ANNOTATED MINUTES

Tuesday, April 18, 2006 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFINGS

Chair Diane Linn convened the meeting at 9:35 a.m., with Vice-Chair Lonnie Roberts and Commissioners Lisa Naito and Maria Rojo de Steffey present, and Commissioner Serena Cruz Walsh excused.

B-1 Mental Health Risk Analysis Briefing. Presented by Dave Boyer, Wendy Lear, Mindy Harris, Rex Surface and Iris Bell. 20 MINUTES REQUESTED.

DAVE BOYER PRESENTATION. MR. BOYER AND REX SURFACE RESPONSE TO BOARD QUESTIONS AND COMMENTS ON ISSUES INCLUDING MONITORING BUDGET AND SERVICES; VERITY GOING TO A FEE FOR SERVICE PAYMENT MODEL; AND EFFORTS TOWARD PROVIDING A CONSISTENT LEVEL OF DIRECT SERVICE AND TREATMENT WHERE THE COUNTY IS A PROVIDER OF MENTAL HEALTHCARE. JOAN RICE AND MR. SURFACE RESPONSE TO QUESTIONS AND COMMENTS OF COMMISSIONER NAITO AND CHAIR LINN REGARDING OREGON HEALTH PLAN STANDARDS AND CONCERN OVER CLIENTS LOSING OR HAVING THEIR HEALTH BENEFITS SUSPENDED PENDING TRIAL AND/OR WHEN THEY ARE INCARCERATED. COMMISSIONER NAITO SUGGESTED THAT A WORK GROUP WITH COUNTY ATTORNEY INVOLVEMENT LOOK INTO OREGON HEALTH PLAN PRACTICES, INCLUDING POSSIBLE VIOLATIONS AND/OR DISCRIMINATION AND REPORT BACK TO THE BOARD. FOLLOWING MR. BOYER'S PRESENTATION, CHAIR LINN AND COMMISSIONER NAITO COMMENTED IN ACKNOWLEDGEMENT AND APPRECIATION OF

THE WORK OF MENTAL HEALTH FINANCIAL REVIEW TEAM MEMBERS DAVE BOYER, MINDY HARRIS, WENDY LEAR, AS WELL AS REX SURFACE AND IRIS BELL.

B-2 Mental Health and Addictions Services Safety Net Briefing. Presented by Rex Surface, Sandy Haffey and David Hidalgo. 10 MINUTES REQUESTED.

NANCY WINTERS, DAVID HIDALGO AND SANDY HAFFEY PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND COMMENTS ON ISSUES INCLUDING CULTURAL COMPETENCY; LINKING CLIENTS TO APPROPRIATE RESOURCES; TRIAGE; MANAGING AND TRACKING INDIGENT FUNDS; COMMISSIONER NAITO'S SUGGESTION TO START TRACKING JAIL TIME IN ADDITION TO HOSPITALIZATION; AND COMMISSIONER'S SUGGESTION, FOLLOWED BY CHAIR LINN'S DIRECTION, THAT STAFF SHARE THIS PRESENTATION WITH THE PORTLAND AND GRESHAM CITY COUNCILS AND STATE LEGISLATORS.

B-3 Fiscal Year 2007-2009 Mental Health and Addiction Services Division Biennial Implementation Plan. Presented by Nancy Winters, Ray Hudson, Sandy Haffey and Godwin Nwerem. 10 MINUTES REQUESTED.

NANCY WINTERS RESPONSE TO BOARD QUESTIONS. STAFF TO IDENTIFY LEGISLATIVE FIXES NOW AND COME BACK IN JUNE OR SO TO UPDATE THE BOARD, AND KEEP BOARD IN THE LOOP REGARDING POSSIBLE SPECIAL SESSION.

There being no further business, the meeting was adjourned at 10:51 a.m.

Tuesday, April 18, 2006 - 10:10 AM
(OR IMMEDIATELY FOLLOWING BOARD BRIEFINGS)
Multnomah Building, First Floor Commissioners Conference Room 112
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

Chair Diane Linn convened the meeting at 10:55 a.m., with Vice-Chair Lonnie Roberts and Commissioners Lisa Naito and Maria Rojo de Steffey present, and Commissioner Serena Cruz Walsh excused.

E-1 The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by Agnes Sowle. 15-30 MINUTES REQUESTED.

EXECUTIVE SESSION HELD.

There being no further business, the meeting was adjourned at 11:27 a.m.

Thursday, April 20, 2006 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

Chair Diane Linn convened the meeting at 9:31 a.m., with Vice Chair Lonnie Roberts and Commissioner Maria Rojo de Steffey present, Commissioner Lisa Naito participating via speakerphone, and Commissioner Serena Cruz Walsh excused.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER ROBERTS, SECONDED BY COMMISSIONER ROJO, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-4) WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF COMMUNITY SERVICES

C-1 Amendment 1 to Expenditure Agreement 4600003756 with the State of Oregon Department of Transportation Regarding the Corbett Hill Road Viaduct Replacement Project

C-2 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to HMH PROPERTIES LLC [Tax Account Number R232067]

RESOLUTION 06-052

C-3 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to HMH PROPERTIES LLC [Tax Account Number R232069]

RESOLUTION 06-053

C-4 RESOLUTION Authorizing Execution of a Contract between Multnomah County, Seller, and CARL & STEPHANIE E. SMITH, Purchasers, for Tax-Foreclosed Property Sold at Public Sale and Deed to Purchasers at Contract Completion

RESOLUTION 06-054

REGULAR AGENDA
PUBLIC COMMENT

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

BARBARA ELLIS COMMENTS REGARDING IMPEACHMENT OF PRESIDENT BUSH AND VICE-PRESIDENT CHENEY. DOTTIE ROSER COMMENTS REGARDING THE WAR IN IRAQ, DEMOCRACY, MAJORITY RULE, AND URGING BOARD TO TELL LAND USE STAFF TO PROCESS ALL MEASURE 37 SUBDIVISION CLAIMS. GEOFF THOMPSON AND ANGELO SIMIONE COMMENTS REGARDING A LAND USE PLANNER AND SHERIFF'S OFFICE CAPTAIN SHOWING UP AT A MEMORIAL SERVICE HELD AT THE VIEWPOINT INN TWO WEEKS AGO, ACCUSING CHAIR LINN AND COMMISSIONER ROBERTS OF ACTING BADLY, AND URGING THE BOARD TO DIRECT LAND USE STAFF NOT TO TELL PEOPLE WHEN THE VIEWPOINT INN WILL BE PERMITTED TO OPEN. CHAIR LINN AND COMMISSIONER ROBERTS RESPONSE. IVONNE RIVERO COMMENTS IN SUPPORT OF FUNDING FOR SUN SCHOOLS.

DISTRICT ATTORNEY'S OFFICE

R-1 PROCLAMATION Proclaiming the Week of April 23, through April 29, 2006 as NATIONAL CRIME VICTIMS' RIGHTS WEEK in Multnomah County, Oregon

COMMISSIONER ROBERTS MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-1. DISTRICT ATTORNEY MIKE SCHRUNK EXPLANATION. MR. SCHRUNK READ PROCLAMATION. CHAIR LINN COMMENTS IN SUPPORT. PROCLAMATION 06-055 UNANIMOUSLY APPROVED.

DEPARTMENT OF COUNTY MANAGEMENT

R-2 RESOLUTION Certifying an Estimate of Expenditures for Fiscal Year 2006-2007 for Assessment and Taxation in Accordance with ORS 294.175

COMMISSIONER ROJO MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-2. KATHY TUNEBURG EXPLANATION. RESOLUTION 06-056 UNANIMOUSLY ADOPTED.

NON-DEPARTMENTAL

R-3 PROCLAMATION Proclaiming April 23rd through April 29, 2006 as Multnomah County Volunteer Week and April 25th as a Special Day of Recognition for Multnomah County Volunteers

COMMISSIONER ROBERTS MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-3. KATHLEEN TODD INTRODUCED CITIZEN INVOLVEMENT COMMITTEE MEMBERS STEVE SCHMUNK, JUNE BASS, KATIE HILL, AUTUMN RAY, AND VI FELDMAN. MR. SCHMUNK READ PROCLAMATION. THE BOARD WAS PRESENTED WITH A CEREMONIAL CHECK FOR VOLUNTEER HOURS. CHAIR LINN COMMENTS IN SUPPORT. PROCLAMATION 06-057 UNANIMOUSLY APPROVED.

R-4 PROCLAMATION Proclaiming the Accomplishments of the Multnomah Education Service District's 2006 Academic All-Stars

COMMISSIONER ROJO MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-4. MARK SOLENICK EXPLANATION, ADVISING THIS IS THE 23RD YEAR THE DISTRICT HAS HELD THIS EVENT. MR. SOLENICK INTRODUCED TIFNI ROBERTS AND MEG KILLNER FROM THE DISTRICT AND AT THE BOARD'S REQUEST FIVE PARKROSE STUDENTS HONORED FOR ACADEMIC AND COMMUNITY ACHIEVEMENT INTRODUCED THEMSELVES: GORDON KUALI, JUNIOR, FOR LANGUAGE ARTS; LAUREN FORBES, JUNIOR, FOR LANGUAGE ARTS; LAUREN BROSS, JUNIOR, FOR MATHEMATICS; CHIN SE CHUNG, FOR VISUAL ARTS; AND OSMOND, FOR MATHEMATICS. COMMISSIONER ROBERTS AND CHAIR LINN EXPRESSED THEIR APPRECIATION TO THE STUDENTS. PROCLAMATION 06-058 UNANIMOUSLY APPROVED.

R-5 RESOLUTION Endorsing the Central Eastside Stakeholders Committee Recommendation and Requesting that the Portland Development Commission Concentrate Urban Renewal Funding on Projects that Provide Economic Development, Job Growth, Job Retention, and Special Needs Housing

COMMISSIONER ROJO MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-5. DOUG BUTLER EXPLANATION. CHAIR LINN COMMENTS IN APPRECIATION FOR THE EFFORTS OF STAFF. RESOLUTION 06-059 UNANIMOUSLY ADOPTED.

HOSPITAL FACILITIES AUTHORITY

(Recess as the Multnomah County Board of Commissioners and convene as the Hospital Facilities Authority of Multnomah County, Oregon)

R-7 RESOLUTION Adopting Amended Rules and Bylaws of The Hospital Facilities Authority of Multnomah County

COMMISSIONER ROBERTS MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-7. DAVE BOYER EXPLANATION.

RESOLUTION 06-1 [06-060] UNANIMOUSLY ADOPTED.

(Adjourn as the Hospital Facilities Authority of Multnomah County, Oregon and reconvene as Multnomah County Board of Commissioners)

R-6 Report on Outcomes, Court Appearance Notification System. Presented by Matt Nice and Judy Shiprack. 30 MINUTES REQUESTED.

COMMISSIONER NAITO COMMENTS AND INTRODUCTIONS. JUDY SHIPRACK AND MATTHEW NICE PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND COMMENTS ON ISSUES INCLUDING KEEPING FAILURE TO APPEAR INDIVIDUALS OUT OF JAIL TO SAVE JAIL BEDS FOR HIGHER LEVEL OF SAFETY OFFENDERS; THE ADDITION OF TELEPHONE AND CELL PHONE NOTIFICATION; AND THE ADDITION OF NOTIFICATION MESSAGES IN SPANISH.

DEPARTMENT OF COMMUNITY SERVICES

R-8 First Reading and Possible Adoption of an ORDINANCE Amending County Land Use Code, Plans and Maps to Adopt Portland's Recent Land Use Code, Plan and Map Revisions Related to the Adoption and Implementation of the Regulatory Improvement Package 1 and Living Smart Code Amendments in Compliance with Metro's Functional Plan and Declaring an Emergency

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER ROJO MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF FIRST READING AND ADOPTION. KAREN SCHILLING EXPLANATION. NO ONE WISHED TO TESTIFY. ORDINANCE 1073 UNANIMOUSLY ADOPTED.

R-9 PUBLIC HEARING to Consider and Possibly Act Upon a Measure 37 Claim Filed by Albert and Deane Dilnik Seeking a Waiver of Land Use Rules that Allow them to Transfer to a Third Party the Right to Construct Homes on Three Existing Lots that they Own. Presented by Adam Barber and Sandra Duffy. 30 MINUTES REQUESTED.

UPON MOTION OF COMMISSIONER ROJO, SECONDED BY COMMISSIONER NAITO, THAT AGENDA ITEM R-9 BE CONTINUED FOR A PUBLIC HEARING TO THURSDAY, MAY 18, 2006, AT A TIME CERTAIN OF APPROXIMATELY 9:35 AM. COMMISSIONER ROJO STATED THAT THE CLAIMANTS HAVE MADE A SUBSTANTIAL CHANGE TO THEIR BALLOT MEASURE 37 CLAIM INDICATING THAT THEY DO NOT INTEND TO TRANSFER THEIR PROPERTY AND WILL DEVELOP THE PROPERTY THEMSELVES. THE STAFF NEEDS TO REASSESS THE APPLICATION IN THAT LIGHT. NEW NOTICE WILL ALSO BE GIVEN TO THOSE ENTITLED TO NOTICE. THE HEARING WAS UNANIMOUSLY CONTINUED TO 9:35 AM, THURSDAY, MAY 18, 2006.

DEPARTMENT OF COMMUNITY JUSTICE

R-10 Budget Modification DCJ-29 Appropriating $21,690 in State of Oregon Funds from Oregon Youth Authority to Provide Residential Sex Offender Treatment to a 17 Year Old Male Youth from Polk County **[Continued from April 13, 2006]**

R-11 Intergovernmental Expenditure Agreement 0506100 with the Oregon Youth Authority, Providing Residential Sex Offender Treatment to a 17 Year Old Male Youth from Polk County **[Continued from April 13, 2006]**

UPON MOTION OF COMMISSIONER ROJO, SECONDED BY COMMISSIONER ROBERTS, R-10 AND R-11 WERE UNANIMOUSLY POSTPONED INDEFINITELY.

There being no further business, the meeting was adjourned at 10:48 a.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad

Multnomah County Oregon

Board of Commissioners & Agenda

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BOARD OF COMMISSIONERS

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REVISED

APRIL 18 & 20, 2006 BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Tuesday Mental Health Risk Analysis Briefing
Pg 2	9:50 a.m. Tuesday Mental Health and Addictions Services Safety Net Briefing
Pg 2	10:00 a.m. Tuesday Mental Health and Addiction Services Biennial Implementation Plan
Pg 3	9:30 a.m. Thursday Opportunity for Public Comment on Non-Agenda Matters
Pg 4	9:50 a.m. Thursday Resolution Endorsing the Central Eastside Stakeholders Committee Recommendation
Pg 4	10:30 a.m. Thursday Public Hearing to Consider and Possibly Act Upon a Measure 37 Claim Filed by Albert and Deane Dilnik

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B-2 Mental Health and Addictions Services Safety Net Briefing. Presented by Rex Surface, Sandy Haffey and David Hidalgo. 10 MINUTES REQUESTED.

