to a point which bears S 08°13'19" E, 150.31 feet from the last described point; thence S 28°11'50" E, 279.98 feet; thence along the arc of a 280.00 foot radius curve right, through a central angle of 64°56'00", a distance of 317.32 feet to a point which bears S 04°16'10" W, 300.61 feet from the last described point; thence leaving said right-of-way line N 53°15'50" W, 30.00 feet to the aforesaid centerline and point of beginning.

ORDER

N. Hayden Island Drive

Item 88-384

Page 3

Containing 1.252 acres, more or less.

As shown on attached map marked Exhibit "A", and hereby made a part of this document.

DATED the 26th day of January, 1989.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



By Gladys McCoy
Gladys McCoy
Multnomah County Chair

APPROVED:

LARRY F. NICHOLAS, P.E.
COUNTY ENGINEER
FOR MULTNOMAH COUNTY, OREGON

By [Signature]

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: [Signature]
John L. DuBay
Assistant County Counsel

0088W/0913W

N. HAYDEN ISLAND DRIVE
Item 88-384

DEED FOR ROAD PURPOSES

Hayden Corporation and General Electric Credit Auto Auctions, Inc.,
a Delaware corporation, conveys to Multnomah County, a political
subdivision of the State of Oregon, for road purposes, the following described
property:

A parcel of land in Section 33, T2N, R1E, W.M., Multnomah County, Oregon,
described as follows:

Beginning at a point on the centerline of N. Hayden Island Drive, County Road
No. 4882 at Engineers Centerline Station 47+06.24, said point which bears
N 55°04'30" W, 3,201.92 feet from the east one-quarter corner of Section 33;
thence leaving said centerline N 53°15'50" W, 30.00 feet to a point on the
southwesterly right-of-way line of the proposed relocation; thence along the
arc of a 220.00 foot radius curve left, through a central angle of 64°56'00", a
distance of 249.33 feet to a point which bears N 04°16'10" E, 236.20 feet from
the last described point; thence N 28°11'50" W, 279.98 feet; thence along the
arc of a 280.00 foot radius curve right, through a central angle of 39°57'02",
a distance of 195.24 feet to a point which bears N 08°13'19" W, 191.30 feet
from the last described point; thence along the arc of a 220.00 foot radius
curve left, through a central angle of 43°31'21", a distance of 167.11 feet to
a point which bears N 10°00'29" W, 163.13 feet from the last described point
and being a point on the north line of said Section 33; thence S 89°10'35" E,
68.33 feet along said section line; thence leaving said section line on the arc
of a 280.00 foot radius curve right, through a central angle of 35°58'07", a
distance of 175.78 feet to a point which bears S 06°13'52" E, 172.90 feet from
the last described point; thence along the arc of a 220.00 foot radius curve
left, through a central angle of 39°57'02", a distance of 153.40 feet to a
point which bears S 08°13'19" E, 150.31 feet from the last described point;
thence S 28°11'50" E, 279.98 feet; thence along the arc of a 280.00 foot radius
curve right, through a central angle of 64°56'00", a distance of 317.32 feet to
a point which bears S 04°16'10" W, 300.61 feet from the last described point;
thence leaving said right-of-way line N 53°15'50" W, 30.00 feet to the
aforesaid centerline and point of beginning.

Containing 1.252 acres, more or less.

As shown on attached map marked Exhibit "A", and hereby made a part of this document.

The true and actual consideration for this conveyance is \$0.00.

Dated this 28th day of December, 19 88

APPROVED:

LARRY F. NICHOLAS, P.E.
County Engineer

GENERAL ELECTRIC CREDIT
AUTO AUCTIONS, INC.

By: [Signature]

By: [Signature]
(Official Title) Gen. Mgr.
JOHN HONEGGER

HILLMAN PROPERTIES NORTHWEST

By: [Signature]
(Official Title) Vice-President

STATE OF WASHINGTON, County of CLARK

SIGNED BEFORE ME DECEMBER 28, 19 88 personally appeared
DOUGLAS A. HARDESTY, who being sworn, stated
that HE is/are the VICE PRESIDENT of HAYDEN CORPORATION corporation, and
that this instrument was voluntarily signed in behalf of said corporation by
authority of its Board of Directors. Before me:

[Signature]
Notary Public for Said State

My Commission expires JULY 15, 1990

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel

By: [Signature]
0532W/0913W

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

On this 28th day of December, 1988 before me, personally
appeared JOHN HONEGGER and _____

of the GENERAL ELECTRIC CREDIT AUTO AUCTIONS, INC.
that executed the within and foregoing instrument, and acknowledged said instrument
to be the free and voluntary act and deed of said () Company, (xx) Corporation
() _____ for the uses and purposes therein mentioned and on
oath stated that (he, they) were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year first above written.

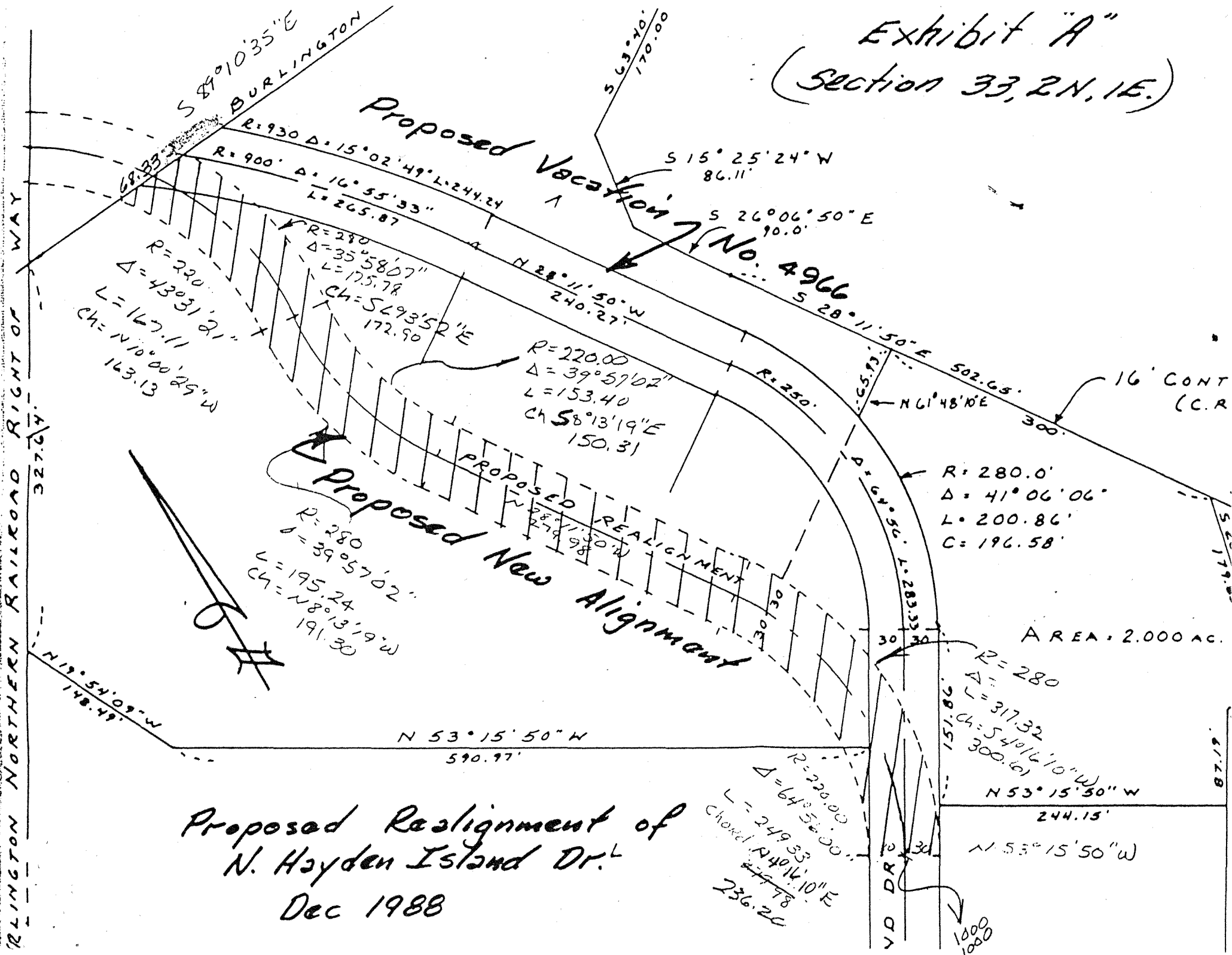
Lena C. Ramsley
NOTARY PUBLIC In and for the State of

Washington - residing at: VANCOUVER

My Commission expires: JULY 15, 1990



--- RINGTON NORTHERN RAILROAD RIGHT OF WAY ---
327.64



1/26/89

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#89-8

ORDER ACCEPT DEED FROM HAYDEN CORPORATION & GENERAL ELECTRIC CREDIT AUTO AUCTIONS
INC., FOR PUBLIC ROAD - N. HAYDEN ISLAND Item 88-384

010615

R-1a

DEED TO BE RECORDED

Gm Burns

BOARD OF
COUNTY COMMISSIONERS

1989 FEB -9 PM 2:13

MULTNOMAH COUNTY
OREGON

02-07-89

2 0001

10615

10616

★ 2

13252 A

1/26/89

RECEIVED FROM

JANE McGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#89-8

ORDER ACCEPT DEED FROM HAYDEN CORPORATION & GENERAL ELECTRIC CREDIT AUTO AUCTIONS
INC., FOR PUBLIC ROAD - N. HAYDEN ISLAND Item 88-384

R-1a

DEED TO BE RECORDED



BOARD OF
COUNTY COMMISSIONERS

1989 FEB -8 PM 12: 59

MULTNOMAH COUNTY
OREGON

1/26/89

RECEIVED FROM JANE McGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#89-8

ORDER ACCEPT DEED FROM HAYDEN CORPORATION & GENERAL ELECTRIC CREDIT AUTO AUCTIONS
INC., FOR PUBLIC ROAD - N. HAYDEN ISLAND Item 88-384

R-1a

DEED TO BE RECORDED



PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

BOARD OF
COUNTY COMMISSIONERS
1989 FEB 10 PM 2:00
MULTNOMAH COUNTY
OREGON

DEEDS & EASEMENTS (ROADS)

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 1/26/89

Agenda No. R-16

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: DEED/ORDER FOR COUNTY ROAD PURPOSES

Informal Only* _____
(Date)

Formal Only X _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard

TELEPHONE 3599

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Dick Howard

BRIEF SUMMARY

S.W. GREENWOOD ROAD & S.W. TRYON HILL ROAD/COUNTY ROAD NO. 1208

Deed for Road purposes from A. Gurney Kimberly. Order Accepting Deed conveying property for county road purposes.

Director of DES recommends said deed be accepted and recorded in Multnomah County Deed Records, together with the EXHIBIT "A", which is attached to said deed.

ACTION REQUESTED:

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION /X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

/ PERSONNEL

/ FISCAL/BUDGETARY

/ General Fund

Other DEED/ORDER/EXHIBIT TO BE RECORDED IN MULTNOMAH COUNTY DEED RECORDS.

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET/PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

3706V

95
5102

89-9

To R/E/2
2/6/89

BOARD OF
COUNTY COMMISSIONERS
1989 JAN 17 PM 4:13
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acceptance of a Deed	)	ORDER ACCEPTING DEED	
from A. Gurney Kimberly for Road Purposes.	)	FOR A COUNTY ROAD	89-9
)		
	)	S.W. GREENWOOD ROAD &	
	)	S.W. TRYON HILL ROAD	
	)	County Road No. 1208	
	)	Item 88-340	

WHEREAS, A. Gurney Kimberly has tendered to MULTNOMAH COUNTY a deed for public road purposes; and

WHEREAS, the premises are suitable for use as part of the county road system based on the recommendation of the Director of the Department of Environmental Services.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. The deed from A. Gurney Kimberly to MULTNOMAH COUNTY is accepted for use as a county road.
2. The real property conveyed to MULTNOMAH COUNTY and accepted by this Order is described as follows:

A strip of land of varying width for right-of-way purposes being situated in the southwest one-quarter of Section 35, T1S, R1E, W.M., Multnomah County, Oregon, said strip of land is further identified as being a part of that certain tract of land conveyed to A. Gurney Kimberly, et ux, as recorded in Book 1220, Page 368, Deed Records, and is a part of Blocks 112 and 113, DUNTHORPE, being more particularly described as follows, to wit:

Beginning at a 5/8" iron rod which bears N 89°37'22" E, 10.00 feet from the northwest corner of said Block 113; said 5/8" iron rod being further identified as being in the northerly line of said Block 113, DUNTHORPE. From said place of beginning; thence S 00°06'40" W along the easterly right-of-way line of S.W. Tryon Hill Road, 359.32 feet to a point of

ORDER

S.W. Greenwood Road & S.W. Tryon Hill Road

County Road No. 1208

Item No. 88-340

Page 2

curve; thence southeasterly along a curve to the left having a radius of 10.29 feet thru a central angle of $108^{\circ}59'04''$, a distance of 19.57 feet to a point of reverse curve in the northerly right-of-way line of S.W. Greenwood Road; thence on a curve to the right having a radius of 465.00 feet thru a central angle of $38^{\circ}20'21''$, a distance of 311.15 feet to a point of reverse curve; thence easterly on a curve to the left having a radius of 1,185.00 feet thru a central angle of $04^{\circ}01'06''$, a distance of 83.11 feet to a point which bears $S\ 00^{\circ}37'11''\ E$, 398.19 feet from the northeast corner of a tract of land described in Book 1220, Page 368; thence leaving said northerly right-of-way line of S.W. Greenwood Road, $N\ 00^{\circ}37'11''\ W$, 10.41 feet to a $5/8''$ iron rod; thence northwesterly along a curve to the right (long chord bears $N\ 72^{\circ}28'23''\ W$, 79.51 feet) having a radius of 1,175.00 feet thru a central angle of $03^{\circ}52'40''$ a distance of 79.52 feet to a $5/8''$ iron rod and point of reverse curve; thence westerly along a curve to the left (long chord bears $N\ 85^{\circ}02'55''\ W$, 238.09 feet) having a radius of 475.00 feet thru a central angle of $29^{\circ}01'43''$, a distance of 240.66 feet to a $5/8''$ iron rod; thence continuing along said curve to the left) chord bears $S\ 77^{\circ}40'00''\ W$, 45.92 feet) having a radius of 475.00 feet thru a central angle of $05^{\circ}32'28''$, a distance of 45.94 feet to a $5/8''$ iron rod and point of reverse curve; thence northwesterly along a curve to the right having a radius of 20.00 feet thru a central angle of $105^{\circ}12'54''$, a distance of 36.73 feet to a $5/8''$ iron rod and point of tangent; thence $N\ 00^{\circ}06'40''\ E$ parallel with said centerline of S.W. Tryon Hill Road, 331.24 feet to a $5/8''$ iron rod in the northerly line of said Block 113, DUNTHORPE; thence $S\ 89^{\circ}37'22''\ W$ (record $S\ 89^{\circ}38'27''\ W$) along said northerly line of Block 113, 15.00 feet to the place of beginning.

ORDER
S.W. Greenwood Road & S.W. Tryon Hill Road
County Road No. 1208
Item No. 88-340
Page 3

Containing 9,609 square feet, more or less.

As shown on attached map marked Exhibit "A", and hereby made a part of this document.

DATED this 26th of January, 1989.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

(SEAL)

By:

Gladys McCoy
Gladys McCoy
Multnomah County Chair

APPROVED:

LARRY F. NICHOLAS, P.E.
COUNTY ENGINEER
FOR MULTNOMAH COUNTY, OREGON

By

OT Howard

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By:

John L. DuBay
John L. DuBay
Assistant County Counsel

0014W/0910W

original
S.W. Greenwood Road & S.W. Tryon Hill Road
Item 88-340

DEED FOR ROAD PURPOSES

A. Gurney Kimberly conveys to MULTNOMAH COUNTY, a political subdivision of the State of Oregon, for road purposes, the following described property:

A strip of land of varying width for right-of-way purposes being situated in the southwest one-quarter of Section 35, T1S, R1E, W.M., Multnomah County, Oregon, said strip of land is further identified as being a part of that certain tract of land conveyed to A. Gurney Kimberly, et ux, as recorded in Book 1220, Page 368, Deed Records, and is a part of Blocks 112 and 113, DUNTHORPE, being more particularly described as follows, to wit:

Beginning at a 5/8" iron rod which bears N 89°37'22" E, 10.00 feet from the northwest corner of said Block 113; said 5/8" iron rod being further identified as being in the northerly line of said Block 113, DUNTHORPE. From said place of beginning; thence S 00°06'40" W along the easterly right-of-way line of S.W. Tryon Hill Road, 359.32 feet to a point of curve; thence southeasterly along a curve to the left having a radius of 10.29 feet thru a central angle of 108°59'04", a distance of 19.57 feet to a point of reverse curve in the northerly right-of-way line of S.W. Greenwood Road; thence on a curve to the right having a radius of 465.00 feet thru a central angle of 38°20'21", a distance of 311.15 feet to a point of reverse curve; thence easterly on a curve to the left having a radius of 1,185.00 feet thru a central angle of 04°01'06", a distance of 83.11 feet to a point which bears S 00°37'11" E, 398.19 feet from the northeast corner of a tract of land described in Book 1220, Page 368; thence leaving said northerly right-of-way line of S.W. Greenwood Road, N 00°37'11" W, 10.41 feet to a 5/8" iron rod; thence northwesterly along a curve to the right

S.W. Greenwood Road & S.W. Tryon Hill Road
Item 88-340
Page 2

(long chord bears N 72°28'23" W, 79.51 feet) having a radius of 1,175.00 feet thru a central angle of 03°52'40" a distance of 79.52 feet to a 5/8" iron rod and point of reverse curve; thence westerly along a curve to the left (long chord bears N 85°02'55" W, 238.09 feet) having a radius of 475.00 feet thru a central angle of 29°01'43", a distance of 240.66 feet to a 5/8" iron rod; thence continuing along said curve to the left) chord bears S 77°40'00" W, 45.92 feet) having a radius of 475.00 feet thru a central angle of 05°32'28", a distance of 45.94 feet to a 5/8" iron rod and point of reverse curve; thence northwesterly along a curve to the right having a radius of 20.00 feet thru a central angle of 105°12'54", a distance of 36.73 feet to a 5/8" iron rod and point of tangent; thence N 00°06'40" E parallel with said centerline of S.W. Tryon Hill Road, 331.24 feet to a 5/8" iron rod in the northerly line of said Block 113, DUNTHORPE; thence S 89°37'22" W (record S 89°38'27" W) along said northerly line of Block 113, 15.00 feet to the place of beginning.

Containing 9,609 square feet, more or less.

As shown on attached map marked Exhibit "A", and hereby made a part of this document.

The true and actual consideration for this conveyance is \$0.00.

S.W. Greenwood Road & S.W. Tryon Hill Road
Item 988-340
Page 2

Dated this 22nd day of December, 1988.

APPROVED:

LARRY F. NICHOLAS, P.E.
County Engineer

By: [Signature]

By: A. Gurney Kimberly
A. Gurney Kimberly, Grantor

STATE OF OR, County of Clackamas

SIGNED BEFORE ME Dec 22, 1988, personally appeared the
above-named A. Gurney Kimberly, who
acknowledged the foregoing instrument to be his voluntary act.

M Phyllis Bruce
Notary Public for Said State

My Commission expires Apr. 12, 1992

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel

By: [Signature]

0531W/0910W

$P = 10.29$
 $A = 108$
 $L = 19$
1095

S.W. TRYON HILL RD.

(BASIS OF BEARINGS)

114.94' 152.92' 110.40'
 5/8" I.R. 5/8" I.R. 5/8" I.R.
 30° 06' 00" W 25.00' 110.71' N 89° 37' 22" E
 5/8" I.R.
 LOT 3
 LOT 3
 BLOCK 113
 BLOCK 112
 PARCEL 2 30,881 sq. ft.
 PARCEL 1 99,373 sq. ft. 2.281 Ac.
 LOT 2
 LOT 1
 LOT 3
 EXISTING HOUSE
 No Scale
 S.W. GREENWOOD RD.
 Co. Rd 1208
 R: 475.0
 Δ: 29° 01' 43"
 CH: 238.09' N 85° 02' 55" W
 L: 240.66
 ADDNL R/W DEDICATION
 R: 175.0
 Δ: 3° 52' 40"
 CH: 79.52'
 R: 465.0
 Δ: 4° 34' 17"
 CH: 88.46'
 R: 450.00
 Δ: 42° 13' 40"
 L: 311.66
 CH: 324.20
 R: 465
 Δ: 38° 20' 21"
 L: 311.15

1/26/89

RECEIVED FROM JANE MCGARVIN
CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#89-9

ORDER ACCEPT DEED FROM A. GURNEY KIMBERLY - SW GREENWOOD RD & SW TRYON HILL RD
FOR CO RD ITEM 88-340

R-1b

010616

DEED TO BE RECORDED

Gm Burns

BOARD OF
COUNTY COMMISSIONERS

1989 FEB -9 PM 2:13

MULTNOMAH COUNTY
OREGON

1/26/89

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#89-9
ORDER ACCEPT DEED FROM A. GURNEY KIMBERLY - SW GREENWOOD RD & SW TRYON HILL RD
FOR CO RD ITEM 88-340

R-1b

DEED TO BE RECORDED



BOARD OF
COUNTY COMMISSIONERS

1989 FEB -8 PM 12:59

MULTNOMAH COUNTY
OREGON

1/26/89

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#89-9
ORDER ACCEPT DEED FROM A. GURNEY KIMBERLY - SW GREENWOOD RD & SW TRYON HILL RD
FOR CO RD ITEM 88-340

R-1b

DEED TO BE RECORDED



PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

BOARD OF
COUNTY COMMISSIONERS

1989 FEB 10 PM 2:00

MULTNOMAH COUNTY
OREGON

DEEDS & EASEMENTS (ROADS)

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 1/26/89
Agenda No. R-10

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Deed/Order for County Road Purposes

95-96
5102

Informal Only* _____
(Date)

Formal Only XX _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard

TELEPHONE Ext. 3599

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Dick Howard

BRIEF SUMMARY

SE 235TH AVENUE/COUNTY ROAD NO. 4948 and
SE & NE 257TH DRIVE/COUNTY ROAD NO. 4931

Deed and Order Accepting Deed for road purposes from state of Oregon.

Director of DES recommends said deed be accepted and recorded in Multnomah County Deed Records.

ACTION REQUESTED:

89-10 + 89-10a

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION /X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

/ PERSONNEL

/ FISCAL/BUDGETARY

/ General Fund

Other DEED/ORDER TO BE RECORDED IN MULTNOMAH COUNTY DEED RECORDS.