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Thursday, April 20, 2006 - 9:30 AM
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REGULAR MEETING

CONSENT CALENDAR - 9:30 AM
DEPARTMENT OF COMMUNITY SERVICES

C-1 Amendment 1 to Expenditure Agreement 4600003756 with the State of Oregon Department of Transportation Regarding the Corbett Hill Road Viaduct Replacement Project

C-2 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to HMH PROPERTIES LLC [Tax Account Number R232067]

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

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

DISTRICT ATTORNEY'S OFFICE - 9:30 AM

R-1 PROCLAMATION Proclaiming the Week of April 23, through April 29, 2006 as NATIONAL CRIME VICTIMS' RIGHTS WEEK in Multnomah County, Oregon

DEPARTMENT OF COUNTY MANAGEMENT - 9:35 AM

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R-6 Report on Outcomes, Court Appearance Notification System. Presented by Matt Nice and Judy Shiprack. 30 MINUTES REQUESTED.

HOSPITAL FACILITIES AUTHORITY - 10:20 AM

(Recess as the Multnomah County Board of Commissioners and convene as the Hospital Facilities Authority of Multnomah County, Oregon)

R-7 RESOLUTION Adopting Amended Rules and Bylaws of The Hospital Facilities Authority of Multnomah County

(Adjourn as the Hospital Facilities Authority of Multnomah County, Oregon and reconvene as Multnomah County Board of Commissioners)

DEPARTMENT OF COMMUNITY SERVICES - 10:25 AM

R-8 First Reading and Possible Adoption of an ORDINANCE Amending County Land Use Code, Plans and Maps to Adopt Portland's Recent Land Use Code, Plan and Map Revisions Related to the Adoption and Implementation of the Regulatory Improvement Package 1 and Living Smart Code Amendments in Compliance with Metro's Functional Plan and Declaring an Emergency

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DEPARTMENT OF COMMUNITY JUSTICE - 11:00 AM

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Commissioner Serena Cruz Walsh, District 2

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(503) 988-5440 fax
www.co.multnomah.or.us/cc/ds2/
Serena@co.multnomah.or.us

MEMORANDUM

TO: Chair Diane Linn
Commissioner Maria Rojo de Steffey
Commissioner Lisa Naito
Commissioner Lonnie Roberts
Clerk of the Board Deb Bogstad

FROM: Tara Bowen-Biggs
Staff to Commissioner Serena Cruz Walsh

DATE: April 13, 2006

RE: April 20, 2006 Board Meeting

Commissioner Cruz Walsh will not attend the April 20, 2006 Board Meeting. She will be out of town.

MULTNOMAH COUNTY OREGON

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

LISA NAITO • DISTRICT 3 COMMISSIONER

MEMORANDUM

TO: Chair Diane Linn
Commissioner Maria Rojo de Steffey
Commissioner Serena Cruz
Commissioner Lonnie Roberts
Board Clerk Deb Bogstad

FROM: Terri Naito
Staff to Commissioner Lisa Naito

DATE: April 19, 2006

RE: Board meeting absence

Commissioner Naito will not be able to attend the Board of County Commissioner's meeting Thursday, April 20, 2006 as she will be attending the 73rd Oregon Legislative Assembly Special Session in Salem, but she plans on participating and voting by phone.

Thank you.

MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST

Board Clerk Use Only	
Meeting Date:	04/20/06
Agenda Item #:	C-1
Est. Start Time:	9:30 AM
Date Submitted:	03/21/06

BUDGET MODIFICATION: -

Agenda Title:	**Amendment 1 to Expenditure Agreement 4600003756 with the State of Oregon Department of Transportation Regarding the Corbett Hill Road Viaduct Replacement Project**

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

Date Requested:	April 20, 2006	**Time Requested:**	Consent Calendar
Department:	Community Services		Land Use & Trans Program
Contact(s):	Harold Maxa		
Phone:	(503) 988-5050 **Ext.** 29627	**I/O Address:**	455
Presenter(s):	N/A		

General Information

1. **What action are you requesting from the Board?**

   The Department of Community Services-Land Use and Transportation Program recommends approval of Amendment No. 1 to the 2001 Oregon Transportation Investment Act Agreement (OTIA) concerning Corbett Hill Road Viaduct (Br. # 51C11) to revise completion dates.

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

   This project was scheduled to be constructed in 2005 but was postponed until the end of 2006 as it was necessary to re-bid the project due to the receipt of high bids in 2005.

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

   There is no fiscal impact due to this amendment.

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

   There are no new legal and/or policy issues due to this amendment.

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

Multnomah County has held a community meeting and utilized direct mailings to inform the public of this project. Additional public notification is planned before construction begins.

Required Signatures

Department/ Agency Director: M. Cecilia Johnson **Date:** 03/16/06

Budget Analyst: _____ **Date:** _____

Department HR: _____ **Date:** _____

Countywide HR: _____ **Date:** _____

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 4600003756

Pre-approved Contract Boilerplate (with County Attorney signature) ☒Attached ☐Not Attached Amendment #: 1

CLASS I	CLASS II	CLASS III A
Contracts $75,000 and less per 12 month period	Contracts over $75,000 per 12 month period	☐ Government Contracts (190 Agreement)
☐ Professional Services Contracts ☐ PCRB Contracts ☐ Maintenance Agreements ☐ Licensing Agreements ☐ Public Works Construction Contracts ☐ Architectural & Engineering Contracts ☐ Revenue Contracts ☐ Grant Contracts ☐ Non-Expenditure Contracts	☐ Professional Services Contracts ☒ PCRB Contracts ☐ Maintenance Agreements ☐ Licensing Agreements ☐ Public Works Construction Contracts ☐ Architectural & Engineering Contracts ☐ Revenue Contracts ☐ Grant Contracts ☐ Non-Expenditure Contracts	☒ Expenditure ☐ Non-Expenditure ☐ Revenue **CLASS III B** ☒ Government Contracts (Non-190 Agreement) ☒ Expenditure ☐ Non-Expenditure ☐ Revenue ☐ Interdepartmental Contracts

Department: Community Services Division: Land Use & Trans Program Date: 3/16/06
Originator: Harold Maxa Phone: x29627 Bldg/Rm: 455/Annex
Contact: Cathey Kramer Phone: x22589 Bldg/Rm: 455/Annex

Description of Contract: Amendment No. 1 to Intergovernmental Agreement No. 19,473 with ODOT for replacement of the Corbett Hill Viaduct (Br. #51C11) under the 2001 Oregon Transportation Investment Act (OTIA) Program. The purpose of Amendment No. 1 is to revise the completion dates, and there will be no additional expenditure as a result of the amendment.

RENEWAL: ☐ PREVIOUS CONTRACT #(S):
RFP/BID: RFP/BID DATE:
EXEMPTION #: ORS/AR #:
EFFECTIVE DATE: EXPIRATION DATE:
CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# or ☐ Self Cert ☐ Non-Profit ☒ N/A *(Check all boxes that apply)*

Contractor	Oregon Department of Transportation - Region 1
Address	123 NW Flanders St.
City/State	Portland OR
ZIP Code	97209-4037
Phone	(503) 731-8277 (Devorah Hannah-Contr/Agrmt Unit)
Employer ID# or SS#	N/A
Contract Effective Date	11/21/02 Term Date 1/19/08
Amendment Effect Date	5/1/06 New Term 1/19/08

Remittance address *(If different)*

Payment Schedule / Terms
☐ Lump Sum $ ☐ Due on Receipt
☐ Monthly $ ☐ Net 30
☒ Other $ Invoice ☐ Other

Original Contract Amount	$240,000.00
Total Amt of Previous Amendments	$0
Amount of Amendment	$0
Total Amount of Agreement $	$240,000.00

☐ Requirements Funding Info:

Original Requirements Amount	$
Total Amt of Previous Amendments	$
Requirements Amount Amendment	$
Total Amount of Requirements	$

REQUIRED SIGNATURES:

Department Manager	M. Celia Johnson	DATE
Purchasing Manager		DATE
County Attorney	Matthew O. Ryan	DATE 3/20/06
County Chair	Diane M. Linn	DATE 04/20/06
Sheriff		DATE
Contract Administration		DATE

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 04-20-06
DEBORAH L. BOGSTAD, BOARD CLERK

COMMENTS: WBS ROADCPC0404D300

Misc. Contracts & Agreements
No. 19,473

AMENDMENT NO. 1
2001 OREGON TRANSPORTATION INVESTMENT ACT AGREEMENT
Corbett Hill Road Viaduct (Br. # 51C11)

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as "ODOT", and MULTNOMAH COUNTY, a municipal subdivision of the State of Oregon, acting by and through its elected officials hereinafter referred to as "Agency", entered into an Agreement on December 2, 2002. Said Agreement covers Agency's OTIA Project to replace the Corbett Hill Road Viaduct structure.

It has now been determined by ODOT and Agency that the Agreement referenced above, although remaining in full force and effect, shall be amended to revise the Project's key milestones and dates for the Project.

Paragraph 3 of Recitals, Page 1, which reads:

3. By the authority granted in ORS 190.110, 366.770 and 366.775, state agencies may enter into cooperative agreements with counties, cities and units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform."

Shall be deleted in its entirety and amended to read:

3. By the authority granted in ORS 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.

Paragraph 1 of Agency Obligations, Page 2, which reads:

1. Agency, or its consultant, shall conduct the necessary engineering and design work required to produce final plans, specifications and cost estimates; obtain all right-of-way, if any, required for Project in compliance with ORS 281.060, ORS 35.346, including certification by the Agency, or by its consultant on behalf of Agency; obtain all required permits; arrange for all utility relocations or reconstruction, if any, required for Project in compliance with the standards in Agency Obligations, Paragraph 13; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid documents; advertise and award all contracts; provide Project management services; and other necessary functions for administration of the contract.

Shall be deleted in its entirety and amended to read:

1. Agency, or its consultant, shall conduct the necessary engineering and design work required to produce final plans, specifications and cost estimates; obtain all right-of-way, if any, required for Project in compliance with ORS 35.510; ORS 35.346, and the State of Oregon Right of Way Manual; obtain all required permits; arrange for all utility relocations or reconstruction, if any, required for Project in compliance with the standards in Agency Obligations 13; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid documents; advertise and award all contracts; provide project management services; and other necessary functions for administration of the contract.

Paragraph 4a-e of Agency Obligations, Pages 3-4, which reads:

4 a. Agency shall submit documentation to ODOT's Project Liaison that shows that Agency has met Project key milestones. The Project key milestones, dates, and required documentation are shown below:

Right of Way Acquisition: October 13, 2004
Documentation: Letter from Agency's legal counsel certifying that 1) the right of way needed for the project has been obtained and 2) the right-of-way acquisition has been completed in accordance with those certain right of way requirements contained in Agency Obligations, paragraph 1, of this agreement.

Land Use Permits: October 13, 2004
Documentation: Letter from Agency indicating that all Land Use Permits required for final design have been obtained.

Final Plans / Biddable Engineering Documents: October 13, 2004
Documentation: A copy of completed Project plans, specifications and cost estimates.

Contract Advertisement and Award: January 19, 2005
Documentation: A copy of the Award of Contract submitted to the Bureau of Labor and Industries.

Construction Completion: January 18, 2006
Documentation: A letter from Agency indicating that construction is substantially complete.

Project Completion: January 23, 2006
Documentation: Letter from Agency indicating that the Project is complete and open to traffic, accompanied by Agency's final billing to ODOT.

b. If the Agency does not meet a Project milestone date within one month of the date specified in Agency Obligations, Paragraph 4.a, reimbursement of Agency's Project expense shall be

changed to one-half of the rate specified in ODOT's Obligation's, Paragraph 1, until such time as the Project has completed the milestone and Project is back on schedule.
c. Immediately upon missing a milestone date, Agency and ODOT shall establish a project review team including Agency's Project Liaison and ODOT's Project Liaison, at a minimum, and may include such other members as are deemed necessary. The project review team shall determine (a) if failure to complete the milestone in question will jeopardize successful completion of Project, (b) what steps must be taken by Agency to ensure successful completion of Project, and (c) revise the Project schedule, if changes are required.
d. In the event that the Project schedule itemized in Agency Obligations 4.a. is revised pursuant to Agency Obligation 4.c, the Agency's Project Liaison and
ODOT's Project Liaison shall reduce the revision to writing. The Agency's Project Liaison and ODOT's Project Liaison shall incorporate the revised schedule into the intergovernmental agreement by entering into a formal amendment to this agreement.
e. When the Project is back on schedule according to the milestones set out in Agency Obligations 4.a., including a revised schedule adopted by formal amendment, Agency shall receive any funds withheld by ODOT under the provisions of Paragraph 1.b. of ODOT's Obligations.

Shall be deleted in its entirety and amended to read:

4 a. Agency shall submit documentation to ODOT's Project Liaison that shows that Agency has met Project key milestones. The Project key milestones, dates, and required documentation are shown below:

Right of Way Acquisition: October 13, 2004
Documentation: Letter from Agency's legal counsel certifying that 1) the right of way needed for the project has been obtained and 2) the right-of-way acquisition has been completed in accordance with those certain right of way requirements contained in Agency Obligations, paragraph 1, of this agreement.

Land Use Permits: October 13, 2004
Documentation: Letter from Agency indicating that all Land Use Permits required for final design have been obtained.

Final Plans / Biddable Engineering Documents: February 28, 2006
Documentation: A copy of completed Project plans, specifications and cost estimates.

Contract Advertisement and Award: May 28, 2006
Documentation: A copy of the Award of Contract submitted to the Bureau of Labor and Industries.

Construction Completion: November 30, 2006
Documentation: A letter from Agency indicating that construction is substantially complete.

Project Completion: January 31, 2007
Documentation: Letter from Agency indicating that the Project is complete and open to traffic, accompanied by Agency's final billing to ODOT.

b. If the Agency does not meet a Project milestone date within one month of the date specified in Agency Obligations, Paragraph 4.a, reimbursement of Agency's Project expense shall be changed to one-half of the rate specified in ODOT's Obligation's, Paragraph 1, until such time as the Project has completed the milestone and Project is back on schedule.
c. Immediately upon missing a milestone date, Agency and ODOT shall establish a project review team including Agency's Project Liaison and ODOT's Project Liaison, at a minimum, and may include such other members as are deemed necessary. The project review team shall determine (a) if failure to complete the milestone in question will jeopardize successful completion of Project, (b) what steps must be taken by Agency to ensure successful completion of Project, and (c) revise the Project schedule, if changes are required.
d. In the event that the Project schedule itemized in Agency Obligations 4.a. is revised pursuant to Agency Obligation 4.c, the Agency's Project Liaison and
ODOT's Project Liaison shall reduce the revision to writing. The Agency's Project Liaison and ODOT's Project Liaison shall incorporate the revised schedule into the intergovernmental agreement by entering into a formal amendment to this agreement.
e. When the Project is back on schedule according to the milestones set out in Agency Obligations 4.a., including a revised schedule adopted by formal amendment, Agency shall receive any funds withheld by ODOT under the provisions of Paragraph 1.b. of ODOT's Obligations.