To R/E/2
1/30/89

1989 JAN 17 PM 4:14
MULTNOMAH COUNTY
CLERK OF COUNTY COMMISSIONERS
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET/PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

1/26/89

RECEIVED FROM JANE MCGARVIN

~~CLERK~~, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

#89-10

ENGINEERING

ZONING

ORDFP ACCEPT DEED FROM STATE OF OREGON, DOT, HIGHWAY DIV - SE & NE 257th DRIVE
FOR CO RD. Item 85-136 & 85-145

#89-10a

ORDER ACCEPT DEED FROM STATE OF OREGON, DOT, HWY DIV - SE 235th AVE FOR CO RD
Item 86-216 & 86-210

R-1c

DEEDS TO BE RECORDED



BOARD OF
COUNTY COMMISSIONERS

1989 FEB -1 AM 11: 01

MULTNOMAH COUNTY
OREGON

1/26/89

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#89-10

ORDER ACCEPT DEED FROM STATE OF OREGON, DOT, HIGHWAY DIV - SE & NE 257th DRIVE
FOR CO RD. Item 85-136 & 85-145

#89-10a

ORDER ACCEPT DEED FROM STATE OF OREGON, DOT, HWY DIV - SE 235th AVE FOR CO RD
Item 86-216 & 86-210

008866

R-1c

DEEDS TO BE RECORDED

cm Burns

BOARD OF
COUNTY COMMISSIONERS

1989 FEB -3 AM 11: 51

MULTNOMAH COUNTY
OREGON

02-01-89

2 0.001

8866

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09122

A

1/26/89

RECEIVED FROM

JANE McGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

#89-10

ENGINEERING

ZONING

ORDER ACCEPT DEED FROM STATE OF OREGON, DOT, HIGHWAY DIV - SE & NE 257th DRIVE
FOR CO RD. Item 85-136 & 85-145

#89-10a

ORDER ACCEPT DEED FROM STATE OF OREGON, DOT, HWY DIV - SE 235th AVE FOR CO RD
Item 86-216 & 86-210

R-1c

8867

DEEDS TO BE RECORDED

CM Burns

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

BOARD OF
COUNTY COMMISSIONERS

1989 FEB -3 AM 11:51

MULTNOMAH COUNTY
OREGON

02-01-89

2 0001

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88.67

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09112

A

1/26/89

RECEIVED FROM

JANE McGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#89-10

ORDER ACCEPT DEED FROM STATE OF OREGON, DOT, HIGHWAY DIV - SE & NE 257th DRIVE
FOR CO RD. Item 85-136 & 85-145

#89-10a

ORDER ACCEPT DEED FROM STATE OF OREGON, DOT, HWY DIV - SE 235th AVE FOR CO RD
Item 86-216 & 86-210

R-1c

DEEDS TO BE RECORDED



PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

BOARD OF
COUNTY COMMISSIONERS

1989 MAR -7 AM 11: 04

MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acceptance of a Deed
from the State of Oregon, by and through
its Department of Transportation, Highway
Division, for Road Purposes.

) ORDER ACCEPTING DEED
) FOR A COUNTY ROAD

#89-10

) SE 235TH AVENUE
) COUNTY ROAD NO. 4948
) SE Powell Blvd. - SE Division St.
) Item No.'s 86-201, 86-195A,
) 86-216 and 86-210

WHEREAS, the state of Oregon, by and through its Department of Transportation, Highway Division, has tendered to Multnomah County a deed conveying its interest in certain parcels of real property; and

WHEREAS, the premises are suitable for use as part of the county road system based on the recommendation of the Director of the Department of Environmental Services.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The deed of the state of Oregon, by and through its Department of Transportation, Highway Division, to Multnomah County is accepted for use as a county road.

2. The real property conveyed to Multnomah County and accepted by this Order is described on the attached EXHIBIT "A"'s, PAGES 1-4.

DATED this 26th day of January 1989.

APPROVED:

LARRY F. NICHOLAS, P.E.
COUNTY ENGINEER
FOR MULTNOMAH COUNTY, OREGON

By [Signature]

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

[Signature]
GLADYS MCCOY, Chair
(SEAL)

APPROVED AS TO FORM:

LAURENCE KRESSEL
COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By [Signature]
JOHN L. DUBAY
Assistant County Counsel

EXHIBIT "A"

PAGE 1

A parcel of land situated in the Northeast one-quarter of Section 10, T1S, R3E, W.M., Multnomah County, Oregon, being more particularly described as follows:

Beginning at the point of intersection of the West right-of-way line of SE 235th Avenue, No. 877-A (NE Cleveland Avenue), said line lying 25.00 feet West (when measured at right angles) of the centerline of NE Cleveland Avenue, and the North right-of-way line of NE 10th Street; thence South $88^{\circ}53'18''$ West along said North right-of-way line, a distance of 16.97 feet; thence Northeasterly on the arc of a 12.00 foot radius curve to the left, through a central angle of $65^{\circ}09'46''$, an arc distance of 13.65 feet (the chord bears North $32^{\circ}51'53''$ East, 12.92 feet) to a point of tangency; thence North $0^{\circ}17'00''$ East along a line parallel to and 10.00 feet West (when measured at right angles) of said West right-of-way line of NE Cleveland Avenue, a distance of 33.24 feet to a point of curvature; thence Northwesterly on the arc of a 22.00 foot radius tangent curve to the left through a central angle of $82^{\circ}03'$, an arc distance of 31.50 feet (the chord bears North $40^{\circ}44'30''$ West, 28.88 feet) to a point on the South right-of-way line of SE Division Street, No. 3320; thence South $81^{\circ}46'$ East along said South right-of-way line, a distance of 29.24 feet to a point on said West right-of-way line of NE Cleveland Avenue; thence South $0^{\circ}17'00''$ West along said West line, a distance of 61.46 feet to the true point of beginning.

The parcel of land to which this description applies contains 719 square feet, more or less.

Item No. 86-201
6/12

EXHIBIT "A"
PAGE 2

PARCEL 1

A parcel of land situated in the Northeast one-quarter of Section 10, T1S, R3E, W.M., Multnomah County, Oregon, being more particularly described as follows:

Beginning at the point of intersection of the South right-of-way line of NE 8th Street, said right-of-way line lying 25.00 feet South (when measured at right angles) of the centerline of said NE 8th Street, and of the West right-of-way line of SE 235th Avenue, No. 877-A, said right-of-way line lying 25.00 feet West (when measured at right angles) of the centerline of said SE 235th Avenue; thence South $0^{\circ}17'00''$ West along said West right-of-way line, a distance of 221.73 feet to a point on the South line of that tract of land conveyed to David Cox, by deed recorded March 26, 1985, in Book 1812, Page 1332, Deed Records of Multnomah County, Oregon; thence South $88^{\circ}47'45''$ West along said South line, a distance of 10.00 feet; thence North $0^{\circ}17'00''$ East along a line that is parallel to and 10.00 feet West (when measured at right angles) of said West right-of-way line of SE 235th Avenue, a distance of 196.15 feet to a point of curvature; thence Northwesterly on the arc of a 22.00 foot radius tangent curve to the left through a central angle of $91^{\circ}29'15''$, an arc distance of 35.13 feet (the chord bears North $45^{\circ}27'38''$ West, 31.51 feet); thence North $1^{\circ}12'15''$ West, a distance of 3.00 feet to a point on said South right-of-way line of NE 8th Street; thence North $88^{\circ}47'45''$ East along said South line, a distance of 32.67 feet to the true point of beginning.

The parcel of land to which this description applies contains 2,395 square feet, more or less.

PARCEL 2

A parcel of land situated in the Northeast one-quarter of Section 10, T1S, R3E, W.M., Multnomah County, Oregon, more particularly described as being 6.00 feet in width and lying Westerly of and adjacent to the Westerly line of the above described Parcel 1.

The parcel of land to which this description applies contains 1,357 square feet, more or less.

EXHIBIT "A"

PAGE 3

PARCEL "1"

A parcel of land situated in the situated in the Northeast one-quarter of Section 10, T1S, R3E, W.M., Multnomah County, Oregon, being more particularly described as follows:

Beginning at the point of intersection of the East right-of-way line of SE 235th Avenue, No. 877-A (NE Cleveland Avenue), said right-of-way line lying 25.00 feet East (when measured at right angles) of the centerline of said SE 235th Avenue and the South right-of-way line of NE 8th Street, said right-of-way line lying 25.00 feet South (when measured at right angles) of the centerline of said NE 8th Street; thence North $88^{\circ}47'45''$ East along said South right-of-way line of NE 8th Street, a distance of 5.68 feet; thence Southwesterly on the arc of a 12.00 foot radius curve to the left, through a central angle of $58^{\circ}11'16''$, an arc distance of 12.19 feet (the chord bears South $29^{\circ}22'38''$ West, 11.67 feet) to a point of tangency on said East right-of-way line of SE 235th Avenue; thence North $0^{\circ}17'00''$ East along said East line, a distance of 10.05 feet to the true point of beginning.

The parcel of land to which this description applies contains 17 square feet, more or less.

PARCEL "2"

A parcel of land situated in the Northeast one-quarter of Section 10, T1S, R3E, W.M., Multnomah County, Oregon, lying Easterly of and adjacent to the East right-of-way line of SE 235th Avenue, No. 877-A (NE Cleveland Avenue), said right-of-way line lying 25.00 feet Easterly (when measured at right angles) of centerline of said SE 235th Avenue, with said parcel being described as follows:

A parcel of land 3.00 feet wide, being the East 3.00 feet of the West 28.00 feet of that tract of land conveyed to Dale G. Lewis, by deed, January 18, 1977, in Book 1151, Page 2045, Deed Records of Multnomah County, which is described as follows:

A portion of that certain tract of land situated in Section 10 in Township 1 South of Range 3 East of Willamette Meridian, conveyed by J. H. Short and wife, to Mt. Hood Railway Company by deed, dated April 25, 1908, and recorded in Book 420, Page 284, Deed Records of Multnomah County, described as follows:

Beginning in the centerline of Cleveland Avenue, Gresham, South $0^{\circ}12'$ East and 20 feet distant from the stone set to mark the Southwest corner of Bristol, a recorded plat; thence North $88^{\circ}14'$ East parallel with and 20 feet Southerly of the South line of said Bristol, a distance of 433 feet; thence South 0° East parallel with the centerline of Cleveland Avenue, a distance of 144.6 feet to the Northerly side line of the right-of-way of Portland Electric Power Company's Mt. Hood Division Railway; thence Westerly along said right-of-way line on the arc of a curve of 2,922.9 feet radius to the left, parallel with and 58 feet distant from the centerline of the main line track, a distance of 437.5 feet to the centerline of said Cleveland Avenue; thence along said centerline North $0^{\circ}12'$ West, 72.8 feet to the place of beginning; in the county of Multnomah and state of Oregon.

The parcel of land to which this description applies contains 220 square feet, more or less.

EXHIBIT "A"
PAGE 4

PARCEL 1

A parcel of land situated in the Northeast one-quarter of Section 10, T1S, R3E, W.M., Multnomah County, Oregon, being more particularly described as follows:

The West 10.00 feet of that tract of land conveyed to Mack R. Williams, by deed recorded December 27, 1984, in Book 1795, Page 2492, Deed Records of Multnomah County, Oregon, which is described as follows:

Beginning at a point in the East line of NE Cleveland Avenue which bears North 0°27'30" East, along the West line of the J. H. Lambert Donation Land Claim, 952.66 feet and South 89°29'30" East, 40.00 feet from the Southwest corner of said Lambert Donation Land Claim; thence North 0°27'30" East, along the East line of said NE Cleveland Avenue, 188.58 feet to the Southwest corner of that certain tract conveyed to Anna S. Easton, by deed recorded in Book 485, Page 311, Deed Records of Multnomah County; thence South 89°29'30" East, along the South line of said Easton tract 421.75 feet (at 420.75 feet an iron pipe), to an iron rod; thence South 0°27'30" West, a distance of 188.58 feet to an iron rod; thence North 89°29'30" West, 421.81 feet to the point of beginning.

The parcel of land to which this description applies contains 1,886 square feet, more or less.

PARCEL 2

A parcel of land situated in the Northeast one-quarter of Section 10, T1S, R3E, W.M., Multnomah County, Oregon, being more particularly described as follows:

A strip of land 2.00 feet wide, lying Easterly of and adjacent to the above described parcel.

The parcel of land to which this description applies contains 377 square feet, more or less.

Highway Division
Files 54873, L-8941,
54880, L-8912, 56419,
L-9075, 56426, L-9068,
56427, L-9069, and 56432,
L-9071
IX-9883 (2)

ORIGINAL

BOOK 2157 PAGE 1301

DEED

The **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION, Highway Division**, Grantor, hereby conveys unto **MULTNOMAH COUNTY**, a political subdivision of the State of Oregon, Grantee, all of Grantor's right, title, and interest in and to the following described property, to wit:

FILE 54873

A parcel of land situated in the SE $\frac{1}{4}$ of Section 35, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, being the West 20.00 feet of the East 45.00 feet of that tract of land conveyed to Charles N. Wagoner and Janet L. Wagoner, by deed recorded February 14, 1961, in Book 2048, Page 309, Deed Records of Multnomah County, which is described as follows:

Beginning at a point in the center of the county road, known as Hensley Road, said point bearing West 1320.0 feet from a concrete monument marking the Northeast corner of the SE $\frac{1}{4}$ of Section 35, Township 1 North, Range 3 East, W.M.; thence from above described beginning point West along the North line of said SE $\frac{1}{4}$ of Section 35, a distance of 293.0 feet to a point; thence South 0° 51' East parallel with the center line of said Hensley Road, 162.5 feet to a point; thence East parallel with the North line of said SE $\frac{1}{4}$ of Section 35, a distance of 293.0 feet to a point in the center of said Hensley Road; thence North 0° 51' West 162.5 feet to the point of beginning.

The parcel of land to which this description applies contains 3,250 square feet, more or less (0.07 acre, more or less).

FILE 54880

A parcel of land situated in the SE $\frac{1}{4}$ of Section 35, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, being the East 20.00 feet of the West 45.00 feet of that tract of land conveyed to Franklin Service Corporation, an Oregon corporation, by deed, recorded December 20, 1976, in Book 1146, Page 1476, deed records of Multnomah County, which is described as follows:

Commencing at the Northeast corner of the SE $\frac{1}{4}$ of Section 35, Township 1 North, Range 3 East, W.M.; thence 80° 04' West along the North line of said SE $\frac{1}{4}$, 630.1 feet; thence South 697.8 feet; thence

North 89° 10' East 630.1 feet to the East line of said Section 35;
thence South 330 feet along the East line of said Section 35 to the
Southeast corner of premises described in deed from Milton O. Nelson and
wife, to Byron N. Hall and Hannah E. Hall, his wife, recorded November
26, 1919, in Book 797, Page 140, Deed Records, and the true point of
beginning; thence South 89° 10' West, 1314 feet, more or less, along the
South line of the Hall premises to a point in the center of the county
road; thence South along the center of said road, 330 feet, more or
less, to the Southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 35, thence
East 1309 feet along the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to the East line of
Section 35; thence North 330 feet, more or less, to the true point of
beginning.

The parcel of land to which this description applies contains 6,600
square feet, more or less (0.15 acre, more or less).

FILE 56419

A parcel of land situated in the NE $\frac{1}{4}$ of Section 10, Township 1
South, Range 3 East, W.M., Multnomah County, Oregon, being more
particularly described as follows:

Beginning at the point of intersection of the West right-of-way line
of S.E. 235th Avenue, No. 877-A (N.E. Cleveland Avenue), said line lying
25.00 feet West (when measured at right angles) of the centerline of N.E.
Cleveland Avenue, and the North right-of-way line of N.E. 10th Street;
thence South 88° 53' 18" West along said North right-of-way line, a
distance of 16.97 feet; thence Northeasterly on the arc of a 12.00 foot
radius curve to the left, through a central angle of 65° 09' 46", an arc
distance of 13.65 feet (the chord bears North 32° 51' 53" East, 12.92 feet)
to a point of tangency; thence North 0° 17' 00" East along a line parallel
to and 10.00 feet West (when measured at right angle) of said West right-
of-way line of N.E. Cleveland Avenue, a distance of 33.24 feet to a point
of curvature; thence Northwesterly on the arc of a 22.00 foot radius
tangent curve to the left through a central angle of 82° 03', an arc
distance of 31.50 feet (the chord bears North 40° 44' 30" West, 28.88
feet) to a point on the South right-of-way line of S.E. Division Street,
No. 3320; thence South 81° 46' East along said South right-of-way line,
a distance of 29.24 feet to a point on said West right-of-way line of
N.E. Cleveland Avenue; thence South 0° 17' 00" West along said West
line, a distance of 61.46 feet to the true point of beginning.

The parcel of land to which this description applies contains 719
square feet, more or less.

S.E. 235th Ave.
(Powell-Division)
Item 86-201

Highway Division
Files 54873, L-8941,
54880, L-8912, 56419,
L-9075, 56426, L-9068,
56427, L-9069, and 56432,
L-9071
IX-9883 (2)

FILE 56426

BOOK 2157 PAGE 1303

Parcel 1

A parcel of land situated in the NE $\frac{1}{4}$ of Section 10, Township 1 South, Range 3 East, W.M., Multnomah County, Oregon, being more particularly described as follows:

Beginning at the point of intersection of the South right-of-way line of N.E. 8th Street, said right-of-way line lying 25.00 feet South (when measured at right angles) of the centerline of said N.E. 8th Street, and of the West right-of-way line of S.E. 235th Avenue, No. 877-A, said right-of-way line lying 25.00 feet West (when measured at right angles) of the centerline of said S.E. 235th Avenue; thence South 0° 17' 00" West along said West right-of-way line, a distance of 221.73 feet to a point on the South line of that tract of land conveyed to David Cox, by deed recorded March 26, 1985, in Book 1812, Page 1332, Deed Records of Multnomah County, Oregon; thence South 88° 47' 45" West along said South line, a distance of 10.00 feet; thence North 0° 17' 00" East along a line that is parallel to and 10.00 feet West (when measured at right angles) of said West right-of-way line of S.E. 235th Avenue, a distance of 196.15 feet to a point of curvature; thence Northwesterly on the arc of a 22.00 foot radius tangent curve to the left through a central angle of 91° 29' 15", an arc distance of 35.13 feet (the chord bears North 45° 27' 38" West, 31.51 feet); thence North 1° 12' 15" West, a distance of 3.00 feet to a point on said South right-of-way line of N.E. 8th Street; thence North 88° 47' 45" East along said South line, a distance of 32.67 feet to the true point of beginning.

The parcel of land to which this description applies contains 2,395 square feet, more or less.

Parcel 2

A parcel of land situated in the NE $\frac{1}{4}$ of Section 10, Township 1 South, Range 3 East, W.M., Multnomah County, Oregon, more particularly described as being 6.00 feet in width and lying Westerly of and adjacent to the Westerly line of the above described Parcel 1.

The parcel of land to which this description applies contains 1,357 square feet, more or less.

10-27-88

Page 3 - Deed

S.E. 235th Ave.
(Powell-DiVito)
Item 86-195A

Highway Division
Files 54873, L-8941,
54880, L-8912, 56419,
L-9075, 56426, L-9068,
56427, L-9069, and 56432,
L-9071
IX-9883 (2)

FILE 56427

BOOK 2157 PAGE 1304

Parcel 1

A parcel of land situated in the NE $\frac{1}{4}$ of Section 10, Township 1 South, Range 3 East, W.M., Multnomah County, Oregon, being more particularly described as follows:

Beginning at the point of intersection of the East right-of-way line of S.E. 235th Avenue, No. 877-A (N.E. Cleveland Avenue), said right-of-way line lying 25.00 feet East (when measured at right angles) of the centerline of said S.E. 235th Avenue and the South right-of-way line of N.E. 8th Street, said right-of-way line lying 25.00 feet South (when measured at right angles) of the centerline of said N.E. 8th Street; thence North 88° 47' 45" East along said South right-of-way line of N.E. 8th Street, a distance of 5.68 feet; thence Southwesterly on the arc of a 12.00 foot radius curve to the left, through a central angle of 58° 11' 16", an arc distance of 12.19 feet (the chord bears South 29° 22' 38" West, 11.67 feet) to a point of tangency on said East right-of-way line of S.E. 235th Avenue; thence North 0° 17' 00" East along said East line, a distance of 10.05 feet to the true point of beginning.

The parcel of land to which this description applies contains 17 square feet, more or less.

Parcel 2

A parcel of land situated in the NE $\frac{1}{4}$ of Section 10, Township 1 South, Range 3 East, W.M., Multnomah County, Oregon, lying Easterly of and adjacent to the East right-of-way line of S.E. 235th Avenue, No. 877-A (N.E. Cleveland Avenue), said right-of-way line lying 25.00 feet Easterly (when measured at right angles) of centerline of said S.E. 235th Avenue, with said parcel being described as follows:

A parcel of land 3.00 feet wide, being the East 3.00 feet of the West 28.00 feet of that tract of land conveyed to Dale G. Lewis, by deed, January 18, 1977, in Book 1151, Page 2045, Deed Records of Multnomah County, which is described as follows:

A portion of that certain tract of land situated in Section 10 in Township 1 South, Range 3 East, W.M., conveyed by J. H. Short and wife, to Mt. Hood Railway Company by deed, dated April 25, 1908, and recorded in Book 420, Page 284, Deed Records of Multnomah County, which portion is described as follows:

10-27-88

Page 4 - Deed

S.E. 235th Ave.
(Powell Division)
Item 86-216

Beginning in the centerline of Cleveland Avenue, Gresham, South 0° 12' East and 20 feet distant from the stone set to mark the Southwest corner of Bristol, a recorded plat; thence North 88° 14' East parallel with and 20 feet Southerly of the South line of said Bristol, a distance of 433 feet; thence South 0° East parallel with the centerline of Cleveland Avenue, a distance of 144.6 feet to the Northerly side line of the right-of-way of Portland Electric Power Company's Mt. Hood Division Railway; thence Westerly along said right-of-way line on the arc of a curve of 2,922.9 feet radius to the left, parallel with and 58 feet distant from the centerline of the main line track, a distance of 437.5 feet to the centerline of said Cleveland Avenue; thence along said centerline North 0° 12' West, 72.8 feet to the place of beginning; in the County of Multnomah and State of Oregon.

The parcel of land to which this description applies contains 220 square feet, more or less.