Paragraph 8 of Agency Obligations, Page 4, which reads:

8. Agency agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which hereby are incorporated by reference.

Shall be deleted in its entirety and amended to read:

8. Agency agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, which hereby are incorporated by reference.

Paragraph 15 of Agency Obligations, Page 5, shall be renumbered to be paragraph 15A.

Insert new Paragraph 15B of Agency Obligations, Page 5, to read as follows:

15B. Notwithstanding the foregoing defense obligations under paragraph 14 above, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the

State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency is prohibited from defending the State of Oregon, or that Agency is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Agency if the State of Oregon elects to assume its own defense.

Paragraph 2 C of General Provisions, Page 7, which reads:

2 C. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement.

Shall be deleted in its entirety and amended to read:

2 C. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

Insert new Paragraph 5 of General Provisions, Page 8, to read as follows:

5. Except as expressly amended above, all other terms and conditions of the Agreement are still in full force and effect.

Insert new Paragraph 6 of General Provisions, Page 8, to read as follows:

6. This Agreement may be executed in several counterparts [facsimile or otherwise] all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

The Oregon Transportation Commission approved this Project on January 16, 2002.

Agreement No. 19,473-1
Multnomah County

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

The Director on January 31, 2002, approved Subdelegation Order No. 2, which grants authority to the Deputy Director for the Oregon Transportation Investment Act to approve and execute agreements over $75,000 when the work is related to a project included in the Statewide Transportation Improvement Program, in the Oregon Transportation Investment Act project list, or in the approved biennial budget.

Multnomah County, by and through its Elected Officials

By _____
Chair

Date April 20, 2006

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Agency Counsel

Date 3/20/06

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 04-20-06
DEBORAH L. BOGSTAD, BOARD CLERK

STATE OF OREGON, by and through its Department of Transportation

By _____
Deputy Director for Oregon Transportation Investment Act

Date _____

APPROVAL RECOMMENDED

By _____
Interim Region Manager

Date 3-13-06

APPROVED AS TO LEGAL SUFFICIENCY.

By _____
Assistant Attorney General

Date: _____

MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST

Board Clerk Use Only	
Meeting Date:	04/20/06
Agenda Item #:	C-2
Est. Start Time:	9:30 AM
Date Submitted:	03/27/06

BUDGET MODIFICATION: -

Agenda Title: **RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to HMH PROPERTIES LLC [Tax Account Number R232067]**

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

Date Requested:	April 20, 2006			**Time Requested:**	Consent Item
Department:	Community Services			**Division:**	Tax Title
Contact(s):	Gary Thomas				
Phone:	503-988-3590	**Ext.**	22591	**I/O Address:**	503/4/TT
Presenter(s):	Gary Thomas				

General Information

1. **What action are you requesting from the Board?**

   The Tax Title Section is requesting the Board to approve the private sale of a tax foreclosed property to HMH PROPERTIES LLC.

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

   The subject property is a small strip that came into county ownership through the foreclosure of delinquent tax liens on September 26, 2000. The strip is approximately 0.9' x 65' and contains approximately 58 square feet. It is located between 5805 SE Mall St and 5815 SE Mall St. The original plat of Overton Park, where the parcel is located, included the 0.9' in the dimension of the lot. It appears that somewhere in a past transaction the strip was left off a legal description We propose to sell the strip to the owner of 5815 SE Mall St.

   The attached plat map, Exhibit A, shows the location of the strip. Exhibit B, an aerial photo, shows the parcel in relation to the adjacent properties.

   Although no written confirmation was received from the City of Portland, the Tax Title Division is confident that the size and shape of the property, approximately 58 sq.ft. make it unsuitable for the

construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.

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

   The Private Sale will allow for the recovery of most of the delinquent taxes, fees and expenses (see Exhibit C).

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

   No legal issues are expected. The parcel will be sold "As Is" without guarantee of clear title.

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

   No citizen or government participation is anticipated.

EXHIBIT A

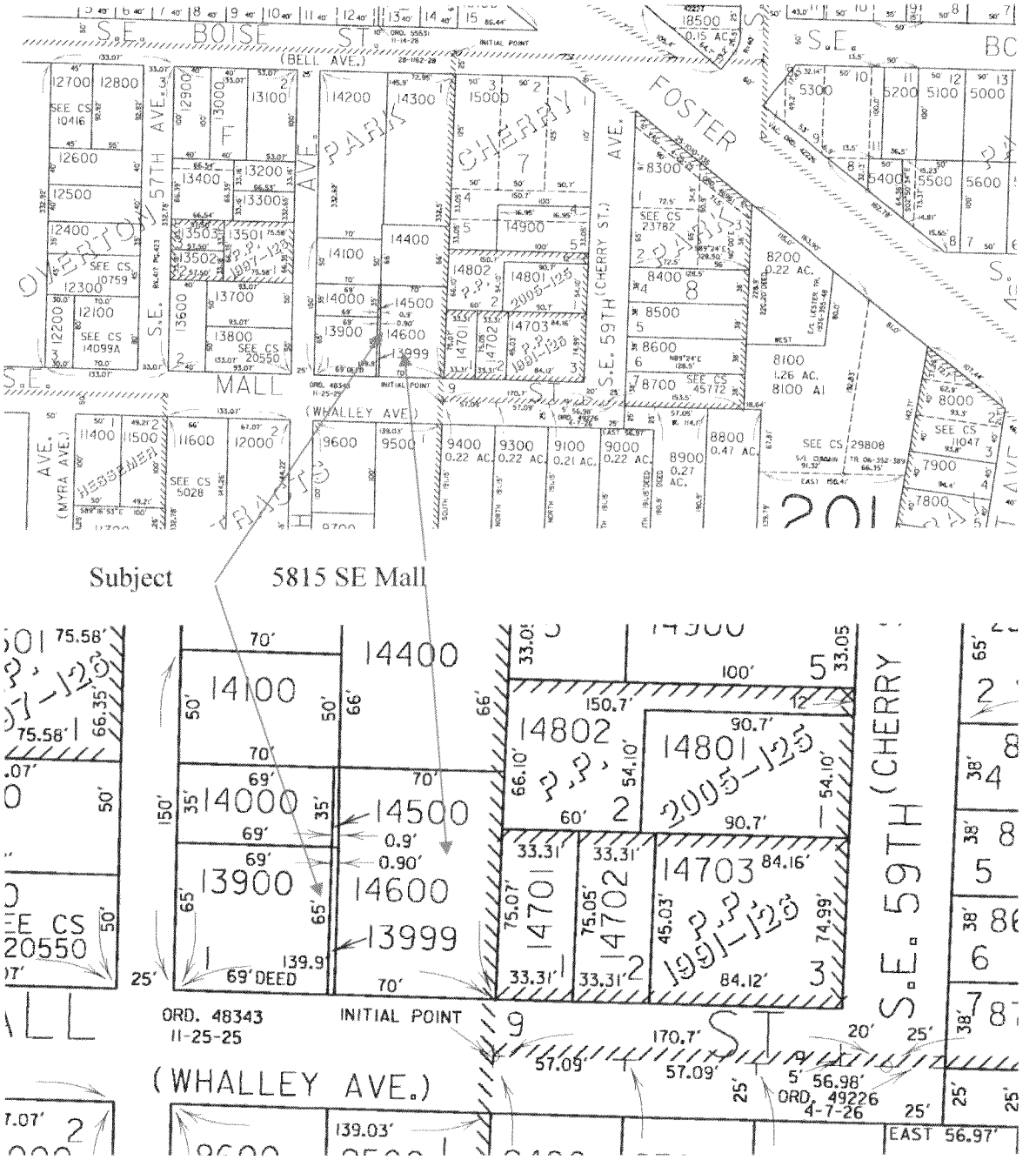
S.E. BOISE ST
(BELL AVE.)
S.E. 57TH AVE.
PARK AVE.
CHERRY
FOSTER
S.E. 59TH (CHERRY ST.)
S.E. MALL
(WHALLEY AVE)
(MYRA AVE.)
Subject
5815 SE Mall
14400
14100
14000
14500
13900
14600
13999
14802
14801
2005-125
14703
1991-123
14701
14702
ORD. 48343
11-25-25
INITIAL POINT
(WHALLEY AVE.)
S.E. 59TH (CHERRY
ORD. 49226
4-7-26
EAST 56.97'

EXHIBIT B

EXHIBIT C
PROPOSED PROPERTY LISTED FOR PRIVATE SALE
FISCAL YEAR 2005-06

LEGAL DESCRIPTION:

Lot 1, Block F, Overton Park, Except West 69 feet and Except East 70 feet.

ADJACENT PROPERTY ADDRESS:	5815 SE Mall St
TAX ACCOUNT NUMBER:	R232067
GREENSPACE DESIGNATION:	No designation
SIZE OF PARCEL:	Approximately 58 square feet
ASSESSED VALUE:	$100.00

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE

BACK TAXES & INTEREST:	$16.86
TAX TITLE MAINTENANCE COST & EXPENSES:	$50.00
RECORDING FEE:	$26.00
SUB-TOTAL	$92.86
MINIMUM PRICE REQUEST OF PRIVATE SALE	$76.00

Required Signatures

Department/ Agency Director: **Date:** 03/23/06

Budget Analyst: _____ **Date:** _____

Department HR: _____ **Date:** _____

Countywide HR: _____ **Date:** _____

BOGSTAD Deborah L

From: GRACE Becky J
Sent: Monday, March 27, 2006 10:32 AM
To: BOGSTAD Deborah L
Subject: FW: April 20 Agenda Documents Private Sale to HMH Properties

Private Sale R232067

-----Original Message-----
From: CREAN Christopher D
Sent: Thursday, March 23, 2006 3:02 PM
To: GRACE Becky J
Subject: RE: April 20 Agenda Documents Private Sale to HMH Properties

Becky –

I have reviewed the resolution and deed for the private sale to HMH Properties and they may be circulated for signature as proposed. Thanks.

- Chris

> -----Original Message-----
> **From:** GRACE Becky J
> **Sent:** Thursday, March 23, 2006 12:23 PM
> **To:** CREAN Christopher D
> **Subject:** April 20 Agenda Documents Private Sale to HMH Properties
>
> Hi Chris,
> Attached for your review and approval are the April 20 Agenda documents for the HMH Properties Private Sale.
> Thanks,
>
> Becky Grace
> **Multnomah County Tax Title**
> **PO Box 2716**
> **Portland OR 97208**
> **503-988-3590**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing the Private Sale of a Tax Foreclosed Property to HMH PROPERTIES LLC [Tax Account Number R232067]

The Multnomah County Board of Commissioners Finds:

a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent real property taxes.

b. The property has an assessed value of $100 on the County's current tax roll.

c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 58 square feet, make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.

d. HMH PROPERTIES LLC has agreed to pay $76, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

1. Upon Tax Title's receipt of the payment of $76, the Chair on behalf of Multnomah County is authorized to execute a Bargain and Sale deed conveying to HMH PROPERTIES LLC, the following described real property in Multnomah County, Oregon:

Lot 1, Block F, Overton Park, Except West 69 feet and Except East 70 feet.

ADOPTED this 20th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

_____
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By_____
Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements
Shall be sent to the following address:
HMH PROPERTIES LLC
787 SW STEPHENSON CT
PORTLAND OR 97219

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE
503/4

Bargain and Sale Deed D062053 for R232067

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HMH PROPERTIES LLC, Grantee, the following described real property in Multnomah County, Oregon:

Lot 1, Block F, Overton Park, Except West 69 feet and Except East 70 feet.

The true consideration for this conveyance is $76.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 20th day of April 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

_____
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By_____
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 20th day of April 2006, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

_____
Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/09

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 06-052

Authorizing the Private Sale of a Tax Foreclosed Property to HMH PROPERTIES LLC [Tax Account Number R232067]

The Multnomah County Board of Commissioners Finds:

a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent real property taxes.

b. The property has an assessed value of $100 on the County's current tax roll.

c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 58 square feet, make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.

d. HMH PROPERTIES LLC has agreed to pay $76, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

1. Upon Tax Title's receipt of the payment of $76, the Chair on behalf of Multnomah County is authorized to execute a Bargain and Sale deed conveying to HMH PROPERTIES LLC, the following described real property in Multnomah County, Oregon:

Lot 1, Block F, Overton Park, Except West 69 feet and Except East 70 feet.

ADOPTED this 20th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements
Shall be sent to the following address:
HMH PROPERTIES LLC
787 SW STEPHENSON CT
PORTLAND OR 97219

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE
503/4

Bargain and Sale Deed D062053 for R232067

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HMH PROPERTIES LLC, Grantee, the following described real property in Multnomah County, Oregon:

Lot 1, Block F, Overton Park, Except West 69 feet and Except East 70 feet.

The true consideration for this conveyance is $76.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 20th day of April 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 20th day of April 2006, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/09

Until a change is requested, all tax statements
Shall be sent to the following address:
HMH PROPERTIES LLC
787 SW STEPHENSON CT
PORTLAND OR 97219

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE
503/4

Bargain and Sale Deed D062053 for R232067

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HMH PROPERTIES LLC, Grantee, the following described real property in Multnomah County, Oregon:

Lot 1, Block F, Overton Park, Except West 69 feet and Except East 70 feet.

The true consideration for this conveyance is $76.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 20th day of April 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 20th day of April 2006, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

OFFICIAL SEAL
DEBORAH LYNN BOGSTAD
NOTARY PUBLIC-OREGON
COMMISSION NO. 392621
MY COMMISSION EXPIRES JUNE 27, 2009

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/09

MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST

Board Clerk Use Only	
Meeting Date:	04/20/06
Agenda Item #:	C-3
Est. Start Time:	9:30 AM
Date Submitted:	03/27/06

BUDGET MODIFICATION: -

Agenda Title:	**RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to HMH PROPERTIES LLC [Tax Account Number R232069]**

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

Date Requested:	April 20, 2006			**Time Requested:**	Consent Item
Department:	Community Services			**Division:**	Tax Title
Contact(s):	Gary Thomas				
Phone:	503-988-3590	**Ext.**	22591	**I/O Address:**	503/4/TT
Presenter(s):	Gary Thomas				

General Information

1. **What action are you requesting from the Board?**

   The Tax Title Section is requesting the Board to approve the private sale of a tax foreclosed property to HMH PROPERTIES LLC.

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

   The subject property is a small strip that came into county ownership through the foreclosure of delinquent tax liens on April 28, 1961. The strip is approximately 0.9' x 35' and contains approximately 31 square feet. It is located between 4314 SE 58th Ave and 5815 SE Mall St. The original plat of Overton Park, where the parcel is located, included the 0.9' in the dimension of the lot. It appears that somewhere in a past transaction the strip was left off a legal description. We propose to sell the strip to the owner of 5815 SE Mall St.

   The attached plat map, Exhibit A, shows the location of the strip. Exhibit B, an aerial photo, shows the parcel in relation to the adjacent properties.

   Although no written confirmation was received from the City of Portland, the Tax Title Division is confident that the size and shape of the property, approximately 31 sq.ft. make it unsuitable for the

construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.

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

   The Private Sale will allow for the recovery of the delinquent taxes, fees and expenses (see Exhibit C).

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

   No legal issues are expected. The parcel will be sold "As Is" without guarantee of clear title.