FILE 56432

Parcel 1

A parcel of land situated in the NE $\frac{1}{4}$ of Section 10, Township 1 South, Range 3 East, W.M., Multnomah County, Oregon, being more particularly described as follows:

The West 10.00 feet of that tract of land conveyed to Mack R. Williams, by deed recorded December 27, 1984, in Book 1795, Page 2492, Deed Records of Multnomah County, Oregon, which is described as follows:

Beginning at a point in the East line of N.E. Cleveland Avenue which bears North 0° 27' 30" East, along the West line of the J. H. Lambert D.L.C., 952.66 feet and South 89° 29' 30" East, 40.00 feet from the Southwest corner of said Lambert D.L.C.; thence North 0° 27' 30" East, along the East line of said N.E. Cleveland Avenue, 188.58 feet to the Southwest corner of that certain tract conveyed to Anna S. Easton, by deed recorded in Book 485, Page 311, Deed Records of Multnomah County; thence South 89° 29' 30" East, along the South line of said Easton Tract 421.75 feet (at 420.75 feet an iron pipe), to an iron rod; thence South 0° 27' 30" West, a distance of 188.58 feet to an iron rod; thence North 89° 29' 30" West, 421.81 feet to the point of beginning.

The parcel of land to which this description applies contains 1,886 square feet, more or less.

S.E. 235th Ave.
(Powell - Division)
Item 86-210

Highway Division
Files 54873, L-8941,
54880, L-8912, 56419,
L-9075, 56426, L-9068,
56427, L-9069, and 56432,
L-9071
IX-9883 (2)

BOOK 2157 PAGE 1306

Parcel 2

A parcel of land situated in the NE $\frac{1}{4}$ of Section 10, Township 1 South, Range 3 East, W.M., Multnomah County, Oregon, being more particularly described as follows:

A strip of land 2.00 feet wide, lying Easterly of and adjacent to the above described Parcel 1.

The parcel of land to which this description applies contains 377 square feet, more or less.

No monetary consideration is being received by Grantor for this deed. Grantor by this deed is conveying the right, title and interest to the above described property acquired by Final Judgments entered in Condemnation Cases No. A8609-05298, A8607-04206, A8706-03943, A8706-03732, A8706-03731, and A8706-04009 filed in the Circuit Court of the State of Oregon for Multnomah County.

Dated this 4th day of November, 1988.

APPROVED AS TO LEGAL SUFFICIENCY

Cynthia A. Carter
Assistant Attorney General

Date 11-2-88

STATE OF OREGON, by and through
its DEPARTMENT OF TRANSPORTATION,
Highway Division

By Steven Green
Steven Green, Right of Way Manager

STATE OF OREGON, County of Marion

November 4, 1988. Personally appeared Steven Green, who being sworn, stated that he is the Right of Way Manager for the State of Oregon, Department of Transportation, Highway Division, and that this instrument was voluntarily signed on behalf of the State of Oregon by authority delegated to him. Before me:

Violetta S. [Signature]
Notary Public for Oregon

My Commission expires 11-30-89

SE

DIVISION

ST

ITEM
86-201

ITEM
86-216

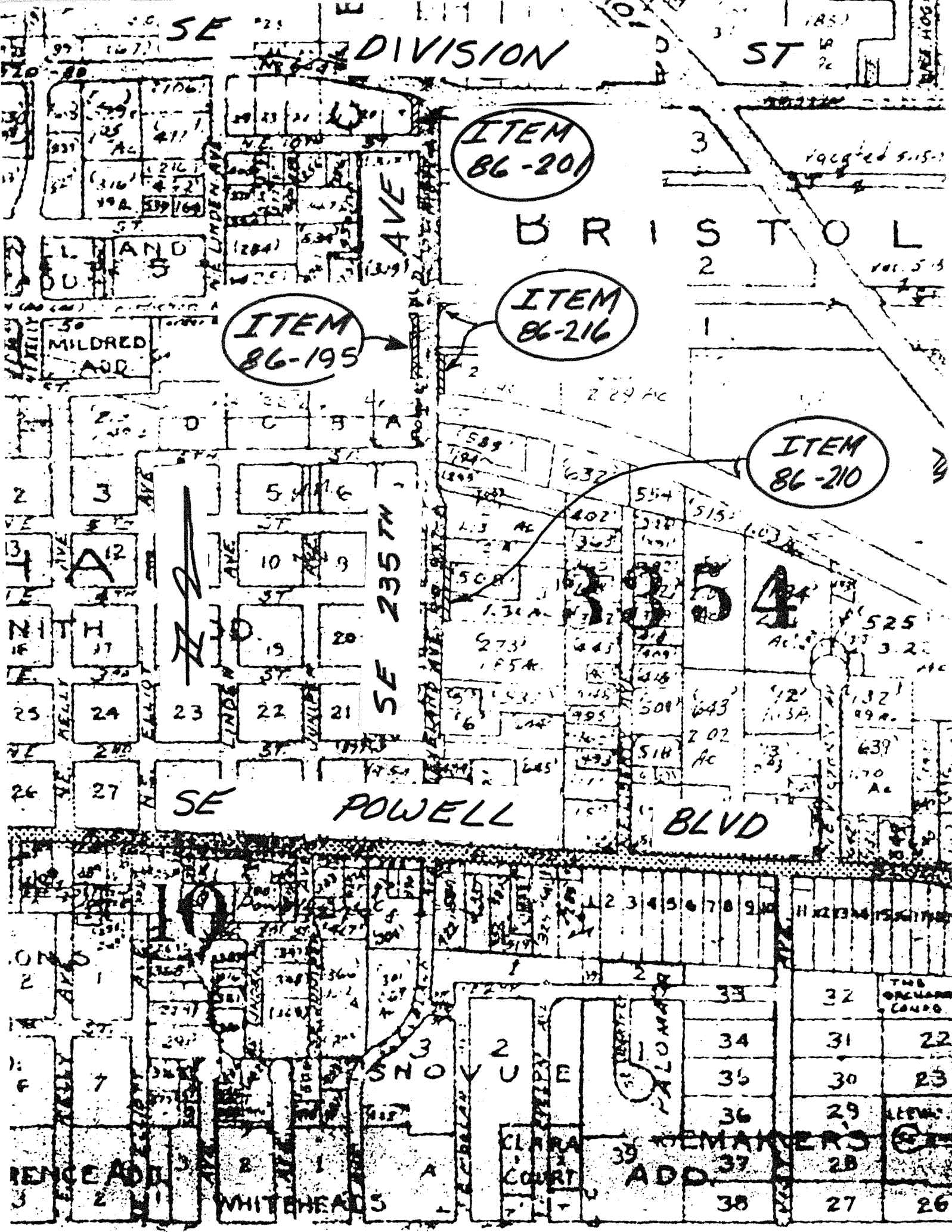
ITEM
86-195

ITEM
86-210

BRISTOL

SE POWELL

BLVD



BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acceptance of a Deed)
from State of Oregon, by and through its)
Department of Transportation, Highway)
Division)
ORDER ACCEPTING DEED #89-10A
FOR A COUNTY ROAD
S.E. & N.E. 257th Drive
County Road No. 4931
(S.E. Stark Street -
N.E. Sandy Boulevard)
Items No. 85-136 & 85-145

WHEREAS, State of Oregon, by and through its Department of Transportation, Highway Division has tendered to MULTNOMAH COUNTY a deed for conveying its interest in certain parcels of real property; and

WHEREAS, the premises are suitable for use as part of the county road system based on the recommendation of the Director of the Department of Environmental Services.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. The deed of State of Oregon, by and through its Department of Transportation, Highway Division to MULTNOMAH COUNTY is accepted for use as a county road.

2. The real property conveyed to MULTNOMAH COUNTY and accepted by this Order is described as follows:

Parcel 1

A parcel of land situated in the southeast one-quarter of Section 35, T1N, R3E, W.M., Multnomah County, Oregon, being the west 20.00 feet of the east 45.00 feet of that tract of land conveyed to Charles N. Wagoner and Janet L. Wagoner, by deed, recorded Feb. 14, 1961, in Book 2048, Page 309, Deed Records of Multnomah County, which is described as follows:

Beginning at a point in the center of the county road, known as Hensley Road, said point bearing west 1320.00 feet from a concrete monument marking the northeast corner of the southeast one-quarter of Section 35, T1N, R3E, W.M.; thence from above described beginning point west along the north line of said southeast one-quarter of Section 35, a distance of 293.00 feet to a point; thence S 0°51' E parallel with the centerline of said Hensley Road, 162.50 feet to a point; thence East parallel with the north line of said southeast one-quarter of Section 35, a distance of 293.00 feet to a point in the center of said Hensley Road; thence N 0°51' W, 162.50 feet to the point of beginning.

The parcel of land to which this description applies contains 3,250 square feet, more or less (0.07 acre, more or less).

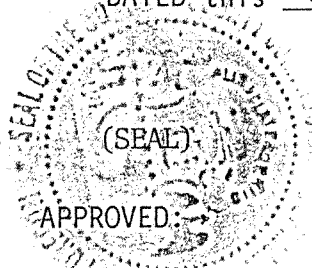
Parcel 2

A parcel of land situated in the southeast one-quarter of Section 35, T1N, R3E, W.M., Multnomah County, Oregon, being the East 20.00 feet of the West 45.00 feet of that tract of land conveyed to Franklin Service Corporation, an Oregon Corporation, by deed, recorded December 20, 1976, in Book 1146, Page 1476, deed records of Multnomah County, which is described as follows:

Commencing at the northeast corner of the southeast one-quarter of Section 35, T1N, R3E, W.M.; thence N 80° 04' W along the north line of said southeast one-quarter, 630.10 feet; thence South 697.80 feet; thence N 89° 10' E, 630.10 feet to the east line of said Section 35; thence South 330.00 feet along the east line of said Section 35 to the southeast corner of premises described in deed from Milton O. Nelson and wife, to Byron N. Hall and Hannah E. Hall, his wife, recorded November 26, 1919, in Book 797, Page 140, Deed Records, and the true point of beginning; thence S 89° 10' W, 1314.00 feet, more or less, along the south line of the Hall premises to a point in the center of the county road; thence South along the center of said road, 330.00 feet, more or less, to the southwest corner of the northeast one-quarter of the southeast one-quarter of said Section 35, thence East 1309.00 feet along the south line of said northeast one-quarter of the southeast one-quarter to the east line of Section 35; thence North 330.00 feet, more or less, to the true point of beginning.

The parcel of land to which this description applies containing 6,600 square feet, more or less (0.15 acre, more or less).

DATED this 26th of January, 1989.



LARRY F. NICHOLAS, P.E.
COUNTY ENGINEER
FOR MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By:

Gladys McCoy
Gladys McCoy
Multnomah County Chair

By

Laurence Kressel

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By:

John L. DuBay
John L. DuBay
Assistant County Counsel

0014W/943W

Highway Division
Files 54873, L-8941,
54880, L-8912, 56419,
L-9075, 56426, L-9068,
56427, L-9069, and 56432,
L-9071
IX-9883 (2)

ORIGINAL

BOOK 2157 PAGE 1301

DEED

The **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION, Highway Division**, Grantor, hereby conveys unto **MULTNOMAH COUNTY**, a political subdivision of the State of Oregon, Grantee, all of Grantor's right, title, and interest in and to the following described property, to wit:

FILE 54873

A parcel of land situated in the SE $\frac{1}{4}$ of Section 35, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, being the West 20.00 feet of the East 45.00 feet of that tract of land conveyed to Charles N. Wagoner and Janet L. Wagoner, by deed recorded February 14, 1961, in Book 2048, Page 309, Deed Records of Multnomah County, which is described as follows:

Beginning at a point in the center of the county road, known as Hensley Road, said point bearing West 1320.0 feet from a concrete monument marking the Northeast corner of the SE $\frac{1}{4}$ of Section 35, Township 1 North, Range 3 East, W.M.; thence from above described beginning point West along the North line of said SE $\frac{1}{4}$ of Section 35, a distance of 293.0 feet to a point; thence South 0° 51' East parallel with the center line of said Hensley Road, 162.5 feet to a point; thence East parallel with the North line of said SE $\frac{1}{4}$ of Section 35, a distance of 293.0 feet to a point in the center of said Hensley Road; thence North 0° 51' West 162.5 feet to the point of beginning.

The parcel of land to which this description applies contains 3,250 square feet, more or less (0.07 acre, more or less).

FILE 54880

A parcel of land situated in the SE $\frac{1}{4}$ of Section 35, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, being the East 20.00 feet of the West 45.00 feet of that tract of land conveyed to Franklin Service Corporation, an Oregon corporation, by deed, recorded December 20, 1976, in Book 1146, Page 1476, deed records of Multnomah County, which is described as follows:

Commencing at the Northeast corner of the SE $\frac{1}{4}$ of Section 35, Township 1 North, Range 3 East, W.M.; thence 80° 04' West along the North line of said SE $\frac{1}{4}$, 630.1 feet; thence South 697.8 feet; thence

North 89° 10' East 630.1 feet to the East line of said Section 35;
thence South 330 feet along the East line of said Section 35 to the
Southeast corner of premises described in deed from Milton O. Nelson and
wife, to Byron N. Hall and Hannah E. Hall, his wife, recorded November
26, 1919, in Book 797, Page 140, Deed Records, and the true point of
beginning; thence South 89° 10' West, 1314 feet, more or less, along the
South line of the Hall premises to a point in the center of the county
road; thence South along the center of said road, 330 feet, more or
less, to the Southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 35, thence
East 1309 feet along the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to the East line of
Section 35; thence North 330 feet, more or less, to the true point of
beginning.

The parcel of land to which this description applies contains 6,600
square feet, more or less (0.15 acre, more or less).

FILE 56419

A parcel of land situated in the NE $\frac{1}{4}$ of Section 10, Township 1
South, Range 3 East, W.M., Multnomah County, Oregon, being more
particularly described as follows:

Beginning at the point of intersection of the West right-of-way line
of S.E. 235th Avenue, No. 877-A (N.E. Cleveland Avenue), said line lying
25.00 feet West (when measured at right angles) of the centerline of N.E.
Cleveland Avenue, and the North right-of-way line of N.E. 10th Street;
thence South 88° 53' 18" West along said North right-of-way line, a
distance of 16.97 feet; thence Northeasterly on the arc of a 12.00 foot
radius curve to the left, through a central angle of 65° 09' 46", an arc
distance of 13.65 feet (the chord bears North 32° 51' 53" East, 12.92 feet)
to a point of tangency; thence North 0° 17' 00" East along a line parallel
to and 10.00 feet West (when measured at right angle) of said West right-
of-way line of N.E. Cleveland Avenue, a distance of 33.24 feet to a point
of curvature; thence Northwesterly on the arc of a 22.00 foot radius
tangent curve to the left through a central angle of 82° 03', an arc
distance of 31.50 feet (the chord bears North 40° 44' 30" West, 28.88
feet) to a point on the South right-of-way line of S.E. Division Street,
No. 3320; thence South 81° 46' East along said South right-of-way line,
a distance of 29.24 feet to a point on said West right-of-way line of
N.E. Cleveland Avenue; thence South 0° 17' 00" West along said West
line, a distance of 61.46 feet to the true point of beginning.

The parcel of land to which this description applies contains 719
square feet, more or less.

S.E. 235th Ave.
(Powell - Division)
Item 86-201

Highway Division
Files 54873, L-8941,
54880, L-8912, 56419,
L-9075, 56426, L-9068,
56427, L-9069, and 56432,
L-9071
IX-9883 (2)

FILE 56426

BOOK 2157 PAGE 1303

Parcel 1

A parcel of land situated in the NE $\frac{1}{4}$ of Section 10, Township 1 South, Range 3 East, W.M., Multnomah County, Oregon, being more particularly described as follows:

Beginning at the point of intersection of the South right-of-way line of N.E. 8th Street, said right-of-way line lying 25.00 feet South (when measured at right angles) of the centerline of said N.E. 8th Street, and of the West right-of-way line of S.E. 235th Avenue, No. 877-A, said right-of-way line lying 25.00 feet West (when measured at right angles) of the centerline of said S.E. 235th Avenue; thence South 0° 17' 00" West along said West right-of-way line, a distance of 221.73 feet to a point on the South line of that tract of land conveyed to David Cox, by deed recorded March 26, 1985, in Book 1812, Page 1332, Deed Records of Multnomah County, Oregon; thence South 88° 47' 45" West along said South line, a distance of 10.00 feet; thence North 0° 17' 00" East along a line that is parallel to and 10.00 feet West (when measured at right angles) of said West right-of-way line of S.E. 235th Avenue, a distance of 196.15 feet to a point of curvature; thence Northwesterly on the arc of a 22.00 foot radius tangent curve to the left through a central angle of 91° 29' 15", an arc distance of 35.13 feet (the chord bears North 45° 27' 38" West, 31.51 feet); thence North 1° 12' 15" West, a distance of 3.00 feet to a point on said South right-of-way line of N.E. 8th Street; thence North 88° 47' 45" East along said South line, a distance of 32.67 feet to the true point of beginning.

The parcel of land to which this description applies contains 2,395 square feet, more or less.

Parcel 2

A parcel of land situated in the NE $\frac{1}{4}$ of Section 10, Township 1 South, Range 3 East, W.M., Multnomah County, Oregon, more particularly described as being 6.00 feet in width and lying Westerly of and adjacent to the Westerly line of the above described Parcel 1.

The parcel of land to which this description applies contains 1,357 square feet, more or less.

10-27-88

Page 3 - Deed

S.E. 235th Ave.
(Powell-Division)
Item 86-195A

Highway Division
Files 54873, L-8941,
54880, L-8912, 56419,
L-9075, 56426, L-9068,
56427, L-9069, and 56432,
L-9071
IX-9883 (2)

FILE 56427

BOOK 2157 PAGE 1304

Parcel 1

A parcel of land situated in the NE $\frac{1}{4}$ of Section 10, Township 1 South, Range 3 East, W.M., Multnomah County, Oregon, being more particularly described as follows:

Beginning at the point of intersection of the East right-of-way line of S.E. 235th Avenue, No. 877-A (N.E. Cleveland Avenue), said right-of-way line lying 25.00 feet East (when measured at right angles) of the centerline of said S.E. 235th Avenue and the South right-of-way line of N.E. 8th Street, said right-of-way line lying 25.00 feet South (when measured at right angles) of the centerline of said N.E. 8th Street; thence North 88° 47' 45" East along said South right-of-way line of N.E. 8th Street, a distance of 5.68 feet; thence Southwesterly on the arc of a 12.00 foot radius curve to the left, through a central angle of 58° 11' 16", an arc distance of 12.19 feet (the chord bears South 29° 22' 38" West, 11.67 feet) to a point of tangency on said East right-of-way line of S.E. 235th Avenue; thence North 0° 17' 00" East along said East line, a distance of 10.05 feet to the true point of beginning.

The parcel of land to which this description applies contains 17 square feet, more or less.

Parcel 2

A parcel of land situated in the NE $\frac{1}{4}$ of Section 10, Township 1 South, Range 3 East, W.M., Multnomah County, Oregon, lying Easterly of and adjacent to the East right-of-way line of S.E. 235th Avenue, No. 877-A (N.E. Cleveland Avenue), said right-of-way line lying 25.00 feet Easterly (when measured at right angles) of centerline of said S.E. 235th Avenue, with said parcel being described as follows:

A parcel of land 3.00 feet wide, being the East 3.00 feet of the West 28.00 feet of that tract of land conveyed to Dale G. Lewis, by deed, January 18, 1977, in Book 1151, Page 2045, Deed Records of Multnomah County, which is described as follows:

A portion of that certain tract of land situated in Section 10 in Township 1 South, Range 3 East, W.M., conveyed by J. H. Short and wife, to Mt. Hood Railway Company by deed, dated April 25, 1908, and recorded in Book 420, Page 284, Deed Records of Multnomah County, which portion is described as follows:

S.E. 235th Ave.
(Powell Division)
Item 86-216

Beginning in the centerline of Cleveland Avenue, Gresham, South 0° 12' East and 20 feet distant from the stone set to mark the Southwest corner of Bristol, a recorded plat; thence North 88° 14' East parallel with and 20 feet Southerly of the South line of said Bristol, a distance of 433 feet; thence South 0° East parallel with the centerline of Cleveland Avenue, a distance of 144.6 feet to the Northerly side line of the right-of-way of Portland Electric Power Company's Mt. Hood Division Railway; thence Westerly along said right-of-way line on the arc of a curve of 2,922.9 feet radius to the left, parallel with and 58 feet distant from the centerline of the main line track, a distance of 437.5 feet to the centerline of said Cleveland Avenue; thence along said centerline North 0° 12' West, 72.8 feet to the place of beginning; in the County of Multnomah and State of Oregon.

The parcel of land to which this description applies contains 220 square feet, more or less.

FILE 56432

Parcel 1

A parcel of land situated in the NE $\frac{1}{4}$ of Section 10, Township 1 South, Range 3 East, W.M., Multnomah County, Oregon, being more particularly described as follows:

The West 10.00 feet of that tract of land conveyed to Mack R. Williams, by deed recorded December 27, 1984, in Book 1795, Page 2492, Deed Records of Multnomah County, Oregon, which is described as follows:

Beginning at a point in the East line of N.E. Cleveland Avenue which bears North 0° 27' 30" Est, along the West line of the J. H. Lambert D.L.C., 952.66 feet and South 89° 29' 30" East, 40.00 feet from the Southwest corner of said Lambert D.L.C.; thence North 0° 27' 30" East, along the East line of said N.E. Cleveland Avenue, 188.58 feet to the Southwest corner of that certain tract conveyed to Anna S. Easton, by deed recorded in Book 485, Page 311, Deed Records of Multnomah County; thence South 89° 29' 30" East, along the South line of said Easton Tract 421.75 feet (at 420.75 feet an iron pipe), to an iron rod; thence South 0° 27' 30" West, a distance of 188.58 feet to an iron rod; thence North 89° 29' 30" West, 421.81 feet to the point of beginning.

The parcel of land to which this description applies contains 1,886 square feet, more or less.

S.E. 235th Ave.
(Powell - Division)
Item 86-210

Highway Division
Files 54873, L-8941,
54880, L-8912, 56419,
L-9075, 56426, L-9068,
56427, L-9069, and 56432,
L-9071
IX-9883 (2)

BOOK 2157 PAGE 1306

Parcel 2

A parcel of land situated in the NE $\frac{1}{4}$ of Section 10, Township 1 South, Range 3 East, W.M., Multnomah County, Oregon, being more particularly described as follows:

A strip of land 2.00 feet wide, lying Easterly of and adjacent to the above described Parcel 1.

The parcel of land to which this description applies contains 377 square feet, more or less.

No monetary consideration is being received by Grantor for this deed. Grantor by this deed is conveying the right, title and interest to the above described property acquired by Final Judgments entered in Condemnation Cases No. A8609-05298, A8607-04206, A8706-03943, A8706-03732, A8706-03731, and A8706-04009 filed in the Circuit Court of the State of Oregon for Multnomah County.

Dated this 4th day of November, 1988.

APPROVED AS TO LEGAL SUFFICIENCY

Cynthia A. Carter
Assistant Attorney General

Date 11-2-88

STATE OF OREGON, by and through
its DEPARTMENT OF TRANSPORTATION,
Highway Division

By Steven Green
Steven Green, Right of Way Manager

STATE OF OREGON, County of Marion

November 4, 1988. Personally appeared Steven Green, who being sworn, stated that he is the Right of Way Manager for the State of Oregon, Department of Transportation, Highway Division, and that this instrument was voluntarily signed on behalf of the State of Oregon by authority delegated to him. Before me:

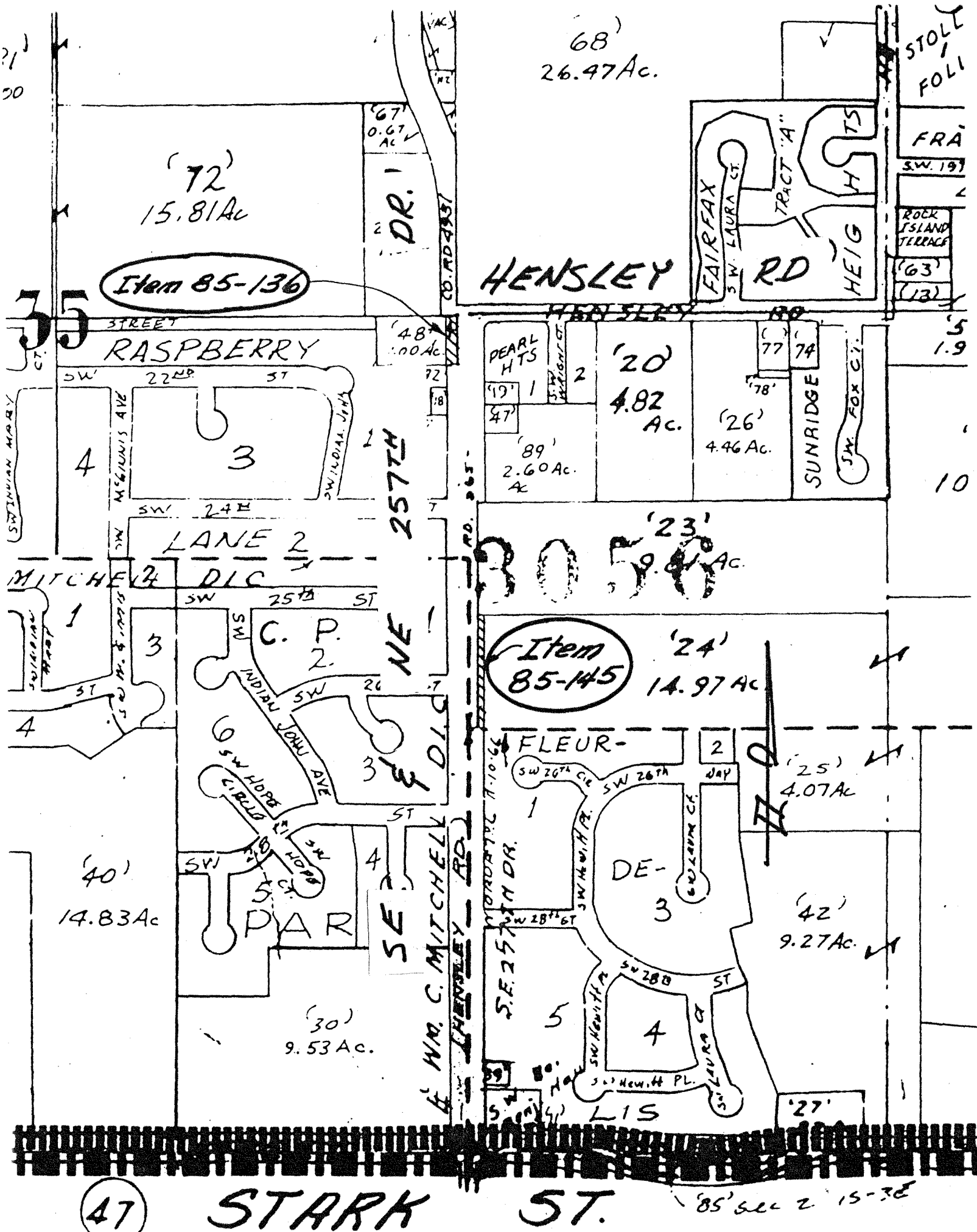
Violetta R. Ashbaugh
Notary Public for Oregon

My Commission expires 11-30-89

10-28-88

Page 6 - Deed

ael/ mlp





MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
RICK BAUMAN • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

January 26, 1989

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held January 26, 1989, the following action was taken:

In the Matter of the Sale of a Portion of Aban-	)	O R D E R
doned Right of Way which, when vacated, will	)	#89-11
accrue to Multnomah County	R-2)	

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, unanimously passed per recommended Order.
(CHAIR)

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Facilities & Property Management
Transportation

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 1/26/89
Agenda No. A-2

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: SALE OF SURPLUS PROPERTY

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Environmental Services

DIVISION Facilities & Property Management

CONTACT Harold Holub

TELEPHONE 248-3851

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Harold Holub & Bob Pearson

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request approval of the sale of a parcel of surplus land to adjacent owner. Parcel contains 31,665 sq. ft., more or less and is that portion (60' x 905') from S.E. Main Street to S.E. Washington Street, which when vacated will accrue to Multnomah County.

Negotiated purchase price is \$114,945.77 to be paid in full at closing.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 Minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☐ - General Fund

Other ROAD FUND

*originals to
Herald Holub
1/26/89
agreements & deeds
copy of Board
to Holub 1/27/89*

*rec 1/17/89
4:14 PM*

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL [Signature]

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER H. L. Holub
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

OFFER TO PURCHASE

THIS OFFER TO PURCHASE, dated this 11 day of January, 1989, is made by RICHARD M. COHEN ("Cohen") to MULTNOMAH COUNTY, OREGON, a political subdivision of the State of Oregon (the "County").

Cohen hereby offers to purchase from the County that certain real property suitable for commercial development located in Portland, Multnomah County, Oregon and more particularly described in Exhibit A, (the "ten-foot strip"), and Exhibit B, together with all rights, privileges and easements appurtenant thereto.

This offer, which is made on the following terms and conditions, shall, upon the County's acceptance as provided herein, constitute a binding agreement for the purchase and sale of said property:

Section 1 Purchase Price.

1.1 Purchase Price and Payment. The purchase price shall be ONE HUNDRED FOURTEEN THOUSAND NINE HUNDRED FORTY-FIVE AND 77/100 DOLLARS (\$114,945.77) ("purchase price"), as such amount may be reduced pursuant to the provisions of Section 1.3. The purchase price is composed of the following:

(a) The sum of \$52,041.00, representing \$6.00/sq. foot for the ten-foot strip which contains 8,673.5 square feet, more or less; and

(b) the sum of \$62,904.77, representing a payment of \$2.74/sq. foot for the twenty-five foot strip of property described in Exhibit B containing 22,992 square feet, more or

less.

However, the purchase price shall not be reduced or adjusted in the event that a survey of the property described in Exhibit A or Exhibit B discloses any discrepancy from the square footages identified in this Section.

(c) Deposit to Escrow. The purchase price shall be deposited with the Escrow Agent at the Closing in immediately available funds. The Escrow Agent shall be instructed to deposit said amount in an interest-bearing account, to be held and disbursed, together with the interest thereon, as provided in Section 1.4.

1.2 Vacation Contingency. Cohen's obligation hereunder to purchase the property described in Exhibit A and Exhibit B and the County's obligation to sell said property are contingent upon the timely occurrence of each of the following events:

(a) Cohen shall petition the City of Portland to vacate the ten-foot strip, as well as that portion of S.E. 96th Avenue (the "roadway") from the south line of S.E. Washington Street to the intersection with the relocated portion of S.E. 96th Avenue, lying immediately west of the ten-foot strip which roadway includes the parcel described in Exhibit B hereto,

(b) The City of Portland shall approve Cohen's petition for said vacation on or before September 30, 1989, and

(c) The vacation shall result in fee title to a portion of the roadway which is not less than 20 feet in width vesting in Cohen on or before September 30, 1989.

1.3 Reduction in Purchase Price. That portion of the

purchase price set forth in Section 1.1 which relates to the parcel described in Exhibit B shall be reduced at the rate of \$2.74/sq.ft in the event that the City of Portland approves Cohen's vacation petition but fewer than the 22,992 square feet described in Exhibit B vest in Cohen in fee title as a result thereof.

1.4 Disbursement From Escrow. The \$114,945.77 or such lesser amount as may be payable pursuant to Section 1.3 shall, together with the interest thereon, be disbursed from Escrow:

(a) to Cohen upon Cohen's submission to the Escrow Agent of a certified copy of an order by the City of Portland denying Cohen's vacation petition.

(b) to the County, less the amount necessary to pay the premium for the title insurance policy described at Section 5.2, upon (i) the County's submission to the Escrow Agent of a certified copy of an ordinance by the City of Portland on or before September 30, 1989, granting Cohen's vacation petition, and (ii) the subsequent issuance of the title policy referred to at Section 5.2.

(c) to Cohen if the County fails to submit to the Escrow Agent a certified copy of an ordinance by the City of Portland granting Cohen's vacation petition on or before September 30, 1989.

Section 2 Acceptance.

This Offer shall expire at 5:00 p.m. on January 27, 1989 (the "Expiration Date"). This Offer may be accepted by the County by delivering to Cohen a duplicate of this Offer provided for that purpose, signed on behalf of the County by a duly authorized representative. If an accepted copy of this Offer is not delivered

to Cohen by the Expiration Date, it shall be deemed revoked. Upon acceptance by the County, this Offer shall become an agreement binding upon and accruing to the benefit of Cohen and the County (this "Agreement"). Cohen may revoke this Offer at any time before its acceptance.

Section 3 Closing.

3.1 Time, Place and Date of Closing. The purchase and sale hereunder shall be closed in Escrow (the "Close" or "Closing") at the offices of Oregon Title, the Escrow Agent (sometimes referred to in this Offer, in its capacity as the insurer of Cohen's title, as the "Title Company"), at 1515 S.W. Fifth Avenue, Portland, Oregon 97201. The Closing shall take place as soon as practicable following the County's acceptance of this Offer, but unless the parties otherwise agree in writing, in no event later than 5:00 p.m. on January 31, 1989. Upon Closing Cohen shall immediately be entitled to possession.

3.2 Escrow Instructions and Expenses. Before the Closing, the parties shall deliver joint escrow instructions pertaining to the deposit referred to at Section 1.1, and each party shall deliver such other escrow instructions as the Escrow Agent shall reasonably require. The fee of the Escrow Agent will be shared equally by Cohen and the County. Cohen shall pay (a) the cost of recording the Bargain and Sale Deed and Quitclaim Deed to the property, (b) all fees and costs of Cohen's counsel in connection with this transaction, and (c) all the costs associated with the vacation petition. The County shall pay (a) the premiums for the policies of title insurance described in Section 5.1(b) and (c), and Section

5.2, and (b) all fees and costs of the County's counsel in connection with this transaction.

Section 4 Prorations.

Property taxes, if any, on the property described in Exhibit A and Exhibit B for the 1988/89 real property tax year shall be prorated between Cohen and the County as of the date of Closing. In the event Cohen reconveys the property described in Exhibit A and Exhibit B to the County pursuant to Section 5.3(b), Cohen shall pay the property taxes on the property described in Exhibit A, and Exhibit B, if any, for the 1989/90 real property tax year.

Section 5 Obligations of the Parties at Closing.

5.1 The County's Obligations at Closing. At the Closing, the County will:

(a) Deliver to the Escrow Agent for recording a Bargain and Sale Deed, conveying to Cohen title to the property described in Exhibit A, and a Quitclaim Deed conveying to Cohen title to the Property described in Exhibit B.

(b) Cause the Title Company to deliver to Cohen a standard owner's policy of title insurance for the property described in Exhibit A and Exhibit B in the principal amount of \$114,945.77, that marketable fee simple title to said property is vested in Cohen, subject to the exceptions set forth in Exhibit C.

(c) Cause the Title Company to issue a letter which shall provide that upon successful vacation of S.E. 96th Avenue, marketable fee simple title to the property described in Exhibit A and Exhibit B shall be vested in Cohen (or such lesser area of the property described in Exhibit B if, upon vacation, less than all the

described property vests in Cohen), insuring Cohen in the principal amount of \$114,945.77, or such lesser amount as provided for in Section 1.3, subject only to those encumbrances set forth in Exhibit D and such other encumbrances as Cohen may have suffered to be placed upon the property from the date of Closing until the City's approval of Cohen's vacation petition.

(d) Deposit with the Escrow Agent a waiver executed by a duly authorized representative of the County in the form attached hereto as Exhibit E.

(e) Pay to the Escrow Agent such sums as are required to discharge the County's obligations for closing costs and prorations under Sections 3.2 and 4; and the title policy required under subsection (b) of this Section.

5.2 The County's Obligation After Vacation. Within 30 days of the recording of the ordinance by the City approving Cohen's vacation petition and vacating S.E. 96th Avenue, the County shall cause the Title Company to deliver to Cohen a standard owner's policy of title insurance for the property described in Exhibit A and Exhibit B in the principal amount of \$114,945.77, that marketable fee simple title to said property is vested in Cohen, subject only to the exceptions set forth in Exhibit D.

5.3 Cohen's Obligations. Cohen shall file the vacation petition with the City and use reasonable efforts to obtain City approval. Cohen shall refrain from encumbering the property described in Exhibit A and Exhibit B prior to September 30, 1989, or the date of the City's approval of Cohen's vacation petition, whichever is earlier, without the written consent of the County.

The County agrees that it shall not unreasonably withhold its consent thereto. At the Closing, Cohen will:

(a) Deposit into Escrow the sum of \$114,945.77, as provided for in Section 1.1.

(b) Deposit with the Escrow Agent a Bargain and Sale Deed conveying to the County the real property described in Exhibit A (the ten-foot strip), and a Quitclaim Deed conveying to the County the real property described in Exhibit B, with instructions to deliver said Deeds to the County in the event of the failure of any of the contingencies identified in Section 1.2.

(c) Pay to the Escrow Agent such additional sums as may be required to discharge Cohen's obligations for closing costs and prorations under Sections 3.2 and 4.

Section 6 Assignment.

Subject to the foregoing, this Offer and Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

Section 7 Integration.

This Agreement constitutes the full agreement of the parties with respect to the Property and supercedes all prior written or oral negotiations, letters of intent or agreements with respect thereto. Any modifications, changes, additions or deletions to this Agreement or any of its exhibits shall be effective only if in writing and signed by the parties.

Section 8 Severability.

If any provision contained herein is declared by a court of competent jurisdiction to be void or unenforceable as written, then

the parties intend and desire that (a) such provision be enforced and enforceable to the fullest extent permitted by law, and (b) the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the balance of this Agreement.

Section 9 Attorneys' Fees.

Should any litigation be commenced between the parties concerning the real property, this Agreement, the Offer herein made or the transaction contemplated hereby, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to receive from the losing party a reasonable sum as and for his or its attorneys' fees at trial and on appeal, said amount to be set by the court before which the matter is heard.

Section 10 Further Assurances.

From time to time at Cohen's request and without further consideration, the County will execute and deliver to Cohen such documents and instruments and take such other action as Cohen may reasonably request in order to consummate more effectively the transactions contemplated by this Agreement and to vest in Cohen good, valid and marketable title to the ten-foot strip and resulting vacation, free and clear of all liens, encumbrances, claims and other interests except the encumbrances set forth in Exhibits C and D.

Section 11 Governing Law.

This Offer shall be construed and enforced in accordance with the laws of the State of Oregon.

Section 12 Exhibits.

The exhibits referred to in this Agreement are incorporated herein by the respective references to them as if set forth in full at such points.

Section 13 Notices.

Any notice, request, demand or other communication given by either party shall be in writing and shall be deemed to have been duly given when delivered personally or two days following deposit with the United States Postal Service (certified mail, postage prepaid, return receipt requested) and addressed as follows:

If to Cohen, then to: Richard M. Cohen
601 N. Faring Road
Los Angeles, CA 90077

If to the County,
then to: Multnomah County, Oregon
Attn: Gladys McCoy,
County Chair
1021 S.W. Fourth Avenue
Portland, Oregon 97204

IN WITNESS WHEREOF, Cohen has made this Offer on and as of the date first above written.

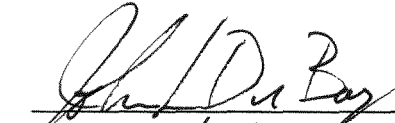
Richard M. Cohen
Richard M. Cohen

Acceptance.

The County accepts the foregoing offer to purchase for the price and on the terms and conditions contained therein.

APPROVED AS TO FORM:

Lawrence Kressel, County
Counsel for Multnomah
County, Oregon


Date: 1/12/89

MULTNOMAH COUNTY, OREGON

By Gladys McCoy, County Chair

Date: _____

EXHIBIT A

October 31, 1988

LEGAL DESCRIPTION--10' STRIP

A strip of land 10.00 feet in width being situated in the Northeast 1/4 of Section 4, T.1 S., R.2 E. of the Willamette Meridian, Multnomah County, Oregon, being a part of that certain tract of land conveyed to Multnomah County (A political subdivision of the State of Oregon) as recorded in Book 2208, Page 374 Deed Records, Multnomah County, Oregon, being more particularly described as follows, to-wit:

Beginning at a 5/8" iron rod at the point of intersection of the easterly line of said tract of land recorded in Book 2208, Page 374 Deed Records, with the southerly right-of-way line of S.E. Washington Street, which point is further identified as being 262.00 feet South and 1443.57 feet West of the northeast corner of said Section 4, T.1 S., R.2 E. of the Willamette Meridian. From said place of beginning; thence South 1° 59' 06" West (Deed South 2° 00' 00" West) along the easterly line of said tract of land conveyed to Multnomah County, 854.47 feet to a 5/8" iron rod at the point of intersection with the northwesterly right-of-way line of S.E. 96th Ave.-Relocation (SHWY); thence southwesterly along a curve to the left having a radius of 860.00 feet thru a central angle of 1° 53' 38" a distance of 28.43 feet (long chord bears South 22° 34' 44" West 28.43 feet) to a point; thence leaving said northwesterly right-of-way line of S.E. 96th Avenue-Relocation (SHWY), North 1° 59' 06" East along the easterly right-of-way line of S.E. 96th Avenue (original) 880.95 feet to the intersection of said southerly right-of-way line of S.E. Washington Street; thence South 88° 49" East along said southerly right-of-way line, 10.00 feet to the place of beginning.

Containing 8,673.5 Square Feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Handwritten signature

HAROLD L. TALO

ANDY PARIS AND ASSOC.
REG. PROF. LAND SURVEYORS
1001 SW 10TH AVE.
LAKE OSWEGO, ORE. 97034
PHONE - 833-8341

EXHIBIT B

October 31, 1988

LEGAL DESCRIPTION--25' STRIP

A strip of land 25.00 feet in width being situated in the Northeast 1/4 of Section 4, T.1 S., R.2 E. of the Willamette Meridian, Multnomah County, Oregon, being a part of S.E. 96th Avenue as originally located, being more particularly described as follows, to-wit:

Beginning at a 5/8" iron rod in the southerly right of way line of S.E. Washington Street, which iron rod is at a point of intersection of the easterly line of a tract of land conveyed to Multnomah County (A political subdivision of the State of Oregon) as recorded in Book 2208, Page 374, Deed Records, Multnomah County, Oregon, which iron rod is further identified as being 262.00 feet South and 1443.57 feet West of the northeast corner of said Section 4, T.1 S., R.2 E. of the Willamette Meridian. From said place of beginning; thence North 88°48'00" West along said southerly right-of-way line of S.E. Washington Street, 10.00 feet to the true place of beginning of the 25.00 foot strip of land to be described; thence leaving said southerly right-of-way line of S.E. Washington Street, South 1°59'06" West (Deed South 2°00'00" West) along the original easterly right-of-way line of S.E. 96th Avenue, 880.95 feet to a point of intersection with the northwesterly right-of-way line of S.E. 96th Ave.-Relocation(SHWY); thence southwesterly along a curve to the left having a radius of 860.00 feet thru a central angle of 5°46'44" a distance of 86.74 feet (long chord bears South 18°44'33" West 86.70 feet) to a point of intersection with the centerline of S.E. 96th Avenue (original alignment); thence North 1°59'06" East (record North 2°00'00" East) along said centerline, 963.62 feet to the intersection of the westerly extension of said southerly right-of-way line of S.E. Washington Street; thence South 88°48'00" East along said westerly extension, 25.00 feet to the true place of beginning.

Containing 22,992 Square Feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Andy Paris

HAROLD J. PARIS

ANDY PARIS AND ASSOC.
REG. PROF. LAND SURVEYORS
10877 S.W. HASTON DR
LAKE OSWEGO, ORE. 97034
PHONE 325-0341

EXHIBIT "C"

Exception Numbers 1 through 6, 8, 9, 10, 11 and 12 on that
certain preliminary title report issued by Oregon Title
Insurance Company as order number 106144M and dated December 7,
1988.

nary
er

EXHIBIT "D"

Exception Numbers 1 through 6 and 12 on that certain preliminary title report issued by Oregon Title Insurance Company as order number 106144M and dated December 7, 1988.

EXHIBIT E

WAIVER

Multnomah County, a political subdivision of the State of Oregon, hereby waives all objections to the vacation by the City of Portland, Oregon, of that real property located in Portland, Multnomah County, Oregon, which is known as:

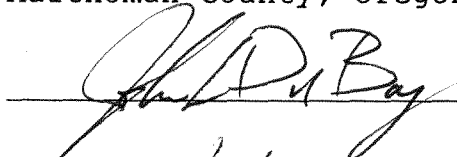
a) the real property described in Exhibit A hereto.

b) that portion of S.E. 96th Avenue, from the south line of S.E. Washington Street to the intersection with the relocated portion of S.E. 96th Avenue.

APPROVED AS TO FORM

MULTNOMAH COUNTY, OREGON

Lawrence Kressel,
County Counsel for
Multnomah County, Oregon



Date: 1/12/89

By: _____
Gladys McCoy, County Chair

Date: _____

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

In the Matter of the Sale of a)
Portion of Abandoned Right of Way)
which, when vacated, will accrue)
to Multnomah County)

O R D E R

It appearing that when approximately 905 lineal feet of abandoned S.E. 96th Avenue right of way (60' x 905') located between S.E. Main Street and S.E. Washington Street is vacated, approximately 31,665 sq. ft. (35' x 905') of the right of way will accrue to Multnomah County; and

It appearing that Mr. Richard M. Cohen, owner of the property abutting that which will accrue to Multnomah county desires to purchase the County portion; and

It appearing that Mr. Cohen will institute and pay for vacation proceedings through the City of Portland; and

It appearing that when the vacation of the Right of Way is approved, Mr. Cohen will pay Multnomah County a negotiated price of \$114,945.77 for its portion of the vacated right of way; and

It appearing that the Director of the County Transportation Division has approved this transaction subject to Board approval; and

It appearing that the sale as proposed is in the best interest of Multnomah County, and the Board being at this time fully advised in the matter, it is therefore

ORDERED that Multnomah County execute all documents necessary to convey the subject property to Richard M. Cohen upon payment of \$114,945.77; and that the County Chair be and she is hereby authorized and directed to execute the same on behalf of Multnomah County.