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

   No citizen or government participation is anticipated.

EXHIBIT A

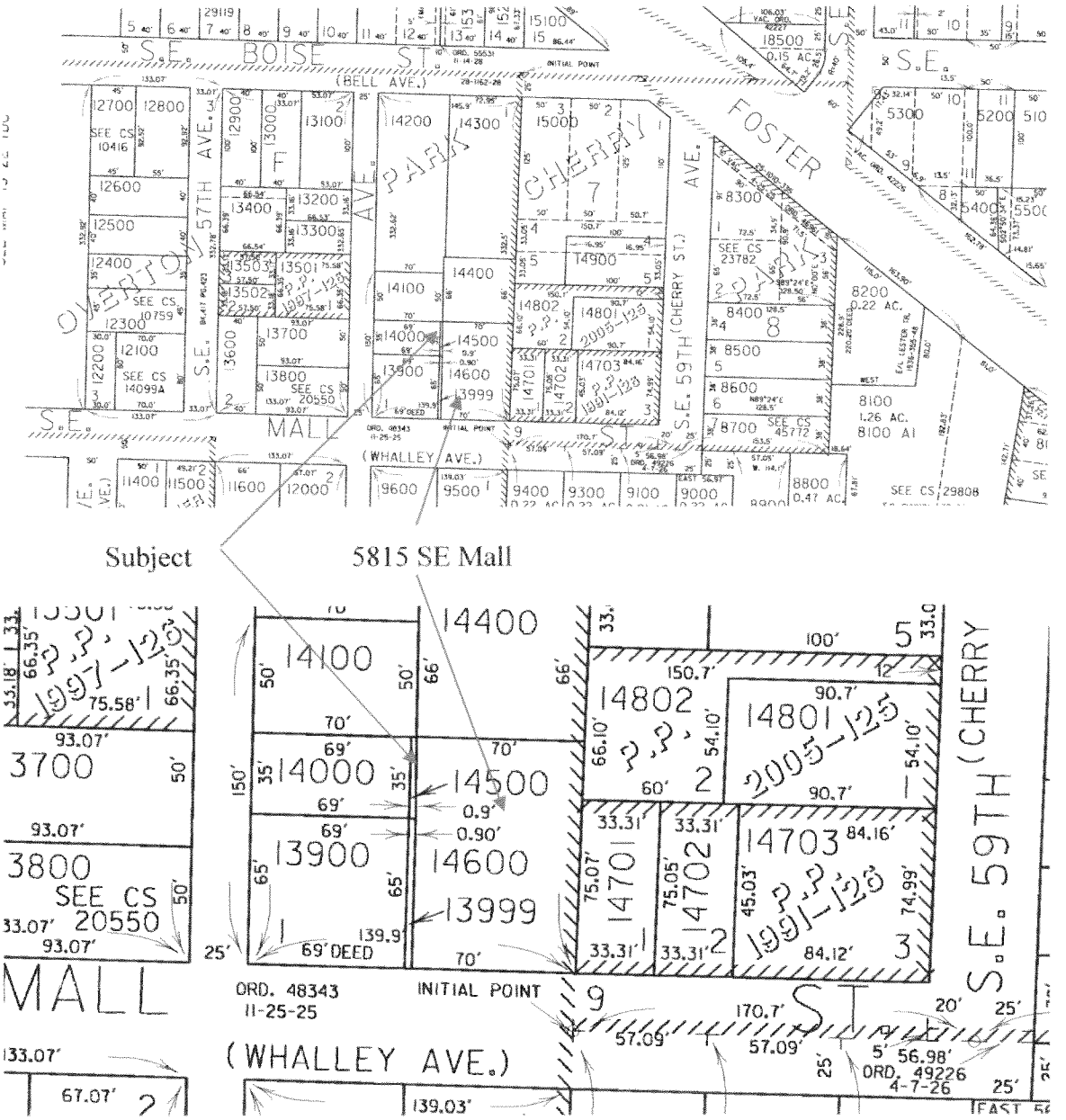
Subject
5815 SE Mall
SE BOISE ST
(BELL AVE.)
SE 57TH AVE.
CHERRY PARK
SE FOSTER
SE 59TH (CHERRY ST.)
SE MALL
(WHALLEY AVE.)
ORD. 48343
11-25-25
INITIAL POINT
ORD. 49226
4-7-26
SEE CS 20550
SEE CS 10759
SEE CS 14099A
SEE CS 23782
SEE CS 45772
SEE CS 29808
14400
14100
14000
14500
13900
14600
13999
14802
14801
14703
14701
14702
3700
3800
8200
8100
8100 A1
8800
18500
0.15 AC.
8200
0.22 AC.
1.26 AC.
0.47 AC.

EXHIBIT B

EXHIBIT C
PROPOSED PROPERTY LISTED FOR PRIVATE SALE
FISCAL YEAR 2005-06

LEGAL DESCRIPTION:

The East 0.90 feet of the North 35 feet of the South 100 feet of West 69.90 feet of Lot 1, Block F, Overton Park.

ADJACENT PROPERTY ADDRESS:	5815 SE Mall St
TAX ACCOUNT NUMBER:	R232069
GREENSPACE DESIGNATION:	No designation
SIZE OF PARCEL:	Approximately 31 square feet
ASSESSED VALUE:	$100.00

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE

BACK TAXES & INTEREST:	$3.41
TAX TITLE MAINTENANCE COST & EXPENSES:	$-0-
RECORDING FEE:	$26.00
SUB-TOTAL	$29.41
MINIMUM PRICE REQUEST OF PRIVATE SALE	$76.00

Required Signatures

Department/ Agency Director: **Date:** 03/23/06

Budget Analyst: _____ **Date:** _____

Department HR: _____ **Date:** _____

Countywide HR: _____ **Date:** _____

BOGSTAD Deborah L

From: GRACE Becky J
Sent: Monday, March 27, 2006 10:32 AM
To: BOGSTAD Deborah L
Subject: FW: R232069 April 20 Agenda HMH Properties LLC Private Sale 2nd Parcel

Here you go – Thanks!

-----Original Message-----
From: CREAN Christopher D
Sent: Thursday, March 23, 2006 3:01 PM
To: GRACE Becky J
Subject: RE: R232069 April 20 Agenda HMH Properties LLC Private Sale 2nd Parcel

Becky –

I have reviewed the draft resolution and deed for the HMH Properties private sale and they may be circulated for signature as proposed. Thanks.

- Chris

> -----Original Message-----
> **From:** GRACE Becky J
> **Sent:** Thursday, March 23, 2006 2:10 PM
> **To:** CREAN Christopher D
> **Subject:** R232069 April 20 Agenda HMH Properties LLC Private Sale 2nd Parcel
>
> Hi Chris,
> Attached for your review and approval are the April 20 Agenda Documents for the Private Sale of R232069 to HMH Properties LLC.
>
> Thanks,
>
> Becky Grace
> Multnomah County Tax Title
> PO Box 2716
> Portland OR 97208
> 503-988-3590

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing the Private Sale of a Tax Foreclosed Property to HMH PROPERTIES LLC [Tax Account Number R232069]

The Multnomah County Board of Commissioners Finds:

a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent real property taxes.

b. The property has an assessed value of $100 on the County's current tax roll.

c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 31 square feet, make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.

d. HMH PROPERTIES LLC has agreed to pay $76 an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

1. Upon Tax Title's receipt of the payment of $76 the Chair on behalf of Multnomah County, is authorized to execute a Bargain and Sale deed conveying to HMH PROPERTIES LLC, the following described real property in Multnomah County, Oregon:

   The East 0.90 feet of the North 35 feet of the South 100 feet of West 69.90 feet of Lot 1, Block F, Overton Park.

ADOPTED this 20th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

_____
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By_____
Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements
Shall be sent to the following address:
HMH PROPERTIES LLC
787 SW STEPHENSON CT
PORTLAND OR 97219

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE
503/4

Bargain and Sale Deed D062054 for R232069

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HMH PROPERTIES LLC, Grantee, the following described real property in Multnomah County, Oregon:

The East 0.90 feet of the North 35 feet of the South 100 feet of West 69.90 feet of Lot 1, Block F, Overton Park.

The true consideration for this conveyance is $76.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 20th day of April 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

_____
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By_____
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 20th day of April 2006, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

_____
Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/09

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 06-053

Authorizing the Private Sale of a Tax Foreclosed Property to HMH PROPERTIES LLC [Tax Account Number R232069]

The Multnomah County Board of Commissioners Finds:

a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent real property taxes.

b. The property has an assessed value of $100 on the County's current tax roll.

c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 31 square feet, make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.

d. HMH PROPERTIES LLC has agreed to pay $76 an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

1. Upon Tax Title's receipt of the payment of $76 the Chair on behalf of Multnomah County, is authorized to execute a Bargain and Sale deed conveying to HMH PROPERTIES LLC, the following described real property in Multnomah County, Oregon:

   The East 0.90 feet of the North 35 feet of the South 100 feet of West 69.90 feet of Lot 1, Block F, Overton Park.

ADOPTED this 20th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements
Shall be sent to the following address:
HMH PROPERTIES LLC
787 SW STEPHENSON CT
PORTLAND OR 97219

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE
503/4

Bargain and Sale Deed D062054 for R232069

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HMH PROPERTIES LLC, Grantee, the following described real property in Multnomah County, Oregon:

The East 0.90 feet of the North 35 feet of the South 100 feet of West 69.90 feet of Lot 1, Block F, Overton Park.

The true consideration for this conveyance is $76.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 20th day of April 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 20th day of April 2006, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/09

Until a change is requested, all tax statements
Shall be sent to the following address:
HMH PROPERTIES LLC
787 SW STEPHENSON CT
PORTLAND OR 97219

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE
503/4

Bargain and Sale Deed D062054 for R232069

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HMH PROPERTIES LLC, Grantee, the following described real property in Multnomah County, Oregon:

The East 0.90 feet of the North 35 feet of the South 100 feet of West 69.90 feet of Lot 1, Block F, Overton Park.

The true consideration for this conveyance is $76.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 20th day of April 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 20th day of April 2006, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

OFFICIAL SEAL
DEBORAH LYNN BOGSTAD
NOTARY PUBLIC-OREGON
COMMISSION NO. 392621
MY COMMISSION EXPIRES JUNE 27, 2009

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/09

MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST

Board Clerk Use Only	
Meeting Date:	04/20/06
Agenda Item #:	C-4
Est. Start Time:	9:30 AM
Date Submitted:	03/23/06

BUDGET MODIFICATION: -

Agenda Title:	**RESOLUTION Authorizing Execution of a Contract between Multnomah County, Seller, and CARL & STEPHANIE E. SMITH, Purchasers, for Tax-Foreclosed Property Sold at Public Sale, and Deed to Purchasers at Contract Completion**

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

Date Requested:	April 20, 2006	**Time Requested:**	Consent Item
Department:	Community Services	**Division:**	Tax Title
Contact(s):	Gary Thomas		
Phone:	503-988-3590 **Ext.** 22591	**I/O Address:**	503/4/TT
Presenter(s):	Gary Thomas		

General Information

1. **What action are you requesting from the Board?**

   The Tax Title Section is requesting the Board to approve the purchase on contract of a tax foreclosed property to the highest bidders CARL & STEPHANIE E. SMITH, at the public auction held on February 28, 2006.

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

   The subject property is a one level bungalow style house (see Exhibit A) that came into County ownership through the foreclosure of delinquent tax liens on 9/28/2004. The lot is approximately 4,368 sq ft in size and the zoning is R5.

   CARL AND STEPHANIE E. SMITH were the highest bidders at the Public Auction with a bid of $171,000 for this parcel. The County acknowledges receipt of the sum of $16,880 as deposit paid by the Buyer on the day of the auction. At the contract signing the buyer has agreed to put an

additional $17,320 down and carry the remaining balance of $136,800 on a 15 year contract at 6% annual interest.

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

   The contract purchase will allow for the recovery of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll.

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

   No legal issues are expected. The parcels are sold "As Is" without guarantee of clear title.

   This property conforms to those policies as outlined in Multnomah County Code Chapter 7.

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

   No citizen or government participation is anticipated.

EXHIBIT A

Property No.:3 at the auction.
Tax Account Number R146498 1N1W12AA -10700
Location: 7626 N Central St

Required Signatures

Department/ Agency Director: **Date:** 03/23/06

Budget Analyst: _____ **Date:** _____

Department HR: _____ **Date:** _____

Countywide HR: _____ **Date:** _____

BOGSTAD Deborah L

From: GRACE Becky J
Sent: Thursday, March 23, 2006 3:21 PM
To: BOGSTAD Deborah L
Subject: FW: April 13th Agenda Smith Auction Contract Sale

Hi Deb,
(I changed the date to the 20th because we missed the deadline) in other words this is the April 20th Agenda Smith Auction Contract Sale.
Thanks!

-----Original Message-----
From: CREAN Christopher D
Sent: Monday, March 20, 2006 11:02 AM
To: GRACE Becky J
Subject: RE: April 13th Agenda Smith Auction Contract Sale

Becky –

I have reviewed the draft resolution and deed for the Smith sale and they may be circulated for signature as proposed. Thanks.

- Chris

> -----Original Message-----
> **From:** GRACE Becky J
> **Sent:** Wednesday, March 15, 2006 2:53 PM
> **To:** CREAN Christopher D
> **Subject:** April 13th Agenda Smith Auction Contract Sale
>
> Hi Chris,
> Attached for your review and approval are the April 13 Agenda Documents for the Smith Auction contract.
> Thank you,
>
> Becky Grace
> **Multnomah County Tax Title**
> **PO Box 2716**
> **Portland OR 97208**
> **503-988-3590**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing execution of a Contract between Multnomah County, Seller, and CARL & STEPHANIE E. SMITH Purchasers, for Tax-Foreclosed Property sold at Public Sale and Deed to Purchasers at contract completion.

The Multnomah County Board of Commissioners Finds:

a. On February 28, 2006 Multnomah County conducted a public auction and sale of tax-foreclosed real properties, including the property described below (property).

b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.

c. CARL & STEPHANIE E. SMITH were the highest bidders at the sale for the property with a bid of $171,000. The County acknowledges receipt of the sum of $16,880, as deposit paid by Buyer. An additional amount of $17,320 to be paid at the contract signing and the balance remaining $136,800 is to be paid pursuant to the proposed Contract.

d. The Sheriff delivered to the Buyer a Certificate of Sale as required under ORS 275.150 containing the legal description of the property, the whole purchase price, the amount paid in cash, and the date upon which the future payment will become due.

The Multnomah County Board of Commissioners Resolves:

1. The Chair on behalf of Multnomah County is authorized to execute the attached Contract.

2. Upon Purchaser's performance of all the obligations of the Contract and upon Tax Title's receipt of the full balance due, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to CARL & STEPHANIE E. SMITH , the following described real property:

   A parcel of land situated in Section 12, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:

   LOT 8, BLOCK 1, DELMORE TRACT.