Dated this day of January, 1989.

APPROVED AS TO FORM:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By _____

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

By _____
Gladys McCoy, County Chair

(SEAL)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Sale of a)
Portion of Abandoned Right of Way)
which, when vacated, will accrue)
to Multnomah County)

O R D E R

#89-11

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It appearing that the sale as proposed is in the best interest of Multnomah County, and the Board being at this time fully advised in the matter, it is therefore

ORDERED that Multnomah County execute all documents necessary to convey the subject property to Richard M. Cohen upon payment of \$114,945.77; and that the County Chair be and she is hereby authorized and directed to execute the same on behalf of Multnomah County.

Dated this 26th day of January, 1989.

APPROVED AS TO FORM:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By 

Gladys McCoy, County Chair

(SEAL)

ESCROW INSTRUCTIONS AND AGREEMENT

TO: OREGON TITLE INSURANCE COMPANY
1515 S. W. Fifth
Portland, Oregon 97205

Ladies and Gentlemen:

Re: Escrow No. _____

THIS AGREEMENT is entered into between Oregon Title Insurance Company, herein "Escrow Agent"; Richard M. Cohen, an individual, herein "Cohen"; and Multnomah County, Oregon, a political subdivision of the State of Oregon, herein "the County".

1. This escrow is for the purchase and sale of certain real property located in Multnomah County, Oregon. The purchase and sale are to be made pursuant to the Offer To Purchase accepted by and executed by the County on _____, a copy of which is attached hereto, herein the "Agreement." Said Agreement covers two parcels of real property which are more particularly described in Exhibit A and Exhibit B to the Agreement. Both parcels are also described in the Escrow Agent's Preliminary Title Report No. 106144M, dated December 7, 1988. The price for these parcels is \$114,945.77, as such price may be reduced pursuant to Section 1.3 of the Agreement.

NOW, THEREFORE, in consideration of the terms and provisions contained in these escrow instructions, and the Agreement of the parties attached hereto and made a part

hereof, Cohen and the County agree to and instruct the Escrow Agent as follows:

A. The County shall deliver to Escrow:

1. A Bargain and Sale Deed conveying to Cohen title to the property described in Exhibit A;

2. A Quitclaim Deed conveying to Cohen title to the property described in Exhibit B.

3. A waiver executed by a duly authorized representative of the County in the form attached to the Agreement as Exhibit E.

4. Such sums as are required to discharge the County's obligation under Sections 3.2 and 4 of the Agreement to pay one-half of the Escrow Agent's fees; as well as the premium for the policy of title insurance described in Section 5.1(b) and (c); and the County's prorated share of property taxes, if any, on the property described in Exhibit A and Exhibit B for the 1988/89 real property tax year, as set forth in Section 4 of the Agreement.

B. Cohen shall deliver to Escrow:

1. The sum of \$114,945.77, composed of \$52,041.00 for the real property described in Exhibit A; and \$62,904.77 for the real property described in Exhibit B.

2. A Bargain and Sale Deed conveying to the County title to the real property described in Exhibit A.

3. A Quitclaim Deed conveying to the County title to the real property described in Exhibit B.

4. Such sums as are required to discharge Cohen's obligation under Sections 3.2 and 4 of the Agreement to pay one-half of the Escrow Agent's fees; as well as Cohen's prorated share of property taxes, if any, on the property described in Exhibit A and Exhibit B for the 1988/89 real property tax year as set forth Section 4 of the Agreement; and the cost of recording the Bargain and Sale Deed and the Quitclaim Deed to be received from the County.

5. Cohen's tax ID number.

C. Upon receipt of the deeds, waiver, and funds as set forth above in paragraphs A and B, the Escrow Agent shall:

1. Record the Deed set forth above in paragraph A.1. in Multnomah County, Oregon;

2. Record the Deed set forth above in paragraph A.2. in Multnomah County, Oregon;

3. Deliver to Cohen a standard owner's policy of title insurance for the property described in Exhibit A and Exhibit B in the principal amount of \$114,945.77, insuring marketable fee simple title to

said property subject only to the exceptions set forth in Exhibit C to the Agreement.

4. Deliver to Cohen a letter containing the Escrow Agent's commitment to issue to Cohen, upon the successful vacation of S. E. 96th Avenue, a standard owner's policy of title insurance, insuring the marketable fee simple title to the property described in Exhibit A and Exhibit B (or such lesser area of the property described in Exhibit B if, upon vacation, less than all of the described property vests in Cohen), in the principal amount of \$114,945.77, or such lesser amount as is provided for in Section 1.3 of the Agreement, subject only to those encumbrances set forth in Exhibit D to the parties' Agreement, and such other encumbrances as Cohen may have suffered to be placed upon the property from the date of closing until the City's approval of Cohen's vacation petition. The Escrow Agent shall deliver said title insurance policy to Cohen upon receipt of a certified copy of an ordinance by the City of Portland granting Cohen's vacation petition.

5. Deposit the sum of \$114,945.77 delivered by Cohen to escrow into a federally-insured interest bearing account (herein "Account") at The First Interstate Bank, N.A., 400 S. W. Sixth Avenue,

Portland, Oregon, (herein "Depository Bank"). The Escrow Agent shall deposit said funds in the highest yield federally-insured account available with no penalty for withdrawal at any time.

(a) The Account is to be opened in the name of Oregon Title Insurance Company, as Trustee for Richard M. Cohen and Multnomah County, Oregon. The Escrow Agent is to provide the depository bank with the tax ID number of Richard M. Cohen for the purposes of reporting interest accrual. However, in the event of a disbursement to the County pursuant to paragraph C.6.(b) herein, the Escrow Agent shall instruct the depository bank to amend the tax ID number filing to show that the interest accrued in the account was paid to the County, rather than to Cohen.

(b) Funds deposited to the Account are to be kept in the Account and released only in accordance with the instructions herein.

(c) The Escrow Agent shall have the sole custody of the Account passbook or certificate of deposit, until such Account is terminated. It is understood and agreed that upon the deposit of funds into the Account with the depository bank, as provided above, the Escrow Agent will have no

responsibility or liability with respect to the safekeeping of the funds, and while the funds are on deposit they will only have the protection of insurance coverage usual to the depository bank.

6. Disburse the \$114,945.77, or such lesser amount as may be payable pursuant to Section 1.3 of the Agreement, together with the interest thereon, from the Account as follows:

(a) to Cohen upon Cohen's submission to the Escrow Agent of a certified copy of an order by the City of Portland denying Cohen's vacation petition.

(b) to the County, less the amount necessary to pay the premium for the title insurance policy described at Section 5.2 of the parties' Agreement, upon the County's submission to the Escrow Agent of a certified copy of an ordinance by the City of Portland on or before September 30, 1989, granting Cohen's vacation petition, and the subsequent issuance by the Escrow Agent of the title policy referred to at Section 5.2 of the parties' Agreement.

(c) to Cohen if the County fails to submit to the Escrow Agent a certified copy of an ordinance by the City of Portland granting

Cohen's vacation petition on or before
September 30, 1989.

7. In the event that a disbursement is made to Cohen under the provisions of paragraph C.6.(a) or (c), or paragraph E, herein, the Escrow Agent shall record the Deeds set forth in paragraphs B.2. and B.3 in Multnomah County, Oregon.

8. In the event of a disbursement to the County pursuant to paragraph C.6.(b) herein, the Escrow Agent shall return the Deeds set forth above in paragraphs B.2. and B.3. to Cohen unrecorded.

D. Upon termination of the Account at the depository bank, deposit of funds and accrued interest into this escrow, and disbursement of the funds and accrued interest thereon from escrow in accordance with these instructions, this escrow shall be closed with no further liability or responsibility to the Escrow Agent.

E. If, for any reason, this escrow is not closed on or before October 1, 1989, then on October 2, 1989, the Escrow Agent shall terminate the Account at the depository bank, deposit the funds therein into this escrow, and disburse the full amount to Cohen.

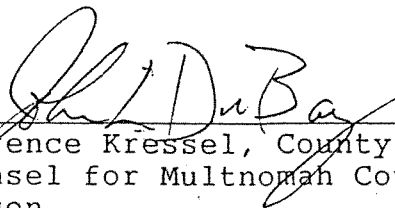
F. This Agreement is binding upon the heirs, personal representatives, successors and assigns of the principals to this escrow.

G. Should the Escrow Agent before or after the close of this escrow become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties thereto, or any money or property deposited herein or affected hereby, the Escrow Agent shall have the right to discontinue any or all further acts on Escrow Agent's part, until such conflict is resolved to the Escrow Agent's satisfaction, and the Escrow Agent shall have the further right to commence or defend any action or proceedings for the determination of such conflict. The principals, Cohen and the County, agree to pay in equal shares all of the costs, damages, judgments and expenses, including reasonable attorney fees, suffered or incurred by the Escrow Agent in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, a suit in interpleader brought by the Escrow Agent.

H. These instructions constitute the whole Agreement between Oregon Title Insurance Company, and Cohen and the County, as principals to this escrow transaction.

APPROVED AS TO FORM:

BY:


Lawrence Kressel, County
Counsel for Multnomah County,
Oregon

DATED: _____

MULTNOMAH COUNTY, OREGON,

BY:

Gladys McCoy
Gladys McCoy, County Chair

DATED:

1/26/89

Richard Cohen

DATED: _____

RECEIVED this _____ day of _____, 1989,
by Oregon Title Company.

By: _____

EXHIBIT E

WAIVER

Multnomah County, a political subdivision of the State of Oregon, hereby waives all objections to the vacation by the City of Portland, Oregon, of that real property located in Portland, Multnomah County, Oregon, which is known as:

- a) the real property described in Exhibit A hereto.
- b) that portion of S.E. 96th Avenue, from the south line of S.E. Washington Street to the intersection with the relocated portion of S.E. 96th Avenue.

APPROVED AS TO FORM

MULTNOMAH COUNTY, OREGON

Lawrence Kressel,
County Counsel for
Multnomah County, Oregon

John D. Bay

Date: 1/24/89

By:

Gladys McCoy
Gladys McCoy, County Chair

Date:

1/26/89

OK

QUITCLAIM DEED—STATUTORY FORM
INDIVIDUAL GRANTOR

.....Multnomah County, a political subdivision of.....
the State of Oregon.....Grantor,
 releases and quitclaims toRichard M. Cohen.....
Grantee, all right, title and interest in and to the following described
 real property situated in.....Multnomah.....County, Oregon, to-wit:

(See Exhibit "A" on reverse side)

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The true consideration for this conveyance is \$ 62,904.77 (Here comply with the requirements of ORS 93.030)

Dated this 26th day of January, 1989.

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

Gladys McCoy
 Gladys McCoy, County Chair

STATE OF OREGON, County of Multnomah) ss. January 26, 1989.
 Personally appeared the above named Gladys McCoy, County Chair, Multnomah
 County, Oregon

.....and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

Barbara E. Jones
 Notary Public for Oregon—My commission expires: 1/06/90

(OFFICIAL SEAL)

QUITCLAIM DEED

Multnomah County
 Richard M. Cohen GRANTOR
 601 N. Faring Road GRANTEE
 Los Angeles, CA 90077

GRANTEE'S ADDRESS, ZIP

After recording return to:

Richard M. Cohen
 601 N. Faring Road
 Los Angeles, CA 90077

NAME, ADDRESS, ZIP

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

Richard M. Cohen
 601 N. Faring Road
 Los Angeles, CA 90077

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of } ss.

I certify that the within instrument was received for record on the day of, 19....., at o'clockM., and recorded in book/reel/volume No..... on page or as fee/file/instrument/microfilm/reception No....., Record of Deeds of said county.

Witness my hand and seal of
 County affixed.

NAME

TITLE

By..... Deputy

SPACE RESERVED
 FOR
 RECORDER'S USE

OK

BARGAIN AND SALE DEED—STATUTORY FORM
INDIVIDUAL GRANTOR

Multnomah County, a political subdivision of the State of Oregon

conveys to Richard M. Cohen

Grantor,

Grantee, the following real property situated in
County, Oregon, to-wit:

(See Exhibit "A" on reverse side)

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The true consideration for this conveyance is \$ 52,041.00 (Here comply with the requirements of ORS 93.030)

Dated this 26th day of January, 1989.

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

Gladys McCoy, County Chair

STATE OF OREGON, County of Multnomah) ss. January 26, 1989.
Personally appeared the above named Gladys McCoy, County Chair, Multnomah County

and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

Notary Public for Oregon—My commission expires: 1/06/90

(OFFICIAL SEAL)

BARGAIN AND SALE DEED

Multnomah County, Oregon

Richard M. Cohen

GRANTOR

601 N. Faring Road

GRANTEE

Los Angeles, CA 90077

GRANTEE'S ADDRESS, ZIP

After recording return to:

Richard M. Cohen

601 N. Faring Road

Los Angeles, CA 90077

NAME, ADDRESS, ZIP

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

Richard M. Cohen

601 N. Faring Road

Los Angeles, CA 90077

NAME, ADDRESS, ZIP

STATE OF OREGON, -

County of

} ss.

I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No., Record of Deeds of said county.

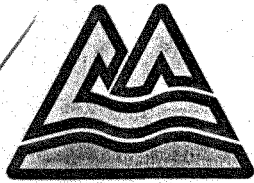
Witness my hand and seal of County affixed.

NAME

TITLE

By Deputy

SPACE RESERVED
FOR
RECORDER'S USE



MULTNOMAH COUNTY OREGON

96
JLBZ

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY •	Chair	• 248-3308
PAULINE ANDERSON •	District 1	• 248-5220
GRETCHEN KAFOURY •	District 2	• 248-5219
RICK BAUMAN •	District 3	• 248-5217
POLLY CASTERLINE •	District 4	• 248-5213
JANE MCGARVIN •	Clerk	• 248-3277

January 26, 1989

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held January 26, 1989, the following action was taken:

In the matter of ratification of an intergovern-)
mental agreement with the State Highway Division)
for right-of-way for N.W. Cornelius Pass Rd. and)
Skyline Blvd.; authorize Chair to execute agree-)
ment and further recommend Department Director be)
authorized to execute the Limited Power of)
Attorney and deposit \$6,000 estimated cost in the)
Oregon Local Government Investment Pool R-3)

Upon motion of Commissioner Anderson, duly seconded by
Commissioner Kafoury, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Transportation
Budget
Finance
Purchasing

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 1/26/89
Agenda No. R-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Intergovernmental Agreement

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Bob Pearson

TELEPHONE 248-3838

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Bob Pearson

BRIEF SUMMARY

Agreement for right-of-way services with the Oregon Highway Division for the acquisition of the required right-of-way for the improvement of the intersection of N.W. Cornelius Pass Rd. and Skyline Blvd.

Recommend Board authorize Chair to execute agreement and further recommend Department Director be authorized to execute the Limited Power of Attorney and deposit \$6,000 estimated cost in the Oregon Local Government Investment Pool.

ACTION REQUESTED:

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION /X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

/ PERSONNEL

/X FISCAL/BUDGETARY Estimated Cost \$6,000

/ General Fund

Other Road

BOARD OF
COUNTY COMMISSIONERS
1989 JAN 17 PM 4:13
MULTI-COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET/PERSONNEL [Signature]

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

TYPE I

- ☐ Professional Services under \$10,000
- ☐ Revenue
- ☐ Grant Funding
- ☒ Intergovernmental Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
- ☐ PCRB Contract
- ☐ Maintenance Agreement
- ☐ Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bob Pearson Phone 248-3838 Date 1-9-89

Department Environmental Services Division Transportation Bldg/Room 425

Description of Contract Agreement with the State Highway Division for acquisition of required right-of-way for the improvement of the intersection of N.W. Cornelius Pass Rd. and Skyline Blvd. (Federal Aid Secondary Program). Authorize Department Director to deposit \$6,000 estimated cost in Oregon Local Government Pool

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

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name State Highway Division
Mailing Address Transportation Building
Salem, OR 97310
Phone 378-6299
Employer ID# or SS# _____

Effective Date When signed

Termination Date Project completed

Total Amount of Agreement \$ _____

Payment Terms

- ☐ Lump Sum \$ _____
- ☐ Monthly \$ _____
- ☒ Other \$ Deposit of local match upon demand by State.
- ☐ Requirements contract-requisition required
- Purchase Order No. _____

Federal \$88,000 (88%)
State 6,000 (6%)
County 6,000 (6%)

Required Signatures:

Department Head [Signature]

Date 1-13-89

Purchasing Director _____
(Type II Contracts Only)

Date _____

County Counsel _____

Date _____

Budget Office _____

Date _____

County Executive/Sheriff _____

Date _____

TRANSACTION CODE		P O		AGENCY		PO DATE		m m d d y y		ACCOUNTING PERIOD		m m y y		BUDGET FY		y y		ACTION <input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)	
VENDOR CODE				VENDOR NAME										TOTAL AMOUNT		\$			
LINE NO.	CONTRACT NUMBER			FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION				AMOUNT		INC/ DEC IND		
				150	030	6122		8300	01						\$				
															\$				
															\$				
															\$				

AGREEMENT

THIS AGREEMENT, made and entered into by and between Multnomah County, hereinafter called "Agency", and the State of Oregon, by and through its Department of Transportation, Highway Division, hereinafter called "State";

W I T N E S S E T H:

RECITALS:

1. That certain public road known as Cornelius Pass Road/Skyline Boulevard is a County Road under the jurisdiction and control of Agency.
2. By the authority granted in ORS 366.775, State and Agency may enter into any Agreement for the acquisition of real property by State for Cornelius Pass Road/Skyline Boulevard Intersection Realignment. Hereinafter, all acts necessary to accomplish services in this Agreement shall be referred to as "project."
3. Agency is willing and able to finance its pro rata share of the right-of-way and relocation costs and expenses incurred by the acquisition program.

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

Agency agrees to and hereby does employ State and State agrees to act for Agency in performing those services related to the acquisition of right-of-way Agency.

It is further agreed both parties will strictly follow the rules, policies and procedures of the "Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970", ORS 281.060 and State of Oregon Right-of-Way Manual.

GENERAL PROVISIONS

Agency agrees to pay its pro rata share of salaries and payroll reserves of State employees working on this project, costs of rental equipment used and per-diem expenditures plus a 10% surcharge to cover administrative costs by the Right-of-Way Section.

Agency shall make an advanced deposit to the Local Government Investment Pool (Account No. 4640) in an amount equal to the pro rata share of estimated costs to be incurred by State for the project. The preliminary estimate of costs is \$100,000.00, the County's pro rata share being \$6,000.00. Additional deposits, if any, shall be made as needed upon request from State and acceptance by Agency. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete project.

Upon complete of right-of-way acquisition and receipt from State of a final itemized statement, Agency shall pay their pro rata share an amount which, when added to said advance deposit, will equal their pro rata share of 100% of the final total actual cost. Any portion of deposits made in excess of the final total costs of project shall be refunded to Agency.

The process to be followed by the parties, in carrying out this Agreement is set out in the Special Provisions consisting of 3 pages. Said Special Provisions are attached hereto and by this reference made a part hereof.

All except SPECIAL PROVISIONS, approved as to legal sufficiency on June 28, 1988, by Cynthia A. Carter, Assistant Attorney General:

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year hereafter written.

The State Highway Engineer, acting under delegated authority of the Oregon Transportation Commission, authorized the Right-of-Way Manager to approve and execute this Agreement on behalf of the Commission.

Dated this _____ day of _____, 198 .

APPROVED AS TO LEGAL SUFFICIENCY

STATE OF OREGON, by and through
its DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

Assistant Attorney General

Steven Green, Right-of-Way
Manager

Date _____

AS TO FORM

MULTNOMAH COUNTY, by and through
its elected officials

Deputy County Counsel

By: County Executive

SPECIAL PROVISIONS

THINGS TO BE DONE

A. Preliminary Phase

1. State will (make preliminary property owner contacts, right-of-way cost estimates, provide R/W related information for Environmental Assessment Documents, locate accesses and/or road approaches, and) provide right-of-way related information to assist with the location selection.

B. Acquisition phase

1. General

a. State will provide Agency with a status report of the project (every 90 days, upon request from Agency).

c. Title to properties acquired shall be in the name of Agency

2. Legal Descriptions

a. Agency will provide sufficient surveys, vesting deeds, maps and other data, so that legal descriptions of the property can be written.

b. Agency will write legal descriptions, prepare property map, provide construction plans and cross-section information for project.

c. State will prepare deeds, options and other conveying documents for the project.

d. Agency to specify use to be made of property (nature of interest to be acquired) (duration of interest if temporary).

3. Real Property and Title Insurance

a. State will provide preliminary title reports before negotiations for acquisition commence.

b. State will provide encumbrance report.

c. Agency will check encumbrances and notify State which are objectionable.

4. Appraisal process

- a. State will secure appraisals of properties to be acquired.
- b. State will make review appraisals by qualified senior appraiser.

5. Negotiations

- a. State will tender all monetary offers to landowners in writing at the compensation shown in the appraisal review. Options taken for more than the approved figure will be documented by an Administrative Justification for the increase in compensation shown on the option.
- b. Acceptance of conveying documents prior to recording shall be by Agency.
- c. State will provide Agency with all pertinent letters, negotiation records and obligations incurred during real property acquisition.

6. Relocation

- a. State will perform any and all relocation assistance, make replacement housing computations and do all things necessary to relocate any displaced individuals on the project.
- b. State will make all relocation and moving payments for the project.
- c. State will promptly establish an appeal procedure so that displaces can be informed of the procedure at the outset of negotiations.

C. Closing Plans

- 1. State will draw deeds, releases and satisfactions necessary to clear title.
- 2. State will seek signatures on release documents.
- 3. State will make payments for all property, incidental expenses and relocation claims.
- 4. State will close all transactions.

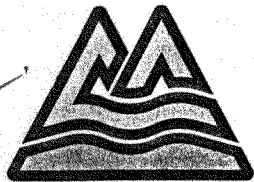
D. Property Management

1. State will take possession of properties.
2. Agency will disposal of all improvements and excess land.
3. Agency will carry insurance on all acquired improvements during interim period between possession and disposal.