ADOPTED this 20th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

_____
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By_____
Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements shall be sent to the following address:
CARL & STEPHANIE E SMITH
6017 N BURRAGE AVE
PORTLAND, OR 97217

After recording please return to:
Multnomah County Tax Title
503/4th Floor

CONTRACT 15818 OF SALE

THIS CONTRACT is made and entered into on April 20, 2006 by Multnomah County, Oregon, ("the County"), a municipal corporation, and **CARL & STEPHANIE E. SMITH** ("purchasers").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchasers, and purchasers agree to buy the certain real property situated in Section 12, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:

LOT 8, BLOCK 1, DELMORE TRACT

Purchase Price
Purchaser agrees to pay for described real property the sum of $171,000 which is the true and actual consideration paid for this transfer. A down payment in the amount of $16,880 has been paid, with receipt acknowledged by the County. An additional down payment of $17,320, representing 20% of the full sale price is due at the time this contract is executed. At closing, the down payments shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than $1,154 on the 15th of May 2006, and a payment on the 15th day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

If any monthly payment of interest and principal, or part of such payments has not been received by the Tax Title Division on the 26th day of each month, a late-charge of $25.00 will be assessed to the purchaser.

Application of Payments
All payments on the contract shall be applied first to the interest due on the contract, and then to late charges, if any, then the remaining amount shall be applied to the principal. Payments will be credited as of the due date without adjustment of interest when paid either before or after the due date. Purchaser may prepay at any time all or part of the principal amount due on this contract without payment of penalties or premiums, provided that purchaser is not under default under this contract and the payment is identified as prepayment of the principal.

If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at any time, without notice to the purchaser except as stated within the terms of this contract.

Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

Default
Time is of the essence in this contract and the County has the discretion to declare a contract in default due to unpaid payments. The purchaser's default can be cured by following the procedures set forth in Oregon Revised Statutes 93.920 and by paying all costs and expenses actually incurred by the County in enforcing the contract, including but not limited to late charges, attorney fees of $500.00 and costs of the title search.

In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 days after it is due;

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

3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of purchaser's property or properties; purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days; or

4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

Tax Payments.
1. In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

Terms and Conditions.

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by purchaser and shall not permit any waste or removal of all or part of the improvement without first obtaining express written permission from the County.

3. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property.

4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to

air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.

5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

Insurance

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

Binding Effect/Assignment Restricted

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

Indemnity and Hold Harmless Agreement

Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others. This indemnification of the County by purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of hazardous material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any hazardous material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such hazardous material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations agreed to with regard to the

indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

Waste

It is understood and agreed between the parties that the purchaser shall not commit any strip or waste on the premises or sever any growing timber from the premises nor shall the purchaser suffer or permit any strip or waste to be committed on the property. All improvements placed on the property shall remain and shall not be removed before final payment is made. Purchaser shall not remove any improvements currently upon the property without first having obtained the express written consent of the County. Multnomah County is not responsible for relocation costs.

Lead Based Paint Inspection

1. Purchaser shall have an opportunity to conduct a risk-assessment or inspection to determine the presence of lead-based paint or lead-based Paint hazards on the property. Purchaser may terminate this sale by delivering to County written notice of purchaser's disapproval or risk-assessment or inspection within ten (10) days of the date of this contract unless purchaser has waived the opportunity. The disclosure statement on lead-based paint and lead-based paint hazards, which is attached as Exhibit A, is incorporated in this contract. If purchaser delivers to County a timely notice of disapproval, this contract terminates and will be cancelled and County will refund purchaser's down payment.

2. Purchaser shall indemnify, hold harmless and defend County from all liens, costs, claims, demands, suits and expenses including reasonable attorney fees and expert fees, arising from or relating to purchaser's entry on or inspection of the property as provided under this section. This covenant to indemnify, hold harmless and defend seller shall survive closing or any termination of this contract.

3. Purchaser or its agents may, prior to closing, enter the Property to inspect the Property as needed. Coordination of the date and time the inspection(s) is requested needs to be made with the Tax Title Section at 503-988-3590.

Hazardous Materials

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

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

Title Insurance

The County does not provide title insurance.

Property Sold "AS IS"
Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "**AS IS**", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

Remedies.

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the conditions described in the LEAD-BASED PAINT section above are satisfied or waived by purchaser and the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.

2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.

3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

Severability
If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

Entire Agreement
This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.

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

"THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). 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, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004))."

IN WITNESS WHEREOF, purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

_____
Diane M Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By_____
Christopher D. Crean, Asst County Attorney

BUYERS:

CARL AND STEPHANIE E. SMITH,

By_____
Carl Smith

By_____
Stephanie E. Smith

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This instrument, "Contract 15818 of Sale", was acknowledged before me the 20th day of April, 2006 by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

_____
Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/09

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Signed and attested before me on _____, 2006 by Carl Smith.

_____
Becky J. Grace
Notary Public for Oregon
My Commission expires 12/12/2008

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Signed and attested before me on _____, 2006 by Stephanie E. Smith.

_____
Becky J. Grace
Notary Public for Oregon
My Commission expires 12/12/2008

EXHIBIT A

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement
Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

County's Disclosure (initial)

___ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

___ Known lead-based paid and/or lead-based paint hazards are present in the housing (explain): _____

_X_ County has no knowledge of lead-based paint and/or lead- based paint hazards in the housing.

___ (b) Records and reports available to the County (check one below):

___ County has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_X_ County has no reports or records pertaining to lead-based paint in the housing.

Buyer's Acknowledgment (initial)

___ (c) Buyer has received copies of all information listed above.

___ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home.*

___ (e) Buyer has (check one below):

___ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

___ Waived the opportunity to conduct a risk management or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following party has reviewed the information above and certifies, to the best of the County's institutional knowledge, that the information provided by the signatory is true and accurate.

For Multnomah County:

_____
Gary Thomas

_____
Program Supervisor

Date:_____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 06-054

Authorizing Execution of a Contract between Multnomah County, Seller, and CARL & STEPHANIE E. SMITH, Purchasers, for Tax-Foreclosed Property Sold at Public Sale and Deed to Purchasers at Contract Completion

The Multnomah County Board of Commissioners Finds:

a. On February 28, 2006 Multnomah County conducted a public auction and sale of tax-foreclosed real properties, including the property described below (property).

b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.

c. CARL & STEPHANIE E. SMITH were the highest bidders at the sale for the property with a bid of $171,000. The County acknowledges receipt of the sum of $16,880, as deposit paid by Buyer. An additional amount of $17,320 to be paid at the contract signing and the balance remaining $136,800 is to be paid pursuant to the proposed Contract.

d. The Sheriff delivered to the Buyer a Certificate of Sale as required under ORS 275.150 containing the legal description of the property, the whole purchase price, the amount paid in cash, and the date upon which the future payment will become due.

The Multnomah County Board of Commissioners Resolves:

1. The Chair on behalf of Multnomah County is authorized to execute the attached Contract.

2. Upon Purchaser's performance of all the obligations of the Contract and upon Tax Title's receipt of the full balance due, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to CARL & STEPHANIE E. SMITH , the following described real property:

   A parcel of land situated in Section 12, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:

   LOT 8, BLOCK 1, DELMORE TRACT.

ADOPTED this 20th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements shall be sent to the following address:
CARL & STEPHANIE E SMITH
6017 N BURRAGE AVE
PORTLAND, OR 97217

After recording please return to:
Multnomah County Tax Title
503/4th Floor

CONTRACT 15818 OF SALE

THIS CONTRACT is made and entered into on April 20, 2006 by Multnomah County, Oregon, ("the County"), a municipal corporation, and **CARL & STEPHANIE E. SMITH** ("purchasers").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchasers, and purchasers agree to buy the certain real property situated in Section 12, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:

LOT 8, BLOCK 1, DELMORE TRACT

Purchase Price
Purchaser agrees to pay for described real property the sum of $171,000 which is the true and actual consideration paid for this transfer. A down payment in the amount of $16,880 has been paid, with receipt acknowledged by the County. An additional down payment of $17,320, representing 20% of the full sale price is due at the time this contract is executed. At closing, the down payments shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than $1,154 on the 15th of May 2006, and a payment on the 15th day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

If any monthly payment of interest and principal, or part of such payments has not been received by the Tax Title Division on the 26th day of each month, a late-charge of $25.00 will be assessed to the purchaser.

Application of Payments
All payments on the contract shall be applied first to the interest due on the contract, and then to late charges, if any, then the remaining amount shall be applied to the principal. Payments will be credited as of the due date without adjustment of interest when paid either before or after the due date. Purchaser may prepay at any time all or part of the principal amount due on this contract without payment of penalties or premiums, provided that purchaser is not under default under this contract and the payment is identified as prepayment of the principal.

If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at any time, without notice to the purchaser except as stated within the terms of this contract.

Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

Default
Time is of the essence in this contract and the County has the discretion to declare a contract in default due to unpaid payments. The purchaser's default can be cured by following the procedures set forth in Oregon Revised Statutes 93.920 and by paying all costs and expenses actually incurred by the County in enforcing the contract, including but not limited to late charges, attorney fees of $500.00 and costs of the title search.

In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 days after it is due;

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

3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of purchaser's property or properties; purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days; or

4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

Tax Payments.
1. In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

Terms and Conditions.

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by purchaser and shall not permit any waste or removal of all or part of the improvement without first obtaining express written permission from the County.

3. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property.

4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to

air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.

5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

Insurance

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

Binding Effect/Assignment Restricted

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

Indemnity and Hold Harmless Agreement

Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others. This indemnification of the County by purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of hazardous material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any hazardous material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such hazardous material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations agreed to with regard to the

indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

Waste

It is understood and agreed between the parties that the purchaser shall not commit any strip or waste on the premises or sever any growing timber from the premises nor shall the purchaser suffer or permit any strip or waste to be committed on the property. All improvements placed on the property shall remain and shall not be removed before final payment is made. Purchaser shall not remove any improvements currently upon the property without first having obtained the express written consent of the County. Multnomah County is not responsible for relocation costs.

Lead Based Paint Inspection

1. Purchaser shall have an opportunity to conduct a risk-assessment or inspection to determine the presence of lead-based paint or lead-based Paint hazards on the property. Purchaser may terminate this sale by delivering to County written notice of purchaser's disapproval or risk-assessment or inspection within ten (10) days of the date of this contract unless purchaser has waived the opportunity. The disclosure statement on lead-based paint and lead-based paint hazards, which is attached as Exhibit A, is incorporated in this contract. If purchaser delivers to County a timely notice of disapproval, this contract terminates and will be cancelled and County will refund purchaser's down payment.

2. Purchaser shall indemnify, hold harmless and defend County from all liens, costs, claims, demands, suits and expenses including reasonable attorney fees and expert fees, arising from or relating to purchaser's entry on or inspection of the property as provided under this section. This covenant to indemnify, hold harmless and defend seller shall survive closing or any termination of this contract.

3. Purchaser or its agents may, prior to closing, enter the Property to inspect the Property as needed. Coordination of the date and time the inspection(s) is requested needs to be made with the Tax Title Section at 503-988-3590.

Hazardous Materials

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

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

Title Insurance

The County does not provide title insurance.

Property Sold "AS IS"

Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "**AS IS**", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

Remedies.

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the conditions described in the LEAD-BASED PAINT section above are satisfied or waived by purchaser and the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.

2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.

3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

Severability

If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

Entire Agreement

This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.

Conveyance of Title

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

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). 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, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

_____
Diane M Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Asst County Attorney

BUYERS:

CARL AND STEPHANIE E. SMITH,

By _____
Carl Smith

By _____
Stephanie E. Smith

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This instrument, "Contract 15818 of Sale", was acknowledged before me the 20th day of April, 2006 by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

_____
Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/09

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Signed and attested before me on _____, 2006 by Carl Smith.

_____
Becky J. Grace
Notary Public for Oregon
My Commission expires 12/12/2008

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Signed and attested before me on _____, 2006 by Stephanie E. Smith.

_____
Becky J. Grace
Notary Public for Oregon
My Commission expires 12/12/2008

EXHIBIT A

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement
Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

County's Disclosure (initial)

___ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

___ Known lead-based paid and/or lead-based paint hazards are present in the housing (explain): _____

_X_ County has no knowledge of lead-based paint and/or lead- based paint hazards in the housing.

___ (b) Records and reports available to the County (check one below):

___ County has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_X_ County has no reports or records pertaining to lead-based paint in the housing.

Buyer's Acknowledgment (initial)

___ (c) Buyer has received copies of all information listed above.

___ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

___ (e) Buyer has (check one below):

___ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

___ Waived the opportunity to conduct a risk management or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following party has reviewed the information above and certifies, to the best of the County's institutional knowledge, that the information provided by the signatory is true and accurate.

For Multnomah County:

_____
Gary Thomas

_____
Program Supervisor

Date:_____

Until a change is requested, all tax statements shall be sent to the following address:
CARL & STEPHANIE E SMITH
6017 N BURRAGE AVE
PORTLAND, OR 97217

After recording please return to:
Multnomah County Tax Title
503/4th Floor

CONTRACT 15818 OF SALE

THIS CONTRACT is made and entered into on April 20, 2006 by Multnomah County, Oregon, ("the County"), a municipal corporation, and **CARL & STEPHANIE E. SMITH** ("purchasers").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchasers, and purchasers agree to buy the certain real property situated in Section 12, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:

LOT 8, BLOCK 1, DELMORE TRACT

Purchase Price
Purchaser agrees to pay for described real property the sum of $171,000 which is the true and actual consideration paid for this transfer. A down payment in the amount of $16,880 has been paid, with receipt acknowledged by the County. An additional down payment of $17,320, representing 20% of the full sale price is due at the time this contract is executed. At closing, the down payments shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than $1,154 on the 15th of May 2006, and a payment on the 15th day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

If any monthly payment of interest and principal, or part of such payments has not been received by the Tax Title Division on the 26th day of each month, a late-charge of $25.00 will be assessed to the purchaser.

Application of Payments
All payments on the contract shall be applied first to the interest due on the contract, and then to late charges, if any, then the remaining amount shall be applied to the principal. Payments will be credited as of the due date without adjustment of interest when paid either before or after the due date. Purchaser may prepay at any time all or part of the principal amount due on this contract without payment of penalties or premiums, provided that purchaser is not under default under this contract and the payment is identified as prepayment of the principal.

If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at any time, without notice to the purchaser except as stated within the terms of this contract.

Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

Default
Time is of the essence in this contract and the County has the discretion to declare a contract in default due to unpaid payments. The purchaser's default can be cured by following the procedures set forth in Oregon Revised Statutes 93.920 and by paying all costs and expenses actually incurred by the County in enforcing the contract, including but not limited to late charges, attorney fees of $500.00 and costs of the title search.

In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 days after it is due;

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

3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of purchaser's property or properties; purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days; or

4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

Tax Payments.
1. In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

Terms and Conditions.

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by purchaser and shall not permit any waste or removal of all or part of the improvement without first obtaining express written permission from the County.

3. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property.

4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to

air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.

5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

Insurance

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

Binding Effect/Assignment Restricted

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

Indemnity and Hold Harmless Agreement

Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others. This indemnification of the County by purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of hazardous material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any hazardous material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such hazardous material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations agreed to with regard to the

indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

Waste

It is understood and agreed between the parties that the purchaser shall not commit any strip or waste on the premises or sever any growing timber from the premises nor shall the purchaser suffer or permit any strip or waste to be committed on the property. All improvements placed on the property shall remain and shall not be removed before final payment is made. Purchaser shall not remove any improvements currently upon the property without first having obtained the express written consent of the County. Multnomah County is not responsible for relocation costs.

Lead Based Paint Inspection

1. Purchaser shall have an opportunity to conduct a risk-assessment or inspection to determine the presence of lead-based paint or lead-based Paint hazards on the property. Purchaser may terminate this sale by delivering to County written notice of purchaser's disapproval or risk-assessment or inspection within ten (10) days of the date of this contract unless purchaser has waived the opportunity. The disclosure statement on lead-based paint and lead-based paint hazards, which is attached as Exhibit A, is incorporated in this contract. If purchaser delivers to County a timely notice of disapproval, this contract terminates and will be cancelled and County will refund purchaser's down payment.

2. Purchaser shall indemnify, hold harmless and defend County from all liens, costs, claims, demands, suits and expenses including reasonable attorney fees and expert fees, arising from or relating to purchaser's entry on or inspection of the property as provided under this section. This covenant to indemnify, hold harmless and defend seller shall survive closing or any termination of this contract.

3. Purchaser or its agents may, prior to closing, enter the Property to inspect the Property as needed. Coordination of the date and time the inspection(s) is requested needs to be made with the Tax Title Section at 503-988-3590.

Hazardous Materials

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

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

Title Insurance

The County does not provide title insurance.

Property Sold "AS IS"
Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "**AS IS**", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

Remedies.

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the conditions described in the LEAD-BASED PAINT section above are satisfied or waived by purchaser and the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.

2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.

3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

Severability
If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

Entire Agreement
This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.

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

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). 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, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Asst County Attorney

BUYERS:

CARL AND STEPHANIE E. SMITH,

By _____
Carl Smith

By _____
Stephanie E. Smith

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This instrument, "Contract 15818 of Sale", was acknowledged before me the 20th day of April, 2006 by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

OFFICIAL SEAL
DEBORAH LYNN BOGSTAD
NOTARY PUBLIC-OREGON
COMMISSION NO. 392621
MY COMMISSION EXPIRES: JUNE 27, 2009

Deborah Lynn Bogstad
Notary Public for Oregon

My Commission expires: 6/27/09

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Signed and attested before me on _____, 2006 by Carl Smith.

_____
Becky J. Grace
Notary Public for Oregon
My Commission expires 12/12/2008

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Signed and attested before me on _____, 2006 by Stephanie E. Smith.

_____
Becky J. Grace
Notary Public for Oregon
My Commission expires 12/12/2008

EXHIBIT A

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement
Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

County's Disclosure (initial)

___ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

___ Known lead-based paid and/or lead-based paint hazards are present in the housing (explain): _____

_X_ County has no knowledge of lead-based paint and/or lead- based paint hazards in the housing.

___ (b) Records and reports available to the County (check one below):

___ County has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_X_ County has no reports or records pertaining to lead-based paint in the housing.

Buyer's Acknowledgment (initial)

___ (c) Buyer has received copies of all information listed above.

___ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home.*

___ (e) Buyer has (check one below):

___ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

___ Waived the opportunity to conduct a risk management or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following party has reviewed the information above and certifies, to the best of the County's institutional knowledge, that the information provided by the signatory is true and accurate.

For Multnomah County:

_____
Gary Thomas

_____
Program Supervisor

Date:_____

#1

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk
*****This form is a public record*****

MEETING DATE: 4/20/06

SUBJECT: _____

AGENDA NUMBER OR TOPIC: Public Comment

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Barbara C. Ellis, PhD.

ADDRESS: #108 / 4930 SE. 30th Ave.

CITY/STATE/ZIP: Portland OR 97202-4445

PHONE: DAYS: 503-239-9432 EVES: SAME

EMAIL: barbaragellis@earthlink.net FAX: _____

SPECIFIC ISSUE: Resolution to Impeach President Bush

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

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

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

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

#2

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk
*****This form is a public record*****

MEETING DATE: 4-20-06

SUBJECT: Measure 37 (Democracy)

AGENDA NUMBER OR TOPIC: _____

FOR: X AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Dottie Roser

ADDRESS: 29644 SE Division DR.

CITY/STATE/ZIP: Troutdale, OR. 97060

PHONE: DAYS: 503-492-6961 EVES: _____

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: Democracy

WRITTEN TESTIMONY: yes

IF YOU WISH TO ADDRESS THE BOARD:

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

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

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

#3

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk
*****This form is a public record*****

SUBJECT: JPI MEETING DATE: 7/20/06

AGENDA NUMBER OR TOPIC: _____

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Geoff Thompson

ADDRESS: 30301 E. Larch Mt Rd

CITY/STATE/ZIP: Corbett Or 97019

PHONE: DAYS: _____ EVES: _____

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

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

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

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

#4

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk
*****This form is a public record*****

MEETING DATE: 4/20/06

SUBJECT: View Point Drive

AGENDA NUMBER OR TOPIC: _____

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Angelo Simione

ADDRESS: 40301 E. Larch Mtn. Rd.

CITY/STATE/ZIP: Corbett, OR.

PHONE: DAYS: (503) 695-5811 EVES: _____

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

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

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

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

#5

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk
*****This form is a public record*****

MEETING DATE: 4/20/2006

SUBJECT: Public Comment re: Sun Schools

AGENDA NUMBER OR TOPIC: _____

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Ivonne Rivera Rivero

ADDRESS: 2725 NE Everett

CITY/STATE/ZIP: Portland OR 97232

PHONE: DAYS (503) 225-8454 EVES: (503) 774-3067

EMAIL: ivonneriverae hotmail.com FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: to be attached

IF YOU WISH TO ADDRESS THE BOARD:

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

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

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

Ivonne Rivero's address to City Council Comissioners – April 20, 2006

Honorable City Council members:

I am here today to talk about an issue that's not on today's agenda, but that I'd like to submit to your consideration. As a single parent, the high cost of quality after-care is an issue of high concern to me. This is an economic issue, but it's also a social issue. Many parents I know in other cities, do not have access to this type of program. Their kids run rampant on the neighborhoods, susceptible to all kinds of influences; and questionable role models.

I recently became aware that the Sun Program throughout the city were ranked as #19 in the list of funding priorities for this year.

I am here to tell you what I can see, not only as a parent, but also as a person who works with the community and who for many years has observed people coming and going, their 'coming of age' in the neighborhoods they call 'home.'

My son, Quetzal, goes to Buckman Elementary. It was fortunate that the Buckman Magnet program is inclusive enough to accept kids from the neighborhood, unlike Brooklyn, where I lived for 10 years. We moved in to Buckman last year. I was also fortunate to see that the afterschool program, managed by Sun, was a lot more affordable than other after-care programs; which I couldn't afford. Thanks to Sun, I can now work two extra hours while he is not only being supervised, but also learning things like: Advanced chess, Lego Robotics, an elementary-level Anatomy class, and many others, like dance, movement and weaving.

Many of these classes are fulfilling an aspiration that only middle-class are able to fulfill. My condition as a single mother, who is only able to work part time determines our lot in life. I am here not only in representation of my self and my family, but also on behalf of others that because of time, money or limited English skills cannot be here today. An interesting figure is that 69% of all district-wide users of Sun are non-Caucasian; with the ensuing cultural and income issues. We want to thank you for developing the Sun model.

Last year, I became a Cultural Liaison at the Buckman Sun Program. I also teach Spanish classes, which is one of my strengths at school. We have held both inter-generational classes, and elementary classes as well. This situation is not limited to my case. Several parents are involved as teachers, creating a stronger hold within the school. I believe that kids learn something about being active and involved in the school and other organizations when they see you there.

But there's other aspects of the Sun model that are highly valuable: With Sun, if you're in need, you know there's a face, a real person you can go to when there's a need, instead of the cold, unwavering faces of the institutions; where you're just another number. Sun works in teams, a group of people, and it's usually the Sun people those ones who can help you solve problems: Like what to do when your kid is getting too big and clothes don't fit anymore; when shoes are too worn and you cannot possibly get some new ones. Sometimes, even $15 to get some cheap tennis shoes is a lot. Right now, in my own case more and more is going towards gas; almost at $3/gallon. What used to be spent for food at the table now goes into my old car' s belly. It eats up all the money. There's many in my same shoes here in Portland.

Sun not only provides academically enriching activities for regular aftercare (they also provide early morning care...like what to do when you have to report to work at 8:00 a.m.); summer, spring and winter camps who help working people, like myself, have an affordable, quality option to commercial daycare and camps (like Camp Westwind, the ANT camp, partnerships with the Audobun society, week-long camps at the Zoo, and others); and on-the-spot access to social services, instead of having to run around town begging for help and not get it.

As far as the educational benefits of Sun; as a parent, I've seen my son's grades systematically improve; creating a love for literacy. His writing is getting much better and there's now the pride of continued good grades. There' s only one thing that surpasses the pride of having a dedicated student: Knowing that my son is well adjusted at school; that he belongs; that he is in an environment where my son's friends approach me to tell me how much they value his friendship. This is the value of social cohesiveness, the value of allowing this social exchange in a place where I am also part of –despite my shortcomings- a position shared by many as well. We're creating community; mutual interdependence, a set of mutual goals and concerns.

Sun works in developing communication and working with families with a model that respects autonomy while helping at many levels, and uses people's strengths in furthering its goals of creating community. I have seen this work both with parents who are concerned with sustaining our school's well being , as well as with parents who like myself, fall into the low-income bracket. In my work as a Community Liaison I call on a weekly basis families in our school who are Spanish speaking. Through my work, I've been able to learn about a myriad of services that have been made available to families, from dental fillings to matching with mentors; to providing clothes and perhaps occasional help with paying the electric bill. In passing, I'd like to mention briefly the case of a family in our school where the father of one of our students fell gravely ill and thanks to the work of our Coordinator, resources have been found to help this family have

the hope of life; medical insurance and other crucial services. Not only our student has renewed hope in the goodness of life, but the whole family as well.

In past City Council Citizen input sessions, these LES families have come forward with us to voice their support for the Sun model; unfortunately, they could not be here today to do this on their own. On behalf of my own family, and their own, I want to ask you to continue the good work you have done for low-income and LES working families, and to continue supporting it as a viable model to give a positive outlet to our kids' energy and time; as a support to working parents of all incomes, but specially to the disadvantaged; to continue bringing affordable supervised aftercare and to continue fulfilling the goals of greater literacy and involvement in the world. They are our pride and joy, but they're also our communal future; they are those who will hold the jobs and will repopulate Portland in ten years and beyond.

MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST

Board Clerk Use Only	
Meeting Date:	04/20/06
Agenda Item #:	R-1
Est. Start Time:	9:30 AM
Date Submitted:	03/21/06

BUDGET MODIFICATION: -

Agenda Title:	**PROCLAMATION Proclaiming the Week of April 23, through April 29, 2006 as NATIONAL CRIME VICTIMS' RIGHTS WEEK in Multnomah County, Oregon**

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

Date Requested:	April 20, 2006	**Time Requested:**	5 mins
Department:	Non-Departmental	**Division:**	District Attorney's Office
Contact(s):	Priscilla Connolly		
Phone:	503 988-3143 **Ext.** 83143	**I/O Address:**	101/600
Presenter(s):	Michael D. Schrunk		

General Information

1. What action are you requesting from the Board?

Proclamation announcing the week of April 23-29, 2006 to be National Crime Victims' Week.

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

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

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

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

Required Signatures

Department/ Agency Director: Michael Schwerd **Date:** 03/21/06

Budget Analyst: _____ **Date:** _____

Department HR: _____ **Date:** _____

Countywide HR: _____ **Date:** _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. _____

Proclaiming the Week of April 23, through April 29, 2006 as NATIONAL CRIME VICTIMS' RIGHTS WEEK in Multnomah County, Oregon

The Multnomah County Board of County Commissioners Finds:

a. Thousands of citizens of Multnomah County experience the trauma, pain, humiliation and personal and financial losses of being a victim of crime.

b. Crime victims and witnesses are too often overlooked by our system of justice in its efforts to apprehend, prosecute, and fairly sanction criminal offenders.

c. The needs and rights of crime victims deserve more public attention, understanding and compassion.

d. Citizens can play a major role in helping victims by reporting crimes and by showing greater willingness to testify in the prosecution of criminals.

The Multnomah County Board of County Commissioners Proclaims:

The week of April 23, through April 29, 2006, to be NATIONAL CRIME VICTIMS' RIGHTS WEEK in Multnomah County, Oregon.

ADOPTED this 20th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

_____
Diane M. Linn, County Chair

_____
Maria Rojo de Steffey,
Commissioner District 1

_____
Serena Cruz Walsh,
Commissioner District 2

_____
Lisa Naito,
Commissioner District 3

_____
Lonnie Roberts,
Commissioner District 4

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 06-055

Proclaiming the Week of April 23, through April 29, 2006 as NATIONAL CRIME VICTIMS' RIGHTS WEEK in Multnomah County, Oregon

The Multnomah County Board of County Commissioners Finds:

a. Thousands of citizens of Multnomah County experience the trauma, pain, humiliation and personal and financial losses of being a victim of crime.

b. Crime victims and witnesses are too often overlooked by our system of justice in its efforts to apprehend, prosecute, and fairly sanction criminal offenders.

c. The needs and rights of crime victims deserve more public attention, understanding and compassion.

d. Citizens can play a major role in helping victims by reporting crimes and by showing greater willingness to testify in the prosecution of criminals.

The Multnomah County Board of County Commissioners Proclaims:

The week of April 23, through April 29, 2006, to be NATIONAL CRIME VICTIMS' RIGHTS WEEK in Multnomah County, Oregon.

ADOPTED this 20th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, County Chair

Maria Rojo de Steffey,
Commissioner District 1

Serena Cruz Walsh,
Commissioner District 2

Lisa Naito,
Commissioner District 3

Lonnie Roberts,
Commissioner District 4

MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST

Board Clerk Use Only	
Meeting Date:	04/20/06
Agenda Item #:	R-2
Est. Start Time:	9:35 AM
Date Submitted:	03/23/06

BUDGET MODIFICATION: -

Agenda Title:	**RESOLUTION Certifying an Estimate of Expenditures for Fiscal Year 2006-2007 for Assessment & Taxation in Accordance with ORS 294.175**

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

Date Requested:	April 20, 2006	**Time Requested:**	5 minutes
Department:	County Management	**Division:**	Assessment & Taxation
Contact(s):	Kathy Tuneberg		
Phone:	503-988-5132 **Ext.** 22331	**I/O Address:**	503/175
Presenter(s):	Kathy Tuneberg/Dave Boyer		

General Information

1. What action are you requesting from the Board?

Approval of resolution and certification for filing of the Assessment & Taxation estimated 2006-07 budget totaling $14,193,298.

The department recommends approval.