E. Condemnation

1. State will handle entire condemnation process.

5418V



MULTNOMAH COUNTY OREGON

96
J162

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY •	Chair	• 248-3308
PAULINE ANDERSON •	District 1	• 248-5220
GRETCHEN KAFOURY •	District 2	• 248-5219
RICK BAUMAN •	District 3	• 248-5217
POLLY CASTERLINE •	District 4	• 248-5213
JANE McGARVIN •	Clerk	• 248-3277

January 26, 1989

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held January 26, 1989, the following action was taken:

In the matter of authorizing Facilities & Property Management to proceed with acquisition of Inverness Property; and ratification of a modification agreement for purchase of property R-4)

In the Matter of the authorization to purchase Property at the Inverness Jail Location with funds advanced by the County. The Advanced Funds are to be reimbursed to the County through the sale of tax exempt instruments to be negotiated at a later date)

RESOLUTION
#89-12

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said authorization be approved, agreement modification be ratified, and said Resolution be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By

Jane McGarvin
Jane McGarvin
Clerk of the Board

jm

cc: Facilities & Property Management
Sheriff Pearce
Budget
Finance
Purchasing

DATE SUBMITTED 1-18-88

(For Clerk's Use)
Meeting Date 1/26/89
Agenda No. R-4

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: INVERNESS PROPERTY ACQUISITION

Informal Only* 1/24/89
(Date)

Formal Only 1/26/89
(Date)

DEPARTMENT Environmental Services DIVISION Facilities Management

CONTACT F. Wayne George TELEPHONE 248-3322

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD F. Wayne George

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested. City and Multnomah County drainage district indicate minimum 5.7 acres (in lieu of 6 as presented to the board earlier) at Inverness waste treatment site.

City and M.C.D.D. also inform us that Multnomah County can apply for conditional use permit in the future if more property is necessary outside the 5.7 acres.

I have negotiated a reduced price of \$266,000.00 (down from \$280,000.00.) for the 5.7 acres, and since this is a minimum I still recommend purchase of the property.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ - General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Pauline Anderson
Paul Yarbrough/blw

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER F. Wayne George
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

R-4

BEFORE THE BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

In the matter of the authorization)
to Purchase Property at the Inverness)
Jail Location with funds advanced by the)
County. The Advanced Funds are to be)
reimbursed to the County through)
tax exempt instruments to be negotiated)
at a later date.)

RESOLUTION

WHEREAS, The Board of County Commissioners authorized Facilities Management to negotiate the purchase of the property at the Inverness Jail location;

WHEREAS, Facilities Management has negotiated a purchase price of \$266,000 for the property at the Inverness Jail location;

WHEREAS, The Board of County Commissioners authorizes the Finance Division to purchase the property at the Inverness Jail Location with advance capital project funds.

WHEREAS, These funds are to be reimbursed to the County through the sale of tax exempt instruments at a later date;

WHEREAS, Multnomah County is a home rule county existing under the laws of the State of Oregon, and is authorized to issue tax exempt instruments.

THEREFORE, BE IT RESOLVED that the Finance Director of Multnomah County is authorized, directed, empowered, in the name of Multnomah County to pay for said property out of the capital projects and to later negotiate all documents reasonably required to issue tax exempt instruments to reimburse the County for the advance payment.

ADOPTED this _____ day of _____, 1989 upon passage following its reading.

By _____
Gladys McCoy
Multnomah County Chair

(SEAL)

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Assistant County Counsel

4945F/DB/js/01/89

MODIFICATION AGREEMENT

This document shall serve as a modification to that certain Earnest Money Agreement dated November 23, 1988, that certain letter from the Christian Brothers Charitable and Educational Fund dated November 28, 1988, combined of which constituted a Sale/Purchase Agreement between Christian Brothers of Illinois, Seller and Multnomah County, Purchaser for the following described real property: Block 99 1/2, Parkrose Addition, City of Portland, County of Multnomah, State of Oregon.

In as much as it has been determined that the subject property contains 5.7 acres within the top of bank measurement instead of the Purchaser's required 6.0 acres, the Purchaser is willing to pursue the purchase of the subject property under the following price and conditions: A purchase price of \$266,000 subject to getting the Multnomah County Board of Commissioners' approval of the Purchase, with the above stated reduced price and acreage. Closing shall be no later than January 24, 1989.

Any part of the aforementioned Sale/Purchaser Agreement not hereinabove, changed, altered or modified shall remain in full force and effect.

AGREED AND ACCEPTED

Seller:

CHRISTIAN BROTHERS OF ILLINOIS

AGREED AND ACCEPTED

Purchaser:

MULTNOMAH COUNTY

By: _____

Title: _____

Date: _____

By: *Gladys McLaughlin*

Title: *Chair*

Date: *Jan 18, 89*

rr/JMD/AG010

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Resolution in the matter of the)
Purchase of Property Adjacent to) RESOLUTION
the Inverness Jail) #88-217

WHEREAS, the Multnomah County Board of Commissioners has been offered an opportunity to purchase the land just west of the current Inverness Jail for \$280,000.

WHEREAS, the state of Oregon is interested in building a regional corrections facility in the tri-county region.

WHEREAS, Multnomah County has added jail beds during the past four years by reopening the Courthouse Jail, purchasing the Multnomah County Restitution Center, and building the Multnomah County Inverness Jail.

WHEREAS, Multnomah County is currently involved in a long term strategic planning process which will likely recognize the need eventually to replace the Multnomah County Corrections Facility at Troutdale.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners believes it is prudent to purchase the above property.

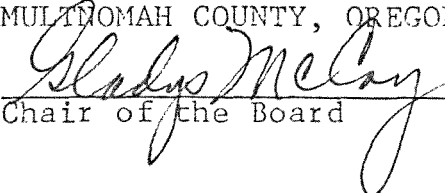
NOW, THEREFORE BE IT FURTHER RESOLVED that Multnomah County intends to use this property to:

1. sell or lease to the state for a state corrections facility
2. build a corrections facility and contract with the state to house A and B felons currently held in county jails
3. build a corrections facility to replace MCCF at Troutdale

Dated this 15th day of December , 1988.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Chair of the Board

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

In the matter of the authorization)
to Purchase Property at the Inverness)
Jail Location with funds advanced by the)
County. The Advanced Funds are to be)
reimbursed to the County through the sale)
of tax exempt instruments to be negotiated)
at a later date.)

RESOLUTION
#89-12

WHEREAS, The Board of County Commissioners authorized Facilities Management to negotiate the purchase of the property at the Inverness Jail location;

WHEREAS, Facilities Management has negotiated a purchase price of \$266,000 for the property at the Inverness Jail location;

WHEREAS, The Board of County Commissioners authorizes the Finance Division to purchase the property at the Inverness Jail Location with advance capital project funds.

WHEREAS, These funds are to be reimbursed to the County through the sale of tax exempt instruments at a later date;

WHEREAS, Multnomah County is a home rule county existing under the laws of the State of Oregon, and is authorized to issue tax exempt instruments.

THEREFORE, BE IT RESOLVED that the Finance Director of Multnomah County is authorized, directed, empowered, in the name of Multnomah County to pay for said property out of capital project funds and to later negotiate all documents reasonably required to issue tax exempt instruments to reimburse the County for the advance payment.

ADOPTED this 26th day of January, 1989 upon passage following its reading.

By Gladys McCoy
Gladys McCoy
Multnomah County Chair

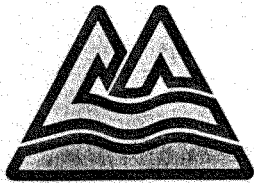


APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By Laurence Kessel
County Counsel

4945F/DB/js/01/89



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
RICK BAUMAN • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

January 26, 1989

Ms. Linda Alexander, Director
Department of General Services
1120 SW Fifth
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held January 26, 1989, the following action was taken:

First Reading - An ordinance establishing County)
Policy on purchasing environmentally sound and)
re-usable, recyclable, recycled, and biodegrad-)
able products, and authorizing a five percent (5%)
price preference for recycled paper products) R-5

Copies of the above-entitled Ordinance were available to all persons wishing a copy. Ordinance was read by title only.

A hearing was held at this time.

Commissioner Anderson moved, duly seconded by Commissioner Kafoury, that the above-entitled matter be approved.

Martin Winch, Commissioner Anderson's staff, explained that the \$11,800 cost for the program mentioned at the Informal Meeting on Tuesday would be the maximum cost if all County paper was purchased at the 5% price preference rate. Reports received indicate there should only be a negligible increase in cost, if any.

At this time, the motion was considered, and it is unanimously

ORDERED that the First Reading of the above-entitled ordinance be approved, and the Second Reading be heard February 9, 1989 at 9:30 am in Room 602 of the County Courthouse.

-2-

Barbara Jones, Asst. Clerk of the Board, explained the reason for not having the second reading next week is because the Formal Meeting will be held on Tuesday, which does not allow enough time between readings of the Ordinance.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm

cc: County Counsel
Purchasing
Commissioner Anderson

DATE SUBMITTED 1-19-88

Procedure # 1201

Page 3 of 4

(For Clerk's Use)

Meeting Date 1/26/89

Agenda No. R-5

REQUEST FOR PLACEMENT ON THE AGENDA 2nd Rd. 2/9/89

Subject: COUNTY PURCHASING POLICY

Informal Only* _____
(Date)

Formal Only January 26, 1989
(Date)

DEPARTMENT DGS DIVISION Purchasing

CONTACT Martin Winch x5008; Lillie Walker/Roger Bruno x 5111 TELEPHONE _____

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD M. Winch, L. Walker & R. Bruno

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

An ordinance establishing County policy on purchasing environmentally sound and re-usable, recyclable and recycled products, and authorization of a 5% price preference for recycled paper products. A biodegradable product suitable for its intended use shall be preferred to a non-biodegradable product. Contractors within County facilities shall follow this policy, except for the price preference.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY Unknown as to the general policy. As to the 5% preference, impact depends upon fluctuating paper markets. Maximum would be 5% of paper budget, which would be \$11,850 in 1988-89. Long-term experience of State has been less than 1% premium paid.

☐ -General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Pauline Anderson

BUDGET / PERSONNEL 1

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) John DuBois

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance establishing County policy on purchasing environmentally sound and re-usable, recyclable, recycled, and biodegradable products, and authorizing a five percent (5%) price preference for recycled paper products.

Multnomah County ordains as follows:

SECTION I. FINDINGS

A. The use of environmentally sound and recycled and recyclable materials benefits the environment by conserving natural resources and energy and by reducing pollution of air and water.

B. County purchase of environmentally sound products and products containing recycled and recyclable materials increases demand for these products, thereby making them more available locally, more widely used, and more economical.

C. The Oregon Legislature has established priority in methods of managing solid waste as follows: 1) reduce the amount of solid waste generated; 2) reuse material for the purpose it was originally intended; 3) recycle material that cannot be reused; 4) recover energy; and 5) landfill.

D. County purchase of environmentally sound products and products containing recycled and recyclable materials can be a model to local citizens, businesses and institutions to increase their purchase of such products.

E. To encourage the manufacture, supply and bidding of recycled products, the County can give preference to materials and supplies manufactured from recycled materials.

F. It is possible for the County to purchase more recycled paper with minimum added cost. A 5% price preference for recycled paper products is given by the State, is appropriate for the County, and is a better method than a "set-aside".

G. The County and the City of Portland jointly purchase and use paper. A joint approach is now feasible and desirable.

H. The use of retread tires and compost and barkdust which include recycled waste material is an environmentally sound and economically feasible practice under certain circumstances.

SECTION II. PURCHASING POLICY

A. It is the policy of Multnomah County to purchase materials and products which are environmentally sound in their manufacture, use and disposal.

B. The County shall develop purchasing procedures which assure purchase of products and materials which are, in order of preference, reusable, recyclable, and made from recycled materials. A biodegradable product which is suitable for its intended use shall be preferred to one which is not biodegradable.

C. The County shall use recycled paper when practicable, and will grant a 5% price preference on all paper products made from recycled paper. Recycled paper means paper that has a content of at least 50% recycled fibers or the maximum amount practicable. Four criteria will be applied in determining maximum amount practicable: (1) performance in accordance with applicable specifications; (2) availability at a reasonable price; (3) availability within a reasonable period of time; and (4) maintenance of a satisfactory level of competition.

D. The County shall require its contractors operating within County facilities to use, in the performance of the contract work, products and materials which are, in order of preference, reusable, recyclable, and made from recycled materials. A biodegradable product which is suitable for its intended use shall be preferred to one which is not biodegradable.

E. To the greatest extent practicable, the County shall use retread tires and compost and barkdust which include recycled waste material.

ADOPTED this ____ day of _____, 1989,
being the date of its second reading before the Board of County
Commissioners of Multnomah County.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

(SEAL)

By

Gladys McCoy
Multnomah County Chair

APPROVED AS TO FORM:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By

page 2 of 2
1/19/89/5



MULTNOMAH COUNTY OREGON

97
5162

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY •	Chair	• 248-3308
PAULINE ANDERSON •	District 1	• 248-5220
GRETCHEN KAFOURY •	District 2	• 248-5219
RICK BAUMAN •	District 3	• 248-5217
POLLY CASTERLINE •	District 4	• 248-5213
JANE McGARVIN •	Clerk	• 248-3277

January 26, 1989

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held January 26, 1989, the following action was taken:

In the matter of ratification of Amendment #27 to)
the State Mental Health Division Grant to in-)
crease DD start-up revenue by \$34,000 to transi-)
tion 15-16 Activity Center slots of Supported)
Employment slots, and making funding adjustments)
within the MED Program per County's request R-6a)

Upon motion of Commissioner Bauman, duly seconded
by Commissioner Kafoury, it is unanimously

ORDERED that said Intergovernmental Agreement amendment be
ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Social Services
Budget
Finance
Purchasing

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 1/26/89
Agenda No. R-6a

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Revenue Amendment

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Susan Clark TELEPHONE 248-3691

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of Amendment #27 to the State Mental Health Grant whereby County receives a net increase of \$14,701 impacting DD & MED Services for fy 88/89. R-6a

Bud Mod DHS #32 appropriates this revenue and should be scheduled simultaneously. R/6b

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

Org. 1215 increased by \$34,000

☐ -General Fund

Org. 1305 decreased by \$19,299

Other Federal/State

1989 JAN 17 PM 4:14
MULTI-NOMINAL COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (w)

BUDGET / PERSONNEL Thomas G. Simpson

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Amundt

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK, 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy
Director, Department of Human Services

FROM: Gary Smith *[Signature]*
Director, Social Services Division

DATE: January 4, 1989

SUBJECT: Recommendation to Ratify Amendment #27 to the State Mental Health
Grant and Accompanying Budget Modification DHS #____

RETROACTIVE STATUS: All State Mental Health amendments reflect the term of the original contract--July 1, 1988 through June 30, 1989 and are not considered "late".

RECOMMENDATION: Social Services Division recommends ratification by the Board of County Commissioners of Amendment #27 to the State Mental Health Grant and approval of the accompanying Budget Modification DHS #____ for the 88/89 fiscal year.

ANALYSIS: This amendment implements adjustments in two Social Services Division programs--Developmental Disabilities and Mental and Emotional Disabilities for a net grant increase of \$14,701. Specific action within each program includes:

DD Program is increased by \$34,000 in DD Supported Work start-up revenue to assist three subcontract providers (Goodwill, Portland Habilitation and St. Vincent de Paul) modify their vocational programs from a facility-based to a supported employment model which places clients out in the community.

MED Program is decreased a net total of (\$19,299) which includes an increase of \$11,277 in Residential Care revenue to fund additional RCF slots and a decrease of (\$30,576) in Community Support for the Homeless which is unexpended revenue and will be carried over for next fiscal year.

As a result of these adjustments, the new State Mental Health Grant total is \$24,504,068 for FY 88/89. The accompanying budget modification, DHS #____, makes these adjustments in the appropriate program budgets.

BACKGROUND:

DD Program: On November 25, 1988, Multnomah County was notified by the State that \$34,000 in Supported Work start-up revenue would be awarded to Goodwill, Portland Habilitation and St. Vincent's via the State Grant to assist these agencies change the focus of their services from facility to community-based. This award was based on approval of a response to the State's RFP for Program Incentive Grants issued 8/14/88. Start-up budgets were submitted and approved for these agencies, contract negotiations have been completed and subcontract amendments are in process.

MED Program: \$11,277 awarded to the MED Program Office is to reimburse the County for services that have been provided since 7/1/88 for two "difficult-to-place" clients residing at Woodvillage. Receipt of this revenue was delayed due to the prolonged and complex nature of the specific services for these two individuals. When services have been completed, the funding will be discontinued.

\$30,576 in funding for services to the homeless is carried over for use next fiscal year due to a request from the County's MED Program Office. This revenue is part of the Stewart B. McKinney federal grant received by Multnomah County via the State. The carryover was necessary to adjust for later than anticipated start-up of certain services within the continuum developed by County.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

DHS # 113-27 88-89

TYPE I

- ☐ Professional Services under \$10,000
☒ Revenue
☐ Grant Funding
☐ Intergovernmental Agreement

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRB Contract
☐ Maintenance Agreement
☐ Licensing Agreement
☐ Construction

Amendment # 27 to Contract # 101139

Amendment # to Contract #

Contact Person Susan Clark Phone 248-3691 Date 1-4-89

Department Human Services Division Social Services Bldg/Room 160-62

Description of Contract Increases DD start-up revenue by \$34,000 to transition 15-16 Activity Center slots to Supported Employment slots. Makes funding adjustments within the MED Program per County's request. The net contract increase is \$14,701 and is appropriated in bud mod DHS # 32.

RFP/BID # NA Date of RFP/BID Exemption Exp. Date

ORS/AR # Contractor is ☐ MBE ☐ FBE ☐ QRF

Contractor Name State Mental Health Division

Mailing Address 2575 Bittern St. NE

Salem, Or. 97310

Phone 373-7827

Employer ID# or SS# NA-Revenue

Effective Date July 1, 1988

Termination Date June 30, 1989

Original Contract Amount \$ 24,489,367

Amount of Amendment \$ 14,701

Total Amount of Agreement \$ 24,504,068

Appropriated in bud mod DHS # 32

Required Signatures:

Please schedule contract and Bud Mod simultaneously.

Department Head

Date 1/4/88

Purchasing Director

Date

(Type II Contracts Only)

County Counsel

Date 1/9/88

Budget Office

Date 1/10/88

County Executive/Sheriff

Date 1/4/88

BOARD OF
COUNTY COMMISSIONERS
1989 FEB - 9 AM 8 11
MULTNOMAH COUNTY
OREGON

Payment Terms

☐ Lump Sum \$☒ Monthly \$☐ Other \$☐ Requirements contract-requisition required

Purchase Order No.

TRANSACTION CODE		P.O.	AGENCY		PO DATE		m m d d y y		ACCOUNTING PERIOD		m m y y		BUDGET FY	y y		ACTION	
																<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)	
VENDOR CODE			VENDOR NAME										TOTAL AMOUNT		\$		
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION				AMOUNT		INC/ DEC IND		
	101139	156	010	1215					Rev. Source 2605				\$ 34,000				
		156	010	1305					Rev Source 2605				\$ (19,299)				
													\$				
													\$				

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **TYPE I, TYPE II** — Check off appropriate type of contract in one of the two boxes on top of form. Note: Type II contracts need to be routed through Purchasing Director, Type I does not. If Amendment, enter contract number of original agreement and original contract amount.
2. **CONTACT PERSON, PHONE** — Enter name and phone number of person initiating contract from responsible County department.
3. **DATE** — Enter date contract and Contract Approval Form submitted for approval and execution.
4. **DEPARTMENT, DIVISION, BLDG/ROOM** — List appropriate County department and division responsible and interoffice mail code.
5. **DESCRIPTION OF CONTRACT** — Summary of product purchased or services to be performed. Note if an amendment or extension.
6. **RFD/BID #** — Enter number if contract is result of RFP/Bid selection process.
7. **DATE OF RFP/BID** — Enter date of RFP/BID public opening.
8. **DATE OF EXEMPTION** — Enter date exemption from competitive bidding granted by BCC.
9. **REVIEWED FOR MINORITY/FEMALE BUSINESS** — Check appropriate box if County sought business from MBE or FBE firm(s).
10. **CONTRACTOR IS MBE OR FBE** — Check appropriate box if contractor is certified as an MBE or FBE.
11. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** — Enter current information.
12. **EMPLOYER ID# OR SS#** — Enter employer ID# or social security number if Contractor is individual.
13. **EFFECTIVE DATE** — Date contract states to begin services.
14. **TERMINATION DATE** — Date contract states services terminated.
15. **TOTAL AMOUNT OF AGREEMENT** — Enter amount of agreement being submitted. If Amendment, enter amount of increase/decrease only.
16. **PAYMENT TERMS** — Designate payment terms by checking appropriate box and entering dollar amount.
17. **REQUIREMENTS CONTRACT — REQUISITION REQUIRED** — Check this box to note that a Purchase Order will be issued to trigger payment.
18. **PURCHASE ORDER NO.** — Enter number of Purchase Order to be issued. If number is not known, enter "P.O. will be issued."
19. **REQUIRED SIGNATURES** — To be completed as approved. Purchasing Director needs to sign for Type II contracts only.
20. **AGENCY** — Enter your Department's agency number.
21. **VENDOR NAME** — Enter Contractor name as entered above.
22. **TOTAL AMOUNT** — Enter total dollar amount of contract.
23. **CONTRACT NUMBER** — Purchasing will enter all new contract numbers. If contract extension or amendment, initiator should enter current contract number.
24. **ACCOUNT CODE STRUCTURE** — Enter Account Code structure for the type of agreement, i.e., expense or revenue.
25. **DESCRIPTION** — Optional.
26. **AMOUNT** — If total dollar amount is being split among different account numbers indicate dollar amounts here.



Department of Human Resources
MENTAL HEALTH DIVISION

2575 BITTERN STREET N.E., SALEM, OREGON 97310-0520

1987-89 INTERGOVERNMENTAL AGREEMENT

PART I: AMENDMENT # 27

AGREEMENT FINANCIAL SUMMARY

DATE ISSUED: December 16, 1988

AGREEMENT NUMBER: 26-001

AGREEMENT PERIOD: July 1, 1987 Through June 30, 1989

LOCAL GOVERNMENT UNIT: Multnomah County

426 SW Stark Street, 6th Floor

Portland, OR 97204

	<u>PART I-A</u>	<u>PART I-B</u>	<u>TOTAL</u>
1987-88:	<u>\$18,691,522</u>	<u>\$4,144,781</u>	<u>\$22,836,303</u>
1988-89:	<u>\$23,871,209</u>	<u>\$4,641,677</u>	<u>\$28,512,886</u>
			<u>BIENNIAL TOTAL: \$51,349,189</u>

THIS AMENDMENT IS REFLECTED IN REVISIONS TO THE ATTACHED DOCUMENTS:

Part I - Notes and Special Conditions

Part I-A, 1988-89

Part I-B, 1988-89

14c-6
6-30-88

MHD/CCS#0356

Part I - Notes and Special Conditions

This amendment includes the following 1988-89 actions:

1. RCF (MED 28) is increased \$11,277 to provide reimbursement for services that have been provided since 7-1-88 to two clients and will continue to be provided through 6-30-89.
2. The award for Community Support Services for the Homeless (MED 39) is reduced \$30,576 in 1988-89. This provides for reawarding these funds for use in 1989-90 subject to approval by the 1989 Legislative Assembly and the Governor of the Division's 1989-91 Budget with sufficient federal fund limitation to permit the award, and further subject to the continued availability of the funds from the federal government.
3. The Revised service unit obligation in Part I-A for Supported Employment (MED 38) is corrected to indicate that 27 units will be operated by the County by the end of 1988-89.
4. Supported Employment (DD 43) start-up is increased \$34,000 to convert 15-16 Work Activity Center and/or Sheltered Services slots to services which meet the requirements listed in the special conditions below. This award is based on approval of the County's response, and subsequent negotiations to the Division's "Request for Proposals: Program Incentive Grants for the Changeover from Facility-Based Services to Supported Employment" (issued August 16, 1988).