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

Since the 1989 inception of HB2338 (ORS 294.175) all county Assessment and Taxation offices have participated in a Grant fund administered by the Department of Revenue. This program was created to assist the Counties to adequately fund the A & T offices in order to maintain sufficient staff to comply with the Statutes and was also aimed at assuring uniformity and quality of operations in assessment and taxation. The pool of grant funds comes from the statewide collection of a percentage of the delinquent property tax interest and a $10 fee on all recorded documents.

As a condition of participating in the grant process, the County's Board of Commissioners must approve and submit the proposed A&T budget to the Department of Revenue (DOR). The A&T

budget must be approved and submitted to the DOR by May 1, 2006, to be eligible for funds available from the pool of grant money. The DOR will review all 36 County applications and by June 15, 2006, will inform the County of our percentage share of the funds from the County Assessment Function Funding Assistance (CAFFA) grant account.

Once the County approves the A&T budget, the County is obligated to fund and appropriate expenditures at 100% of the amount certified in the grant resolution.

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

The proposed budget direct expenditures of $ 13,517,998 are a net increase of $293K over last year's budget, and includes an increase of $556 K in Personal Services, offset by a net reduction of $27 K in contracted Professional Services, and a net reduction of $236 K in other M&S. There is no change in Capital Budget over last year.

The personal services increase of $556 K is due to the COLA of 3.5% ($190 K), the increase in the PERS rate ($144 K) and the increase to Benefits rates ($222 K).

The net reduction in Professional Services of $27 K is due to a overall decrease of contracted professional services requirements. The net reduction in M&S of $236K is primarily due to the Internal Services overall reduction of $235 K, including reduction to Building Management ($ 18 K), elimination of Finance OPS ($ 200 K) and HR OPS ($ 208 K), offset by increases to IT Data Processing ($155 K) and Distribution Services ($28 K). Other M&S remained at current service level with only moderate increases of $7K.

The Department of Revenue is projecting Multnomah County's share of the CAFFA grant will be $ 3,820,567 for 2006-07.

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

House Bill 2338 (ORS 274.175) requires the Board of Commissioners to approve and certify the Assessment & Taxation budget by May 1st for eligibility in the grant funding pool.

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

While taxation issues generate citizen interest, the approval of the Assessment & Taxation budget is unlikely to generate significant citizen participation issues.

Other than review and authorization by the State of Oregon Department of Revenue, no other government participation is expected.

Required Signatures

Department/ Agency Director: David G Boyer **Date:** 03/23/06

Budget Analyst: [signature] **Date:** 03/24/06

Department HR: _____ **Date:** _____

Countywide HR: _____ **Date:** _____

County : Multnomah County

Form 7
SUMMARY OF EXPENSES FORM

2006-07

EXPENDITURES FOR:	A ASSESSMENT ADMINISTRATION	B VALUATION	C BOPTA	D TAX COLLECTION AND DISTRIBUTION	E CARTOGRAPHY	F A&T DATA PROCESSING	G TOTAL
1 Personal Services	$ 2,774,031	$ 4,620,205	$ 88,610	$ 2,252,955	$ 581,820	$ 122,316	$ 10,439,937
2 Materials and Services	$ 528,271	$ 584,616	$ 35,041	$ 855,010	$ 101,198	$ 905,623	$ 3,009,759
3 Cost of Transportation (Do not include in Materials & Services or Capital Outlay)	$ 2,314	$ 50,355	$ 333	$ 2,972	$ 50	$ 278	$ 56,302
4 Capital Outlay (Do not include in Materials and Services)	$ -	$ -	$ -	$ -	$ -	$ 12,000	$ 12,000
5. TOTAL Direct Expenditures	**$ 3,304,616**	**$ 5,255,176**	**$ 123,984**	**$ 3,110,937**	**$ 683,068**	**$ 1,040,217**	**$ 13,517,998**

NOTES:

Note 1. Specify the method used to determine indirect costs:

5 percent of total direct expenditures less capital outlay.
(Indirect costs = (the total of rows 1,2, and 3 in Column G) X 5%)

$675,300

OR

Percent amount approved by a federal granting agency

[ ] % **of** [ ]

Note 1 Results: Total indirect costs **$675,300**

Note 2. Total expenditures for consideration in the grant.
(Sum of "Results" from Note 1 + column G, row 5 above).

$14,193,298

Note 3. The total budgeted capital outlay limitation imposed by the grant based on the method chosen in Note 1 is: $ 905,189

Enter the amount of your total budgeted capital outlay without regard to the limitation imposed by the grant: $ 12,000

Note 4. Approved ORMAP dollars for the fiscal year for this grant application in Cartography Materials and Services.

$ 80,000

Summary Calculation:

Total direct expenditures (Col G, row 5)	**$13,517,998**
Total Indirect included in grant (note 1 results)	**$675,300**
Total expenditures for consideration in the grant.	**$14,193,298**

Diane Linn, Multnomah County Chair

Suite 600, Multnomah Building
501 SE Hawthorne Boulevard
Portland, Oregon 97214-3587
Email: mult.chair@co.multnomah.or.us

Phone: (503) 988-8308
FAX: (503) 988-3093

April 20, 2006

Grant Coordinator
Property Tax Division
Oregon Department of Revenue
P. O. Box 14380
Salem, Oregon 97310-2501

Enclosed is Multnomah County's FY 2006-07 Property Tax Program as approved by the Board of County Commissioners on April 20, 2006.

We trust the enclosed materials provide everything you require for your analysis. Should you have any questions, or if you require additional information, please contact Kathy Tuneberg, Assessment and Taxation Director at 503-988-5132. We appreciate your anticipated cooperation in the review and approval of Multnomah County's plan.

Sincerely,

Diane M. Linn, County Chair

enclosure
cc: Board of County Commissioners
Dave Boyer, Chief Financial Officer, Department of County Management
Elizabeth Harchenko, Oregon Department of Revenue

OREGON
DEPARTMENT
OF REVENUE

Grant Application Resolution

Multnomah County is applying to the Department of Revenue in order to participate in the Assessment and Taxation grant.

This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.027, 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

Multnomah County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. County is generally in compliance with ORS 308.027, 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

Multnomah County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of $14,193,298. If 100 percent is not appropriated, no grant shall be made to the county for the quarter in which the county is out of compliance.

County designates: Kathy Tuneberg

Telephone: 503-988-5132

E-mail address: kathleen.a.tuneberg@co.multnomah.or.us as the county contact person(s) for this grant application.

_____

Signature of Chairperson or Judge of Governing Body

April 20, 2006

Date Signed

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO.

Certifying an Estimate of Expenditures for FY 2006-07 for Assessment and Taxation in Accordance with ORS 294.175

The Multnomah County Board of Commissioners Finds:

a. ORS 294.175 requires counties to file by May 1st of each calendar year an estimate of expenditures for assessment and taxation for the ensuing year with the Department of Revenue.

b. Assessment & Taxation has prepared such an estimate of expenditures in accordance with the requirements of ORS 294.175 and Department of Revenue administrative rules. A copy of the estimate is attached.

The Multnomah County Board of Commissioners Resolves:

1. The attached estimate of expenditures for the fiscal year 2006-07 for assessment and taxation for Multnomah County is certified for filing with the Department of Revenue as required by ORS 294.175.

ADOPTED this 20th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

_____
Diane M. Linn, County Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By_____
John S. Thomas, Assistant County Attorney

Diane Linn, Multnomah County Chair

Suite 600, Multnomah Building
501 SE Hawthorne Boulevard
Portland, Oregon 97214-3587
Email: mult.chair@co.multnomah.or.us

Phone: (503) 988-8308
FAX: (503) 988-3093

April 20, 2006

Grant Coordinator
Property Tax Division
Oregon Department of Revenue
P. O. Box 14380
Salem, Oregon 97310-2501

Enclosed is Multnomah County's FY 2006-07 Property Tax Program as approved by the Board of County Commissioners on April 20, 2006.

We trust the enclosed materials provide everything you require for your analysis. Should you have any questions, or if you require additional information, please contact Kathy Tuneberg, Assessment and Taxation Director at 503-988-5132. We appreciate your anticipated cooperation in the review and approval of Multnomah County's plan.

Sincerely,

Diane M. Linn, County Chair

enclosure
cc: Board of County Commissioners
Dave Boyer, Chief Financial Officer, Department of County Management
Elizabeth Harchenko, Oregon Department of Revenue

OREGON
DEPARTMENT
OF REVENUE

Grant Application Resolution

Multnomah County is applying to the Department of Revenue in order to participate in the Assessment and Taxation grant.

This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.027, 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

Multnomah County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. County is generally in compliance with ORS 308.027, 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

Multnomah County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of $14,193,298. If 100 percent is not appropriated, no grant shall be made to the county for the quarter in which the county is out of compliance.

County designates: Kathy Tuneberg

Telephone: 503-988-5132

E-mail address: kathleen.a.tuneberg@co.multnomah.or.us as the county contact person(s) for this grant application.

Diane M. Linn, Multnomah County Chair

April 20, 2006

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 06-056

Certifying an Estimate of Expenditures for Fiscal Year 2006-2007 for Assessment and Taxation in Accordance with ORS 294.175

The Multnomah County Board of Commissioners Finds:

a. ORS 294.175 requires counties to file by May 1st of each calendar year an estimate of expenditures for assessment and taxation for the ensuing year with the Department of Revenue.

b. Assessment & Taxation has prepared such an estimate of expenditures in accordance with the requirements of ORS 294.175 and Department of Revenue administrative rules. A copy of the estimate is attached.

The Multnomah County Board of Commissioners Resolves:

1. The attached estimate of expenditures for the fiscal year 2006-07 for assessment and taxation for Multnomah County is certified for filing with the Department of Revenue as required by ORS 294.175.

ADOPTED this 20th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, County Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John S. Thomas, Deputy County Attorney

Form 7

County : Multnomah County

SUMMARY OF EXPENSES FORM

2006-07

EXPENDITURES FOR:	A ASSESSMENT ADMINISTRATION	B VALUATION	C BOPTA	D TAX COLLECTION AND DISTRIBUTION	E CARTOGRAPHY	F A&T DATA PROCESSING	G TOTAL
1 **Personal Services**	$ 2,774,031	$ 4,620,205	$ 88,610	$ 2,252,955	$ 581,820	$ 122,316	$ 10,439,937
2 **Materials and Services**	$ 528,271	$ 584,616	$ 35,041	$ 855,010	$ 101,198	$ 905,623	$ 3,009,759
3 **Cost of Transportation** (Do not include in Materials & Services or Capital Outlay)	$ 2,314	$ 50,355	$ 333	$ 2,972	$ 50	$ 278	$ 56,302
4 **Capital Outlay** (Do not include in Materials and Services)	$ -	$ -	$ -	$ -	$ -	$ 12,000	$ 12,000
5. TOTAL Direct Expenditures	**$ 3,304,616**	**$ 5,255,176**	**$ 123,984**	**$ 3,110,937**	**$ 683,068**	**$ 1,040,217**	**$ 13,517,998**

NOTES:

Note 1. Specify the method used to determine indirect costs:

5 percent of total direct expenditures less capital outlay.
(Indirect costs = (the total of rows 1,2, and 3 in Column G) X 5%)

$675,300

OR

Percent amount approved by a federal granting agency

[ ] % **of** [ ]

Note 1 Results: Total indirect costs **$675,300**

Note 2. Total expenditures for consideration in the grant.
(Sum of "Results" from Note 1 + column G, row 5 above).

$14,193,298

Note 3. The total budgeted capital outlay limitation imposed by the grant based on the method chosen in Note 1 is: $ 905,189

Enter the amount of your total budgeted capital outlay without regard to the limitation imposed by the grant: $ 12,000

Note 4. Approved ORMAP dollars for the fiscal year for this grant application in Cartography Materials and Services.

$ 80,000

Summary Calculation:

Total direct expenditures (Col G, row 5)	**$13,517,998**
Total indirect included in grant (note 1 results)	**$675,300**
Total expenditures for consideration in the grant.	**$14,193,298**

MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST

Board Clerk Use Only	
Meeting Date:	04/20/06
Agenda Item #:	R-3
Est. Start Time:	9:40 AM
Date Submitted:	03/07/06

BUDGET MODIFICATION: -

Agenda Title:	**PROCLAMATION Proclaiming April 23rd through April 29, 2006 as Multnomah County Volunteer Week and April 25th as a Special Day of Recognition for Multnomah County Volunteers**

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

Date Requested:	April 20, 2005	**Time Requested:**	10 minutes
Department:	**Non-Departmental**	**Division:**	Citizen Involvement
Contact(s):	Kathleen Todd		
Phone:	503-988-3450 **Ext.** 83450	**I/O Address:**	503/6th/CIC
Presenter(s):	Kathleen Todd and CIC Members		

General Information

1. **What action are you requesting from the Board?**

   Approval of a PROCLAMATION Proclaiming April 23 through April 29, 2006 as Multnomah County Volunteer Week.

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

   Each year thousands upon thousands of volunteers across the nation tirelessly contribute to the betterment of their communities. National Volunteer Week is April 23 through 29, 2006 this year and the Citizen Involvement Committee is requesting that the Multnomah County Board of Commissioners acknowledge and honor our community volunteers as well.

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

   N/A

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

   N/A

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

   The annual Citizen Involvement Committee Volunteer Awards Ceremony is scheduled for Tuesday, April 25, 2006.

Required Signatures

Department/ Agency Director: Kathleen M. Todd **Date:** 03/07/06

Budget Analyst: _____ **Date:** _____

Department HR: _____ **Date:** _____

Countywide HR: _____ **Date:** _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. ___

Proclaiming April 23rd through April 29, 2006 as Multnomah County Volunteer Week and April 25th as a Special Day of Recognition for Multnomah County Volunteers

The Multnomah County Board of Commissioners Finds:

a. One of America's greatest national resources is its volunteers, and the invaluable resources they devote toward a healthy and productive society.

b. Each year thousands upon thousands of volunteers across the nation tirelessly contribute to the betterment of their communities.

c. It has long been a tradition in our community for volunteers, men, women and children alike, to perform work of the highest quality and to bring sunshine and hope to the lives of others.

d. Our community volunteers, who give so freely of their time, energy, and ability, do so only for a smile and a thank you for their countless hours of service, and for the knowledge of providing an invaluable service to others.

The Multnomah County Board of Commissioners Proclaims:

The week of April 23rd through April 29, 2006 as **Multnomah County Volunteer Week** and April 25th as a Special Day of Recognition for Multnomah County Volunteers. We take great pleasure in honoring all volunteers with our sincere gratitude and appreciation for their dedicated, selfless, and compassionate efforts.

ADOPTED this 20th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

_____
Diane M. Linn, County Chair

_____
Maria Rojo de Steffey,
Commissioner District 1

_____
Serena Cruz Walsh,
Commissioner District 2

_____
Lisa Naito,
Commissioner District 3

_____
Lonnie Roberts,
Commissioner District 4

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 06-057

Proclaiming April 23rd through April 29, 2006 as Multnomah County Volunteer Week and April 25th as a Special Day of Recognition for Multnomah County Volunteers

The Multnomah County Board of Commissioners Finds:

a. One of America's greatest national resources is its volunteers, and the invaluable resources they devote toward a healthy and productive society.

b. Each year thousands upon thousands of volunteers across the nation tirelessly contribute to the betterment of their communities.

c. It has long been a tradition in our community for volunteers, men, women and children alike, to perform work of the highest quality and to bring sunshine and hope to the lives of others.

d. Our community volunteers, who give so freely of their time, energy, and ability, do so only for a smile and a thank you for their countless hours of service, and for the knowledge of providing an invaluable service to others.