These actions increase the 1987-89 Agreement \$14,701 to \$51,349,189.

Special Conditions

27.1 Supported Employment (DD 43) start-up funds awarded in this amendment are subject to the following special conditions:

- (a) These start-up funds cannot be used for ongoing services. Operating funds for the converted services will remain at the rate and in the service elements currently included in the Intergovernmental Agreement.
- (b) Services converted to supported employment must meet the criteria, measures, and standards of Special Education and Rehabilitation Services (OSERS) federal guidelines. These include:
 - 1) Paid employment for at least 20 hours per week.
 - 2) Integrated settings where no more than eight people with disabilities work together and which are not immediately adjacent to other programs serving person with disabilities. The settings should be where persons without disabilities, who are not paid care givers, are present.

- 3) Ongoing support is available through the use of public funds for interventions, directly related to sustaining employment. This will include onsite visits at least two times monthly.
- 4) Service recipients are persons with severe disabilities, who require ongoing support. Also, they are persons who previously have not been served or served successfully by Vocational Rehabilitation because of the lack of ongoing service needed to sustain employment after time-limited rehabilitation services are completed.

County and Division recognize that compliance with OSERS guidelines summarized above may require variances from Oregon Administrative Rules governing Activity Centers (OAR 309-47-000 through 060) and Sheltered Services Programs (OAR 582-10-010 through 025.) County shall determine what, if any, variances are needed for services converted to supported employment, and shall request such variances following procedures described in Part III of this Agreement.

- (c) County must submit four (4) quarterly progress reports no later than 30 days following the end of each calendar quarter, with the first report quarter commencing October 1, 1988. Reports must be in a form specified by the Division's Office of Developmental Disabilities Programs.
- (d) Funds are subject to requirements in Exhibit #1, "Special Conditions for Start-Up Funds."
- (e) DD 43 funds awarded in Note #4 must be spent by 6-30-89 under this contract. However, these are federal funds which may be spent until 9-30-89 under the grant awarding them to the State. In order to take full benefit of the time permitted under the federal grant, the Division will transfer all or part of this award to the 1989-91 Agreement for use between 7-1-89 and 9-30-89 subject to the following:
 - o The county submits a written request, stating the amount to be transferred, to the Division's Office of Developmental Disabilities by 5-1-89;
 - o The county agrees to an amendment removing the funds from the 1987-89 Agreement;
 - o The 1989 Legislative Assembly and the Governor approve the Division's 1989-91 biennial budget with sufficient federal fund limitation to permit the requested award.

Special Conditions For Start-Up Funds

Start-up funds awarded in this amendment will be paid as reimbursement for actual expenditures and are subject to the following terms and conditions:

1. Reimbursement for all expenditures is contingent on Division approval of a line-item budget showing proposed expenditure of Division funds and an expenditure report which documents actual expenditures. The Division may provide cash in advance following approval of the line-item budget. An expenditure report is due at the Division 90 days after services are initiated. Instructions for submitting budgets, expenditure reports and other documents as required below are contained in the Financial Procedures Manual.
2. Expenditures for personal services or services and supply items shall be documented in an expenditure report which shows actual expenditures by employee and position and uses the same service/supply categories contained in the line-item budget.
3. Expenditures for furnishings and fixtures shall be documented in an expenditure report, accompanied by an inventory and receipts for all items which cost over \$100 and the address of the facility in which each item will be located and used.
4. Expenditures for vehicles, computers and other special equipment shall be documented in an expenditure report, accompanied by receipts for all items purchased and a security interest in favor of the Division for each item which exceeds \$1,000 in cost.
5. Items purchased under Items 3 and 4 above must be used for purposes described in this award for the expected useful life of the item or five years, whichever is less, except as follows:
 - a. Prior approval is obtained from the Division for an alternative use;
 - b. The equipment is lost or rendered useless for reasons other than negligence on the part of the county or a county subcontractor;
 - c. Division funds for operation of programs or services in the facility are discontinued.

Failure of the county/contractor or its subcontractors to comply with terms stated above shall result in repayment to the Division of a prorated share of the award based on the length of time the equipment was used for purposes described in this amendment. The Division may, at its discretion, require repossession of the equipment in lieu of repayment. Any repayment will occur as otherwise provided in this Agreement.

6. Expenditures for facility renovation or other capital projects shall be documented in an expenditure report accompanied by receipts for all materials and services. An amount equal to 15% of the project cost may be withheld by the Division pending approval of the cost report and completion of the work to the Division's satisfaction.
7. Expenditures for real property shall be subject to a trust deed in favor of the state which shall only be released by the Division upon devotion of these premises to delivery of services approved by the Division under terms in the trust deed. All transactions must be accomplished through a licensed escrow agent acting on instructions provided by the Division.
8. Division may disallow expenditures which are not documented or secured to the Division's satisfaction as described above and in the Financial Procedures Manual. Recovery of any such unauthorized expenditures shall occur as otherwise provided in this Agreement.

0343E
11/18/87

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT TO BE EXECUTED BY THEIR AUTHORIZED OFFICERS.

MULTNOMAH COUNTY:

By

Gladys McCreary
Gladys McCreary
Multnomah County Chair

1/11/89
Date

STATE MENTAL HEALTH DIVISION:

By

Mike Schmitt
~~Dan Barker~~, Manager
State Mental Health Division

2-3-89
Date

APPROVED AD TO FORM:

Laurence Kressel
Multnomah County Counsel

By

Laurence Kressel
Deputy County Counsel

1/19/89
Date

RECEIVED 1989 LL
COUNTY CLERK

OREGON STATE MENTAL HEALTH DIVISION
Amendment To Agreement for Community Mental Health Services
PART I-A

Page: 1
As Of: 12/14/88

1988-89

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

AMD #: 27

Mental Health Division Service Elements	SE Number	Agreement Amount	Change	Revised Amount	Revised Units
LOCAL ADMINISTRATION	LA 01	739,066	0	739,066	0.0
Subtotal:	LA	739,066	0	739,066	

CTS - CHILDREN	MED 22	425,804	0	425,804	129.0
COMM SUPPORT SERVICE	MED 23	3,844,877	0	3,844,877	1,088.0
COMM HOSPITAL SERVIC	MED 24	419,590	0	419,590	284.0
NON-HOSPITAL CRISIS	MED 25	1,241,845	0	1,241,845	3,171.0
CTS - ADULT	MED 27	22,250	0	22,250	14.0
RCF	MED 28	758,353	11,277	769,630	179.0
PRECOMMITMENT	MED 29	643,182	0	643,182	1,576.0
PSRB	MED 30	114,973	0	114,973	32.0
SEMI-INDEPENDENT LIV	MED 33	270,983	0	270,983	126.0
CPS PROJECT	MED 37	612,222	0	612,222	105.0
SUPPORTED EMPLOYMENT	MED 38	71,383	0	71,383	27.0
CSS-HOMELESS	MED 39	455,660	-30,576	425,084	0.0
Subtotal:	MED	8,881,122	-19,299	8,861,823	

ACTIVITY CENTER	DD 40	1,625,450	0	1,625,450	351.0
SHELTERED SERVICES P	DD 42	544,328	0	544,328	133.0
SUPPORTED WORK	DD 43	723,581	0	723,581	132.0
DD DIVERSION SERVICE	DD 44	55,514	0	55,514	0.0
SEMI-INDEPENDENT LIV	DD 47	187,636	0	187,636	9.6
CASE MANAGEMENT	DD 48	844,146	0	844,146	1,445.0
FAMILY SUPPORT SERVI	DD 49	300,000	0	300,000	0.0
RES FACILITIES	DD 50	4,660,643	0	4,660,643	303.0
EMPLOYMENT TRANSPORT	DD 53	539,603	0	539,603	604.0
EARLY INTERVENTION	DD 55	1,088,257	0	1,088,257	314.0
DD SPECIAL PROJECTS	DD 57	8,438	0	8,438	0.0
Subtotal:	DD	10,577,596	0	10,577,596	

ALCOHOL RESIDENTIAL	A&D 61	522,539	0	522,539	97.0
DRUG RESIDENTIAL CAR	A&D 62	335,443	0	335,443	43.0
NON-HOSP ALC. DETOX	A&D 63	581,813	0	581,813	47.0
OUTPT ALCOHOL	A&D 64	753,983	0	753,983	646.0

OREGON STATE MENTAL HEALTH DIVISION
Amendment To Agreement for Community Mental Health Services
PART I-A

Page: 2
As Of: 12/14/88

1988-89

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

AMD #: 27

Mental Health Division Service Elements	SE Number	Agreement Amount	Change	Revised Amount	Revised Units
OUTPT DRUG-FREE	A&D 65	643,093	0	643,093	346.0
METHADONE MAINTENANC	A&D 69	452,724	0	452,724	260.0
PREVENTION & E.I.	A&D 70	135,495	0	135,495	0.0
CIRT	A&D 71	225,876	0	225,876	14.0
NON-HOSP DRUG DETOX	A&D 73	41,758	0	41,758	2.0
Subtotal:	A&D	3,692,724	0	3,692,724	

AGREEMENT TOTAL	\$23,890,508	-19,299	\$23,871,209
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OREGON STATE MENTAL HEALTH DIVISION
Amendment To Agreement for Community Mental Health Services
PART I-A SUMMARY

Page: 1
As Of: 12/14/88

1987-88, 1988-89

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

AMD #: 27

Mental Health Division Service Elements	Service Element #	1987-88 Agreement Total	1988-89 Agreement Total	Biennium Total
LOCAL ADMINISTRATION	LA 01	610,397	739,066	1,349,463
Subtotal: LA		610,397	739,066	1,349,463
CTS - CHILDREN	MED 22	314,653	425,804	740,457
COMM SUPPORT SERVICES	MED 23	3,671,221	3,844,877	7,516,098
COMM HOSPITAL SERVICES	MED 24	417,753	419,590	837,343
NON-HOSPITAL CRISIS SERVICES	MED 25	1,217,496	1,241,845	2,459,341
CTS - ADULT	MED 27	21,814	22,250	44,064
RCF	MED 28	800,565	769,630	1,570,195
PRECOMMITMENT	MED 29	630,570	643,182	1,273,752
PSRB	MED 30	113,129	114,973	228,102
SEMI-INDEPENDENT LIVING	MED 33	176,544	270,983	447,527
CPS PROJECT	MED 37	109,770	612,222	721,992
SUPPORTED EMPLOYMENT SERVICE	MED 38	8,332	71,383	79,715
CSS-HOMELESS	MED 39	79,839	425,084	504,923
Subtotal: MED		7,561,686	8,861,823	16,423,509
ACTIVITY CENTER	DD 40	1,528,827	1,625,450	3,154,277
SHELTERED SERVICES PROGRAM	DD 42	533,655	544,328	1,077,983
SUPPORTED WORK	DD 43	214,366	723,581	937,947
DD DIVERSION SERVICE	DD 44	55,315	55,514	110,829
SEMI-INDEPENDENT LIVING	DD 47	180,493	187,636	368,129
CASE MANAGEMENT	DD 48	375,138	844,146	1,219,284
FAMILY SUPPORT SERVICES	DD 49	0	300,000	300,000
RES FACILITIES	DD 50	2,843,264	4,660,643	7,503,907
EMPLOYMENT TRANSPORTATION	DD 53	401,443	539,603	941,046
EARLY INTERVENTION	DD 55	822,132	1,088,257	1,910,389
DD SPECIAL PROJECTS	DD 57	0	8,438	8,438
Subtotal: DD		6,954,633	10,577,596	17,532,229
ALCOHOL RESIDENTIAL CARE	A&D 61	512,269	522,539	1,034,808
DRUG RESIDENTIAL CARE	A&D 62	328,871	335,443	664,314
NON-HOSP ALC. DETOX	A&D 63	570,381	581,813	1,152,194
OUTPT ALCOHOL	A&D 64	745,648	753,983	1,499,631
OUTPT DRUG-FREE	A&D 65	576,872	643,093	1,219,965
METHADONE MAINTENANCE	A&D 69	499,356	452,724	952,080

OREGON STATE MENTAL HEALTH DIVISION
Amendment To Agreement for Community Mental Health Services
PART I-A SUMMARY

Page: 2
As Of: 12/14/88

1987-88, 1988-89

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

AMD #: 27

Mental Health Division Service Elements	Service Element #	1987-88 Agreement Total	1988-89 Agreement Total	Biennium Total
PREVENTION & E.I.	A&D 70	89,511	135,495	225,006
CIRT	A&D 71	221,458	225,876	447,334
NON-HOSP DRUG DETOX	A&D 73	20,440	41,758	62,198
Subtotal: A&D		3,564,806	3,692,724	7,257,530
AGREEMENT TOTAL		\$18,691,522	23,871,209	\$42,562,731

OREGON STATE MENTAL HEALTH DIVISION
Amendment To Agreement for Community Mental Health Services
PART I-B

Page: 1
As Of: 12/14/88

CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001 AMD #: 27

1988-89

Reimburse Source	MHD Service Element	Service Element #	Agreement Amount	Change	Revised Amount	Revised Units
MEDICAID	OUTPT ALCOHO	A&D 64	92,983	0	92,983	121.0
MEDICAID	OUTPT DRUG-F	A&D 65	105,572	0	105,572	137.0
MEDICAID	METHADONE MA	A&D 69	148,736	0	148,736	193.0
MEDICAID	CTS - CHILDR	MED 22	557,092	0	557,092	191.0
MEDICAID	COMM SUPPORT	MED 23	2,171,294	0	2,171,294	625.0
MEDICAID	NON-HOSPITAL	MED 25	80,425	0	80,425	205.0
MEDICAID	CTS - ADULT	MED 27	56,626	0	56,626	37.0
MEDICAID	SEMI-INDEPEN	MED 33	95,258	0	95,258	45.0
MEDICAID	CPS PROJECT	MED 37	265,057	0	265,057	45.0
	Subtotal:		3,573,043	0	3,573,043	
IDF	DUII DIV I	A&D 67	5,425	0	5,425	0.0
IDF	DUII DIV II	A&D 68	142,330	0	142,330	0.0
IDF	CONVICTED I	A&D 77	855	0	855	0.0
IDF	CONVICTED II	A&D 78	93,790	0	93,790	0.0
	Subtotal:		242,400	0	242,400	
AFC	DD NON-REL.	DD 58	211,680	0	211,680	106.0
AFC	DD RELATIVE	DD 59	68,880	0	68,880	37.0
AFC	AFC MED	MED 34	155,215	0	155,215	80.0
	Subtotal:		435,775	0	435,775	
START-UP	OUTPT DRUG-F	A&D 65	1,300	0	1,300	0.0
START-UP	PREVENTION &	A&D 70	1,600	0	1,600	0.0
START-UP	NON-HOSP DRU	A&D 73	3,000	0	3,000	0.0
START-UP	ACTIVITY CEN	DD 40	8,750	0	8,750	0.0
START-UP	SUPPORTED WO	DD 43	65,250	34,000	99,250	0.0
START-UP	RES. FACILIT	DD 50	276,559	0	276,559	0.0
START-UP	RCF	MED 28	0	0	0	0.0
START-UP	CPS PROJECT	MED 37	0	0	0	0.0
	Subtotal:		356,459	34,000	390,459	
AGREEMENT TOTAL			\$ 4,607,677	34,000	\$ 4,641,677	

OREGON STATE MENTAL HEALTH DIVISION
Agreement for Community Mental Health Services
PART I-B SUMMARY

Page: 1
As Of: 12/14/88

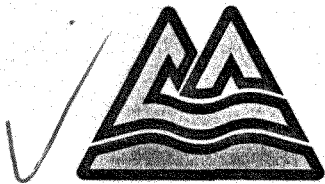
CONTRACTOR: MULTNOMAH COUNTY

AGREEMENT NO: 26-001

AMD #: 27

1987-88, 1988-89

Reimburs. Source	MHD Service Element	Service Element #	1987-88 Agreement Total	1988-89 Agreement Total	Biennium Total
MEDICAID	OUTPT ALCOHO	A&D 64	91,160	92,983	184,143
MEDICAID	OUTPT DRUG-F	A&D 65	78,151	105,572	183,723
MEDICAID	METHADONE MA	A&D 69	147,290	148,736	296,026
MEDICAID	CTS - CHILDR	MED 22	546,169	557,092	1,103,261
MEDICAID	COMM SUPPORT	MED 23	2,071,873	2,171,294	4,243,167
MEDICAID	NON-HOSPITAL	MED 25	78,848	80,425	159,273
MEDICAID	CTS - ADULT	MED 27	55,516	56,626	112,142
MEDICAID	SEMI-INDEPEN	MED 33	32,629	95,258	127,887
MEDICAID	CPS PROJECT	MED 37	89,854	265,057	354,911
	Subtotal:		3,191,490	3,573,043	6,764,533
IDF	DUII DIV I	A&D 67	5,280	5,425	10,705
IDF	DUII DIV II	A&D 68	139,480	142,330	281,810
IDF	CONVICTED I	A&D 77	800	855	1,655
IDF	CONVICTED II	A&D 78	90,000	93,790	183,790
	Subtotal:		235,560	242,400	477,960
AFC	DD NON-REL.	DD 58	218,710	211,680	430,390
AFC	DD RELATIVE	DD 59	76,490	68,880	145,370
AFC	AFC MED	MED 34	152,172	155,215	307,387
	Subtotal:		447,372	435,775	883,147
START-UP	OUTPT DRUG-F	A&D 65	0	1,300	1,300
START-UP	PREVENTION &	A&D 70	0	1,600	1,600
START-UP	NON-HOSP DRU	A&D 73	0	3,000	3,000
START-UP	ACTIVITY CEN	DD 40	21,000	8,750	29,750
START-UP	SUPPORTED WO	DD 43	22,000	99,250	121,250
START-UP	RES. FACILIT	DD 50	124,411	276,559	400,970
START-UP	RCF	MED 28	2,399	0	2,399
START-UP	CPS PROJECT	MED 37	100,549	0	100,549
	Subtotal:		270,359	390,459	660,818
AGREEMENT TOTAL			\$ 4,144,781	4,641,677	\$ 8,786,458

97
J/62

MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
RICK BAUMAN • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

January 26, 1989

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held January 26, 1989, the following action was taken:

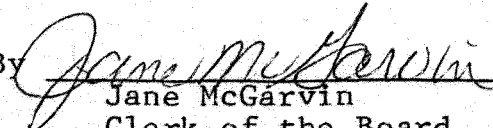
Request of the Director of Human Services for)
approval of Budget Modification DHS #32 reflect-)
ing additional revenues in the amount of \$14,701)
from State Mental Health to Social Services, Pass)
Through line item, making adjustments in MED and)
DD Contract, to reflect Amendment #27 to State)
Mental Health Grant R-6b)

Upon motion of Commissioner Bauman, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said request be approved, and budget modification be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By 
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Social Services

BUDGET MODIFICATION NO. DHS #32

(For Clerk's Use) Meeting Date

Agenda No.

1/26/89

R-66

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Human Services

DIVISION Social Services

CONTACT Susan Clark

TELEPHONE 248-3691

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Gary Smith

SUGGESTED

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

Budget Modification DHS #32 adjusts MED and DD Contract budgets a net total of \$14,701 to reflect Amendment #27 to the State Mental Health Grant.

(Estimated Time Needed on the Agenda)

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

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

Budget modification DHS #32 requests Board approval to adjust the MED and DD contracts budget for a net increase of \$14,701 to reflect Amendment #27 to the State Mental Health Grant for the 88/89 fiscal year. Specific adjustments include:

DD Contracts budget increased by \$34,000 in DD Supported Work start-up revenue to assist three subcontract providers modify their programs from facility-based to supported employment in the community.

MED Contracts budget decreased a net total of (\$19,299) which includes an increase of \$11,277 in Residential Care revenue to fund additional slots and a decrease of (\$30,576) in Community Support for the Homeless which will be carried over to next fiscal year.

To Budget
1/30/89

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

State Mental Health Grant increased a net total of \$14,701. Contract DHS #113-27. Service Reimbursement F/S to CGF increased by \$103. County General Fund increased by \$103.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) (Date)

(Specify Fund)

After this modification

Originated By

Date

Department Director

Susan Clark

1-4-89

Duane Zussy

Finance/Budget

Date

Employee Relations

Thomas A. Supper

Board Approval

Date

Barbara E. Jones

1/26/89

EXPENDITURE

TRANSACTION EB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1215			6060			34,000		Increase Pass Through
		156	010	1215			7100			238		Increase Indirect (.007)
											34,238	Total Org. 1215
		156	010	1305			6060			(19,299)		Decrease Pass Through
		156	010	1305			7100			(135)		Decrease Indirect (.007)
											(19,434)	Total Org. 1305
		100	010	0104			7608			103	103	Cash Transfer to F/S Fund

//////////////////////////////////////
 TOTAL EXPENDITURE CHANGE // 14,907 TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1215			7601			238		County General Fund
		156	010	1215			2605			34,000		State Mental Health Grant
		156	010	1305			7601			(135)		County General Fund
		156	010	1305			2605			(19,299)		State Mental Health Grant
		100	045	7410			6602			103		Svc. Reimb. F/S to CGF

//////////////////////////////////////
 TOTAL REVENUE CHANGE // 14,907 TOTAL REVENUE CHANGE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK, 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy (MD)*
Director, Department of Human Services

FROM: Gary Smith *GS*
Director, Social Services Division

DATE: January 4, 1989

SUBJECT: Recommendation to Ratify Amendment #27 to the State Mental Health
Grant and Accompanying Budget Modification DHS # 32

RETROACTIVE STATUS: All State Mental Health amendments reflect the term of the original contract--July 1, 1988 through June 30, 1989 and are not considered "late".

RECOMMENDATION: Social Services Division recommends ratification by the Board of County Commissioners of Amendment #27 to the State Mental Health Grant and approval of the accompanying Budget Modification DHS # 32 for the 88/89 fiscal year.

ANALYSIS: This amendment implements adjustments in two Social Services Division programs--Developmental Disabilities and Mental and Emotional Disabilities for a net grant increase of \$14,701. Specific action within each program includes:

DD Program is increased by \$34,000 in DD Supported Work start-up revenue to assist three subcontract providers (Goodwill, Portland Habilitation and St. Vincent de Paul) modify their vocational programs from a facility-based to a supported employment model which places clients out in the community.

MED Program is decreased a net total of (\$19,299) which includes an increase of \$11,277 in Residential Care revenue to fund additional RCF slots and a decrease of (\$30,576) in Community Support for the Homeless which is unexpended revenue and will be carried over for next fiscal year.

As a result of these adjustments, the new State Mental Health Grant total is \$24,504,068 for FY 88/89. The accompanying budget modification, DHS # 32, makes these adjustments in the appropriate program budgets.

State Amendment #27 Brief
January 4, 1989
Page Two

BACKGROUND:

DD Program: On November 25, 1988, Multnomah County was notified by the State that \$34,000 in Supported Work start-up revenue would be awarded to Goodwill, Portland Habilitation and St. Vincent's via the State Grant to assist these agencies change the focus of their services from facility to community-based. This award was based on approval of a response to the State's RFP for Program Incentive Grants issued 8/14/88. Start-up budgets were submitted and approved for these agencies, contract negotiations have been completed and subcontract amendments are in process.

MED Program: \$11,277 awarded to the MED Program Office is to reimburse the County for services that have been provided since 7/1/88 for two "difficult-to-place" clients residing at Woodvillage. Receipt of this revenue was delayed due to the prolonged and complex nature of the specific services for these two individuals. When services have been completed, the funding will be discontinued.

\$30,576 in funding for services to the homeless is carried over for use next fiscal year due to a request from the County's MED Program Office. This revenue is part of the Stewart B. McKinney federal grant received by Multnomah County via the State. The carryover was necessary to adjust for later than anticipated start-up of certain services within the continuum developed by County.

1/26/89

RECEIVED FROM JANE MCGARVIN
CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

BUDGET

Boc
MAR 08 1989

BUDGET MODIFICATION DHS #32 APPROVED

R-6b

Thomas G. Ewert

Form CC-2 PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
RICK BAUMAN • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

January 26, 1989

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held January 26, 1989, the following action was taken:

Notice of Intent to apply to the State Department)
of Human Resources for a maximum of one-half of)
\$30,000 - \$35,000 available from March 1, 1989 to)
June 30, 1989, for emergency housing and emer-)
gency food in the Albina Human Resource Center)
service area R-7)

Upon motion of Commissioner Bauman, duly seconded by
Commissioner Kafoury, it is unanimously

ORDERED that said Notice of Intent be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance

DATE SUBMITTED _____

JAN 17 1989

(For Clerk's Use)
Meeting Date 1/26/89
Agenda No. R-7

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Notice of Intent - Emergency Housing Vouchers
for Albina Human Resource Center Service Area

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Director's Office

CONTACT Bill Thomas TELEPHONE x 3782

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Bill Thomas

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.
Application to the State Department of Human Resources for a maximum of one-half of \$30,000 - \$35,000 available from March 1, 1989, to June 30, 1989, for emergency housing and emergency food in the Albina Human Resource Center service area. Funds would be used for emergency housing vouchers to shelter individuals and families in local hotels and motels for up to 7 days through the emergency housing voucher system. State funds would expand the emergency housing voucher pool, currently funded solely through FEMA and CDBG funds. Referrals would be made by the AHRC Housing Coordinator to the Voucher Clearinghouse, American Red Cross. The Housing Coordinator would place the homeless persons, negotiate the housing rate, and provide case planning and management. The County would submit monthly reimbursement requests based on actual housing costs for persons referred, which would be paid through MCA to the Red Cross. Due to limited time, the proposal was submitted on January 13 contingent upon subsequent Board approval.
(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

☐ PERSONNEL

☒ FISCAL/BUDGETARY

☐ General Fund

Other Federal /State

*original D
B/Thomas
1/30/89*

1989 JAN 17 PM 4:14
CLERK OF
COUNTY COMMISSIONERS
MULTI-COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (pc)

BUDGET ~~PERSONNEL~~ Thomas D. Sany 1

~~COUNTY COUNSEL~~ (Ordinances, Resolution, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
426 S.W. STARK, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3782

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, Multnomah County Chair

VIA: Duane Zussy, Director, Department of Human Services *Duane Zussy (04)*

FROM: Bill Thomas, Emergency Basic Needs Coordinator *Bill Thomas*

DATE: January 17, 1989

SUBJECT: Notice of Intent to Apply for up to \$17,500 in State General Funds
for Emergency Housing in the Albina Human Resource Center Service Area

RECOMMENDATION:

The Director's Office recommends approval to apply for and receive approximately \$15,000 to \$17,500 in State General Funds from the State Department of Human Resources to fund emergency housing vouchers in the Albina Human Resource Center service area. As the proposal had to be sent to DHR on the 13th in order to ensure receipt by the RFP's January 17 response date, the Director's Office requested that the Chair of the Board sign the proposal for submission to DHR contingent upon the subsequent approval of the Board.

ANALYSIS:

As part of planned cutbacks in staffing at the Albina Human Resource Center (AHRC), State DHR has issued a Request for Proposals for the provision of emergency housing and food in the AHRC service area. Approximately \$30,000 to \$35,000 in State General Funds will be made available between March 1, 1989, and June 30, 1989, with an estimated \$80,000 per year available for this purpose in FY 89-90 and FY 90-91 if funded by the Legislature. Specifics of a proposal to provide emergency housing with the State funds through the emergency housing voucher system were not finalized until a meeting on January 10 among NE emergency services agencies.

This application for emergency housing (only) is for a maximum of one-half of the funds available, to ensure that at least half would be available for emergency food referrals. AHRC funds contracted to the County would be used for emergency housing vouchers to shelter individuals and families in local hotels and motels for up to 7 days through the emergency housing voucher system. These funds would be limited to homeless households referred by DHR agencies in the AHRC through the AHRC Housing Coordinator (whose position was restored). Through reimbursements, State funds would expand the emergency housing voucher pool currently funded solely through FEMA and CDBG funds.

Referrals would be made by the AHRC Housing Coordinator to the Voucher Clearinghouse, American Red Cross. As is the current practice, the Housing Coordinator would place the homeless persons, negotiate the housing rate and provide case planning and management (with the support of staff of AHRC Divisions). The County would submit monthly requests for reimbursement based on actual housing costs for persons referred, which would be paid through MCA to the Red Cross.

The need for emergency housing vouchers in the AHRC service area (approximately \$120,000 per year) far exceeds total funds available through the RFP. Consequently, and as a result of consultation with emergency food agencies, the proposal offers to voluntarily limit the County's reimbursement requests for emergency housing vouchers to a maximum of one-half of the funds available. In that way, at least one half of the funds would be available for emergency food referrals to other contractors.

BACKGROUND:

The Albina Human Resource Center, located at 5411 N.E. Union Ave., was established approximately 16 years ago as a multi-service center. It provided an administrative umbrella for State services co-located to serve the Albina area, as well as access to number of emergency basic needs services, with a budget of \$970,000 per biennium and 7 FTE.

On November 18, 1988, the Legislative Emergency Board adopted the DHR rebalancing plan, which included the elimination of the 7 FTE at the AHRC. On November 22, Kevin Concannon, the DHR Director, indicated that as part of this restructuring that State DHR would issue an RFP for approximately \$40,000 from February 1 to June 30, 1989, and \$100,000 a year thereafter. DHR would select one community contractor to provide services formerly provided by AHRC.

As a result of community protests regarding elimination of AHRC services, on December 23 Mr. Concannon announced that he was restoring the AHRC Housing Coordinator position, and that approximately \$30,000 would be available from March 1 to June 30, 1989, and \$80,000 per year thereafter to provide subsidies for emergency food and housing. Subsequently, an RFP was issued (in reality an RFQ) to identify potential contractors which would contract with the State to provide either emergency housing or emergency food to persons referred by AHRC staff at predetermined rates, with subsequent reimbursement from the State.

DHR conducted a Proposers Conference on January 4, 1989. On January 5, MCA's Community Services Advisory Committee discussed the RFP, and requested that the County and MCA consult with agencies serving the NE area to determine if it would be appropriate to integrate State funds into the emergency housing voucher system. On January 10 a meeting was held among those agencies, and it was concluded that the County should submit such a proposal to DHR, but limit reimbursement requests for referrals to one-half the funds.

MULTNOMAH COUNTY NOTICE OF INTENT

DATE: January 17, 1989

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Human Services Bill Thomas, X 3782

GRANTOR AGENCY: State Department of Human Resources

BEGINNING DATE OF GRANT: March 1, 1989

PROJECT TITLE: Emergency Housing Vouchers for Albina Human Resource Center Service Area

PROJECT DESCRIPTION/GOALS: Application to the State Department of Human Resources for a maximum of one-half of \$30,000 to \$35,000 available from March 1, 1989, to June 30, 1989, for emergency housing and emergency food in the Albina Human Resource Center service area. Funds would be used for emergency housing vouchers to shelter individuals and families in local hotels and motels for up to 7 days through the emergency housing voucher system. State funds would expand the emergency housing voucher pool, currently funded solely through FEMA and CDBG funds. Referrals would be made by the AHRC Housing Coordinator to the Voucher Clearinghouse, American Red Cross. The Housing Coordinator would place the homeless persons, negotiate the housing rate, and provide case planning and management. The County would submit monthly reimbursement requests based on actual housing costs for persons referred, which would be paid through MCA to the Red Cross. If funded, the contract would be renewable for up to three years. The State projects that \$80,000 per year will be available for emergency housing and food in the AHRC service area for the next two years, if funded by the Legislature.

		Direct/Indirect		
		FY 88-89		
PROJECT ESTIMATED BUDGET:	FEDERAL SHARE	\$	/	%
			Max.	
<u>Indirect cost not allowed</u>	STATE SHARE	\$	17,500 / 0	5 %
	*LOCAL SHARE	\$	335,000 /	95 %
	TOTAL	\$	352,500 /	100 %

EXPLANATION OF LOCAL SHARE: (explain indirect costs, hard-match, in-kind, etc.)

*"Local Share" all federal in origin but under local control

FEMA (through County) \$179,000

CDBG (through County) \$ 42,000

CDBG (through City) \$114,000

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS:
 FINANCE _____ DEPARTMENT X IF DEPT. REPORTS, INDICATE REASONS
 DHS submits fiscal and program reports to State DHR

GRANT DURATION AND FUTURE RATIO: (INDICATE AMOUNT OF COUNTY MATCH PER YEAR)
 March 1, 1989 to June 30, 1989; renewable for up to three years
 No County match required; expands resources available for emergency housing vouchers

ADVANCE REQUESTED X YES _____ NO, IF NOT INDICATE REASON.

Reimbursement contract only

PERSONNEL DETAIL

(Use appropriate County classification with yearly costs.)

FULL TIME

FRINGE

TOTAL

N/A

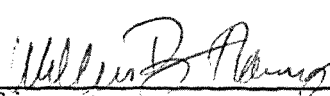
EXPLAIN MATERIALS AND SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS

Pass through payments to Metropolitan Community Action(MCA) to reimburse Red Cross

\$17,500

COMMENTS

GRANT MANAGER

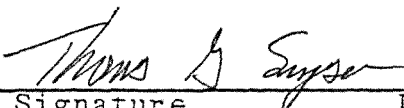


Signature

11/17/89

Date

BUDGET DIVISION



Signature

1/17/89

Date

FINANCE DIVISION




Signature

1/17/89

Date

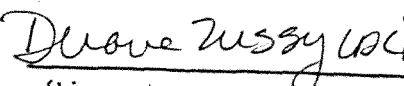
PERSONNEL DIVISION



Signature

Date

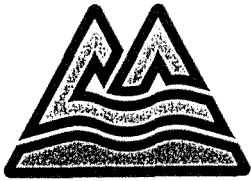
DEPARTMENT DIRECTOR



Signature

1/17/89

Date



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
7th FLOOR J. K. GILL BUILDING
426 S.W. STARK STREET
PORTLAND, OREGON 97204
(503) 248-3782

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

February 13, 1988

Mr. Dexter Henderson
Contracts Manager
313 Public Service Building
Salem, OR 97310

Dear Mr. Henderson,

This proposal from the Multnomah County Department of Human Services for emergency housing (only) is being submitted in response to the Department of Human Resources' "Request for Proposals for Housing Services and Emergency Food" for the Albina Human Resource Center service area. As Chair of the Board of County Commissioners, I have signed this proposal as "an official authorized to bind the proponent or proposer" (RFP p.8) contingent upon the subsequent approval of the Board of County Commissioners. Approval by the Board of a Notice of Intent to submit this proposal is being requested, and your office will be notified when formal Board action has been taken.

If awarded a contract for provision of emergency housing under this RFP, it is the County's intent to integrate these funds and services into the existing countywide system for emergency housing vouchers, as a special fund limited to homeless households referred by DHR agencies in the Albina Human Resources Center (AHRC) through the AHRC Housing Coordinator. Moreover, as the need for emergency housing vouchers in the AHRC service area (approximately \$120,000 per year) far exceeds total funds available through this RFP, it is the County's further intent to voluntarily limit reimbursement requests for emergency housing to a maximum of one-half of the funds available from March 1, 1989, to June 30, 1989, so that the balance could be available for emergency food referrals to other contractors. As this RFP is for approximately \$30,000 - \$35,000, one-half would be \$15,000 - \$17,500.

REFERRALS FOR EMERGENCY HOUSING

The County will accept emergency housing voucher referrals for a homeless individual, couple or family meeting the eligibility criteria of the Emergency Housing Voucher Program and as further specified in the RFP. Per the RFP, referrals must come from one of the Department of Human Resource agencies located in the AHRC, the service boundaries of which are described in the RFP. Per statements made at the Proposers Conference, such referrals will be, and by this proposal must be, channeled through the AHRC Housing Coordinator. The Housing Coordinator will make such referrals to the American Red Cross as the countywide clearinghouse for the Emergency Housing Voucher Program.

DELIVERY OF THE SERVICE

Emergency housing will be provided in a hotel or motel located within the County which is appropriate to the size and needs of the homeless household, i.e. singles in Single Room Occupancies (SRO) and families in motels, whenever possible with kitchen units. As the RFP does not specify standards, such housing must meet the standards of the Emergency Housing Voucher Program. As is the current practice, the AHRC Housing Coordinator will locate the housing and negotiate the housing rate before requesting approval from the Red Cross for an emergency housing voucher. No more than seven days of lodging annually will be provided to a homeless household through these funds (unless, per statements made at the Proposers Conference, DHR has specifically authorized an extension). Per the RFP, this time restriction does not preclude additional emergency housing being provided to the referred household so long as it is paid for from other funds. (Any additional period must be consistent with local voucher program guidelines.)

No household shall receive an emergency housing voucher without a case plan, which as is the current practice shall be reviewed with the Red Cross by the AHRC Housing Coordinator. Per statements at the Proposers Conference, case planning and case management for the homeless household shall be the responsibility of the AHRC Housing Coordinator with the support of AHRC Division staff, and shall not be the responsibility the County as the County will not be reimbursed for that purpose.

PRICE FOR THE SERVICE

It is not possible for the County to pre-specify a unit cost for emergency housing as the housing is provided in private hotels and motels and is dependent on many factors, including where space is available, the size of the household, the length of stay and the willingness of the operator to negotiate over the rate. In any case, as is the current practice, the AHRC Housing Coordinator will be responsible for negotiating the best available rate. Our experience is that rates for singles generally fall in the range of \$35 to \$80 a week and that rates for families generally fall in the range of \$109 to \$180 a week, with occasional exceptions that fall outside of those ranges.

DHR would be billed for reimbursement on the basis of the actual cost of the housing charged by the hotel or motel for referred clients. All funds would be expended on the purchase of direct housing services (a minimum of one night and a maximum of seven nights), and no indirect charges and no administrative overhead for the County, Metropolitan Community Action or American Red Cross would be added to these charges. Per the RFP, DHR would be billed through monthly invoices which include copies of each referral made for emergency housing. This invoice will include a report of the actual housing costs for each referral for which reimbursement is requested. The County would agree not to bill DHR for the same client more often than annually for housing.

The need for one week emergency housing vouchers in the Albina Human Resource Center service area considerably exceeds the resources being made available through this RFP. In 1988, for example, as a result of referrals made by the AHRC Housing Coordinator 668 households containing 1840 individuals were provided 17,844 shelter nights at an approximate cost of \$117,000 in emergency housing vouchers. This translates into \$39,000 for the four month period of this RFP, and considerably exceeds the \$80,000 per year projected to be available for each of the next two years. That is to say, all of the RFP funds and more could be spent on emergency housing. At the same time, the County recognizes the critical importance of making resources available for emergency food referrals for this service area. Consequently, and as a result of consultation with food agencies in the AHRC service area, the County proposes to voluntarily limit emergency housing voucher reimbursement requests for eligible referrals to a maximum of one-half of the funds available through this RFP.

COMPLAINTS

Any complaints concerning services provided under this contract should be made first to the AHRC Housing Coordinator. If such complaints cannot be resolved by the AHRC Coordinator, the complaint would be passed on to the American Red Cross for resolution. If the complainant is dissatisfied with the resolution, an appeal may be made to Metropolitan Community Action as the County's agent for administration of emergency basic needs funds. A final appeal could then be made to the Director of the Department of Human Services acting as the administrator of the contract between DHR and the County.

CONTRACT PROVISIONS

Subject to approval by Multnomah County Counsel, subject to ratification of a contract by the Board of County Commissioners, and subject to the availability of funds to be provided by DHR, the County will accept as proposed contract language the terms and conditions included on pages 16-19 of the RFP, which are attached to this proposal. The County understands that DHR may, at its option, negotiate and extend the contract in 12-month increments for not more than three (3) years.

We look forward to receiving DHR's response to this proposal. In the interim, please contact Bill Thomas, Emergency Basic Needs Coordinator, Department of Human Services, 248-3782, should you have any questions.

Sincerely yours,



Gladys McCoy, Chair
Multnomah County Board of Commissioners

GENERAL PROVISIONS

In addition to contractor responsibilities previously enumerated, any proposal submitted must include, in the Proposer's transmittal letter, a statement in which the contractor accepts all the terms and conditions included in the enclosed proposed contract.

- A. Agreement that the contractor will retain all documents relevant to the Contract for a period of at least three (3) years from the date of termination of the Contract, or until all state and federal audits are completed for the fiscal period, whichever is later. In the event that the Contractor ceases to be the provider of services, all Contract-related documents must be turned over to the Department.
- B. The Contract will contain all the terms and conditions agreed upon by the Department and Contractor and no other understanding, oral or otherwise, regarding the Contract shall be deemed to exist or to bind any of the parties to the Contract. The Contract cannot be altered without written amendment by the Department. The Contractor agrees to provide all necessary information to the Department for subsequent term(s) of the contract.
- C. Agreement to hold the Department and State of Oregon, and its Managers and employees, harmless against claims for personal injuries of any kind which the Contractor, in the performance of the Contract, may suffer, or directly or indirectly may cause to be suffered by any other person or persons. Contractor shall agree to assume the defense of and indemnity and save harmless Department and the State of Oregon, its Managers, and employees, from any and all claims, demands, loss damage, injury, and liability of any kind, nature, and description rising directly or indirectly out of performance of this contract.
- D. Agreement to all of the following provisions of the proposed Contract:

DHR/AHRC
Qualification
December 23, 1988

1. Notwithstanding any other section or provision of this Contract, the Department may terminate this Contract upon written notice to the Contractor at its designated address.
 2. This contract may be terminated for default by written notification if either party breaches this Contract or refuses or fails to perform the services under this Contract or any phase of such services.
 3. Contractor is, for all purposes arising out of this Contract, an independent Contractor, and it shall not be deemed an employee of the Department or the State of Oregon.
 4. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department. The contractor shall not sub-contract any services under this contract, without written approval of the Department.
- E. Department will consider the submission of an offer to constitute agreement by the proposer to all provisions and conditions included in this Qualification.
- F. The required reports shall be those documents specified as required to receive payment for services delivered. Suspension of payment will result, if supporting documents are not attached to the invoice or Purchase Order. No suspension of funds under this provision shall be made without notice to Contractor.
- G. In no event shall any payment by Department hereunder constitute or be construed to be a waiver by Department of any breach of conditions or default which may then exist or, while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

DHR/AHRC
Qualification
December 23, 1988

- H. Proposal, attachments, and agreements hereto embody the Contract between Department and Contractor for the program and its terms and conditions. No verbal agreements or conversations with any Officer, agent, or employee of either party to this Contract shall affect or modify any of the terms or obligations contained in any documents comprising the proposed Contract. Any such verbal agreement shall be considered as unofficial information and in no way binding upon Department.
- I. If any provisions of the proposed Contract are held invalid, the remainder of the Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- J. Confidentiality of Client Information
 - 1. All information as to personal facts and circumstances obtained by the contractor on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, or his or her responsible parent or guardian except as may be required by the Awarding Party, except that nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.
 - 2. The use of disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Contract. Confidentiality policies shall be applied to all requests from outside sources. Department and the Contractor and subcontractor will share information as necessary to effectively serve clients.
 - 3. The Department expects that this contract will be administered through a single individual known as the Contracts Officer.



MULTNOMAH COUNTY OREGON

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BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY •	Chair •	248-3308
PAULINE ANDERSON •	District 1 •	248-5220
GRETCHEN KAFOURY •	District 2 •	248-5219
RICK BAUMAN •	District 3 •	248-5217
POLLY CASTERLINE •	District 4 •	248-5213
JANE McGARVIN •	Clerk •	248-3277

January 26, 1989

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held January 26, 1989, the following action was taken:

Discussion of Ordinance 587 which increases in-)
spection fees for Restaurants)

Michael Zokoych, 1111 SE Sandy Blvd., expressed his view that the ordinance, which has increased inspection fees and set penalties for nonpayment, is unfair because the penalty for non-payment is excessive compared with other penalties for electricians, carpenters, and attorneys. He requested the Board either reduce the penalty or extend the time for payment of the fine.

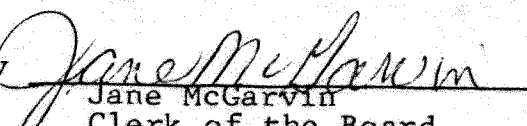
Commissioner Kafoury said she feels it is a heavy penalty, explained this money helps recoup collection costs, and suggested the Board Liaison Commissioner check into the matter.

Commissioner Anderson reported her office has had many telephone calls from restaurant owners, and agreed that either the penalty be reduced or the license fee and penalty be spread over a longer period of time.

Following discussion, the Board agreed the Liaison Commissioner would check into the matter, and keep the Board and Mr. Zokoych informed.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By 
Jane McGarvin
Clerk of the Board

jm
cc: Health Division
Environmental Health Section
Commissioner Casterline
AN EQUAL OPPORTUNITY EMPLOYER

[REDACTED]

[REDACTED]

Date 1-26-89

NAME MICHAEL ZOKOYCA

ADDRESS 1111 SE BANDY BLVD

Street

City 97214

Zip

I wish to speak on Agenda Item # ORD. 587
Subject _____

____ FOR

____ AGAINST

[REDACTED]