The Multnomah County Board of Commissioners Proclaims:

The week of April 23rd through April 29, 2006 as **Multnomah County Volunteer Week** and April 25th as a Special Day of Recognition for Multnomah County Volunteers. We take great pleasure in honoring all volunteers with our sincere gratitude and appreciation for their dedicated, selfless, and compassionate efforts.

ADOPTED this 20th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, County Chair

Maria Rojo de Steffey,
Commissioner District 1

Serena Cruz Walsh,
Commissioner District 2

Lisa Naito,
Commissioner District 3

Lonnie Roberts,
Commissioner District 4

MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST

Board Clerk Use Only	
Meeting Date:	04/20/06
Agenda Item #:	R-4
Est. Start Time:	9:45 AM
Date Submitted:	04/12/06

BUDGET MODIFICATION: -

Agenda Title:	**PROCLAMATION Proclaiming the Accomplishments of the Multnomah Education Service District's 2006 Academic All-Stars**

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

Date Requested:	4/20/2006	**Time Requested:**	15 minutes
Department:	Non-Departmental	**Division:**	Chair's Office
Contact(s):	Chair Diane Linn, Andy Smith		
Phone:	503 988-5772 **Ext.** 85772	**I/O Address:**	503/600
Presenter(s):	Andy Smith and Tifni Roberts, MESD		

General Information

1. **What action are you requesting from the Board?**
   Request the Board approve the MESD 2006 Academic All-Stars Proclamation
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
   Each year the Multnomah County Education Service District's (MESD) Academic All-Stars Program, in collaboration with the County's 19 public high schools, honors outstanding students who have attained the highest levels of academic and community achievement.
3. **Explain the fiscal impact (current year and ongoing).**
   No current year/ongoing fiscal impact.
4. **Explain any legal and/or policy issues involved.**
   No legal and/or policy issues involved.
5. **Explain any citizen and/or other government participation that has or will take place.**
   N/A

Required Signatures

Department/ Agency Director: _____ **Date:** 04/12/06

Budget Analyst: _____ **Date:** _____

Department HR: _____ **Date:** _____

Countywide HR: _____ **Date:** _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. _____

Proclaiming the Accomplishments of the Multnomah Education Service District's 2006 Academic All-Stars

The Multnomah County Board of Commissioners Finds:

a. Each year the Multnomah Education Service District's (MESD) Academic All-Stars program, in collaboration with the County's 19 public high schools, honors outstanding students who have attained the highest levels of academic and community achievement.

b. The Academic All-Stars program began 23 years ago and has stayed true to its original purpose of recognizing and rewarding academically outstanding high school students who compete in nine categories.

c. This year, 200 students from all 19 Multnomah County public high schools applied by submitting a summary of their academic achievements, writing a 750-word essay and providing letters of recommendation. Judges from MESD invited 128 students to submit a comprehensive portfolio of their academic work and extracurricular activities. A group of 30 volunteer judges from the local community reviewed 68 portfolios and conducted personal interviews.

d. This year 68 students, listed on the following pages, representing 13 of Multnomah County's 19 public high schools, have been named as MESD's 2006 Academic All-Stars.

e. These finalists will be honored and awarded college scholarships at the Academic All-Stars Awards Ceremony on April 24, 2006.

The Multnomah County Board of Commissioners Proclaims:

1. These 68 distinguished young scholars and citizens represent a model of excellence for us all. The Board of County Commissioners, and all of Multnomah County, applauds their outstanding personal and scholastic achievements.

   All-Around Category:
   Kiva Oken Wilson High School, Katherine Singleton Grant High School, Jessica Yoon Gresham High School, Tara Smithee Centennial High School, Cameron Crockett Sam Barlow High School, Nick Farris Lincoln High School, Hannah Cassard Lincoln High School, Michael Scheinman Grant High School.

   Computers & Technology Category:
   David Masulis Gresham High School, Mathew Polzin Wilson High School, Derek McIntyre Centennial High School, Katherine Fromwiller Sam Barlow High School, Trevor DeLuca Gresham High School, Gavin Hills Sam Barlow High School, Alan Huynh David Douglas High School.

   Foreign Language Category:
   Chelsey Thomas Gresham High School, LaTara Valle David Douglas High School, Edeline Ungureanu David Douglas High School, Alix Franco Gresham High School, Jessica Lichtman Lincoln High School, Rebecca Fisher Grant High School, Daniel Cruse Grant High School, Grace Larson Cleveland High School.

   Language Arts Category:
   Thomas Brant Grant High School, Gordon Kawaley Parkrose High School, Mercedes Mandich Metropolitan Learning Center, Lauren Forbes Parkrose High School, Emily Smith Gresham High School, Maria Purice Centennial High School, Ariel Puls Grant High School, Molly Dischner Wilson High School.

Mathematics:
Narain Vijayashanker Reynolds High School, Allen Water Wilson High School, Zak Accuardi Grant High School, Michael Smith Cleveland High School, Ryan Sauders Reynolds High School, Cosmin Budau Parkrose High School, Lauren Ross Parkrose High School, Ryan Saffores Gresham High School.

Performing Arts Category:
Kendra Berentsen David Douglas High School, Colin Corbett Wilson High School, Megan Little David Douglas High School, Joseph Harmon Riverdale High School, Sophia Jackson Parkrose High School, Emily Mower Gresham High School, Rachel Northcraft Sam Barlow High School, Samuel Burns Grant High School.

Science Category:
Adam Anderson Wilson High School, Nicole West Riverdale High School, Angela Dang David Douglas High School, Sam Whitman Cleveland High School, Marissa Duncan Gresham High School, Emily Slayton Gresham High School, Evan Pulvers Grant High School, Nga Pham David Douglas High School.

Social Science Category:
Jonathan Kadish Wilson High School, Joe Piucci Grant High School, Lois Farrow-Parshley Lincoln High School, Grant Alport Lincoln High School, Christine Davis David Douglas High School, Lynsey Harrison Reynolds High School, Rachel Huguet Sam Barlow High School.

Visual Arts Category:
Stella Tran David Douglas High School, Kevin Quale Lincoln High School, Phillip Market Centennial High school, Cheng Saechao Parkrose High School, Ben Anderson Grant High School, Jennifer Allen Gresham High School.

PROCLAIMED this 20th day of April 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

_____
Diane M. Linn, County Chair

_____
Maria Rojo de Steffey,
Commissioner District 1

_____
Serena Cruz Walsh,
Commissioner District 2

_____
Lisa Naito,
Commissioner District 3

_____
Lonnie Roberts,
Commissioner District 4

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 06-058

Proclaiming the Accomplishments of the Multnomah Education Service District's 2006 Academic All-Stars

The Multnomah County Board of Commissioners Finds:

a. Each year the Multnomah Education Service District's (MESD) Academic All-Stars program, in collaboration with the County's 19 public high schools, honors outstanding students who have attained the highest levels of academic and community achievement.

b. The Academic All-Stars program began 23 years ago and has stayed true to its original purpose of recognizing and rewarding academically outstanding high school students who compete in nine categories.

c. This year, 200 students from all 19 Multnomah County public high schools applied by submitting a summary of their academic achievements, writing a 750-word essay and providing letters of recommendation. Judges from MESD invited 128 students to submit a comprehensive portfolio of their academic work and extracurricular activities. A group of 30 volunteer judges from the local community reviewed 68 portfolios and conducted personal interviews.

d. This year 68 students, listed on the following pages, representing 13 of Multnomah County's 19 public high schools, have been named as MESD's 2006 Academic All-Stars.

e. These finalists will be honored and awarded college scholarships at the Academic All-Stars Awards Ceremony on April 24, 2006.

The Multnomah County Board of Commissioners Proclaims:

1. These 68 distinguished young scholars and citizens represent a model of excellence for us all. The Board of County Commissioners, and all of Multnomah County, applauds their outstanding personal and scholastic achievements.

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   Kiva Oken Wilson High School, Katherine Singleton Grant High School, Jessica Yoon Gresham High School, Tara Smithee Centennial High School, Cameron Crockett Sam Barlow High School, Nick Farris Lincoln High School, Hannah Cassard Lincoln High School, Michael Scheinman Grant High School.

   Computers & Technology Category:
   David Masulis Gresham High School, Mathew Polzin Wilson High School, Derek McIntyre Centennial High School, Katherine Fromwiller Sam Barlow High School, Trevor DeLuca Gresham High School, Gavin Hills Sam Barlow High School, Alan Huynh David Douglas High School.

   Foreign Language Category:
   Chelsey Thomas Gresham High School, LaTara Valle David Douglas High School, Edeline Ungureanu David Douglas High School, Alix Franco Gresham High School, Jessica Lichtman Lincoln High School, Rebecca Fisher Grant High School, Daniel Cruse Grant High School, Grace Larson Cleveland High School.

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   Thomas Brant Grant High School, Gordon Kawaley Parkrose High School, Mercedes Mandich Metropolitan Learning Center, Lauren Forbes Parkrose High School, Emily Smith Gresham High School, Maria Purice Centennial High School, Ariel Puls Grant High School, Molly Dischner Wilson High School.

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Adam Anderson Wilson High School, Nicole West Riverdale High School, Angela Dang David Douglas High School, Sam Whitman Cleveland High School, Marissa Duncan Gresham High School, Emily Slayton Gresham High School, Evan Pulvers Grant High School, Nga Pham David Douglas High School.

Social Science Category:
Jonathan Kadish Wilson High School, Joe Piucci Grant High School, Lois Farrow-Parshley Lincoln High School, Grant Alport Lincoln High School, Christine Davis David Douglas High School, Lynsey Harrison Reynolds High School, Rachel Huguet Sam Barlow High School.

Visual Arts Category:
Stella Tran David Douglas High School, Kevin Quale Lincoln High School, Phillip Market Centennial High school, Cheng Saechao Parkrose High School, Ben Anderson Grant High School, Jennifer Allen Gresham High School.

PROCLAIMED this 20th day of April 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, County Chair

Maria Rojo de Steffey,
Commissioner District 1

Serena Cruz Walsh,
Commissioner District 2

Lisa Naito,
Commissioner District 3

Lonnie Roberts,
Commissioner District 4

MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST

Board Clerk Use Only	
Meeting Date:	04/20/06
Agenda Item #:	R-5
Est. Start Time:	9:50 AM
Date Submitted:	04/11/06

BUDGET MODIFICATION: -

Agenda Title:	**RESOLUTION Endorsing the Central Eastside Stakeholders Committee Recommendation and Requesting that the Portland Development Commission Concentrate Urban Renewal Funding on Projects that Provide Economic Development, Job Growth, Job Retention, and Special Needs Housing**

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

Date Requested:	April 20, 2006	**Time Requested:**	15 minutes
Department:	**Non-Departmental**	**Division:**	Chair's Office
Contact(s):	Pam Krecklow		
Phone:	503-988-4382 **Ext.** 84382	**I/O Address:**	274/FPM
Presenter(s):	**Doug Butler, Pam Krecklow**		

General Information

1. What action are you requesting from the Board?

Approval of resolution supporting the Central Eastside Urban Renewal Stakeholders recommendation to extend and expand the Central Eastside Urban Renewal District.

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

The Portland Development Commission's (PDC) Central Eastside Urban Renewal Plan (CES) was adopted by the City Council on August 26, 1986. It incorporates 681 acres along the East bank of the Willamette River between Interstate 84 and Powell Avenue, with an eastern boundary at 12th Avenue. It is a diverse Urban Renewal District that includes distinct industrial, warehouse, office, retail, and residential pockets. The Central Eastside accounts for 17,000 jobs, 1,100 businesses, and over 1,000 housing units.

Over the course of the last 20 years the Central Eastside Urban Renewal has expended $36.5 million

on varying projects including: $750,000 in storefront improvements, $2.1 million in preservation and $2.4 million in development loan assistance, 14 acres of land assembly, Burnside Bridgehead, East Bank Esplanade & East Bank Park, Holman Building, and Wentworth Place Redevelopment and completed studies for the Burnside/Couch couplet and Street Car Feasibility.

The CES allows for bonds to be issued through August 26, 2006, and PDC plans on issuing $17.3 million in 2006 prior to that expiration. If the 2006 bonds are issued, PDC will have expended $53.8 million of the $66.2 million of maximum indebtedness. This leaves $12.4 million in debt capacity unused for the district.

For the last nine months PDC managed a varied 14 member stakeholder committee which produced a recommendation on how to address the pending expiration and remaining indebtedness questions. There are several positive elements within the Stakeholder's Committee recommendation that the County feels are supportive elements such as investment in Hooper Detox and the investment in Washington Monroe High School property.

The committee negotiated a recommendation that extends bond issuance for an additional eight years, increases maximum indebtedness by $22.7 million, and expands the district by 7.1 acres in order to fulfill the original goals for the district and ensure the district's development remains focused on an industrial sanctuary.

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

Urban renewal directly impacts the County through a loss of foregone taxes. The result of the committee's recommendation will extend the burden on the County by foregoing $22 million in tax revenue through 2023. That equates to approximately $1.6 million a year in lost property taxes.

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

A loss in tax revenue affects every resident in Multnomah County, not just those residing in the City of Portland. And even though the County does not have a vote in urban renewal matters, the County examines urban renewal decisions from a larger perspective than both the Portland Development Commission and the City Council.

The County supports the long term investment that urban renewal creates by providing over $14 million toward long term investments across all the urban renewal areas each year. That commitment has been strengthened by the County's advocacy and support for prior urban renewal decisions.

A concern for the County is the recent shift toward urban renewal dollars being used for City infrastructure investment. This shift takes funding away from the County's focus toward job growth, employment retention, and housing, especially special need housing. These latter types of investments increase the tax base and allow the affected taxing jurisdictions to receive full potential from urban renewal rather than having urban renewal make up funding gaps for City capital projects.

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

The CES Stakeholder Committee meetings were open to the public. The committee, at public meetings, have briefed the Neighborhood Groups, League of Women Voters, Business Association, the Planning Commission, the City Council, the Portland Development Commission, as well as Board staff and the Board on their recommendation. PDC will be formalzing their recommendation on April 26, 2006 with their recommendation going to Planning Commission on May 23rd and City Council on June 14th and June 21st.

Required Signatures

Department/ Agency Director: _____ **Date:** 04/11/06

Budget Analyst: _____ **Date:** _____

Department HR: _____ **Date:** _____

Countywide HR: _____ **Date:** _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Endorsing the Central Eastside Stakeholders Committee Recommendation and Requesting that the Portland Development Commission Concentrate Urban Renewal Funding on Projects that Provide Economic Development, Job Growth, Job Retention, and Special Needs Housing

The Multnomah County Board of Commissioners Finds:

a. The Portland Development Commission's (PDC) Central Eastside Urban Renewal Plan (CES) was adopted by the City Council on August 26, 1986. It incorporates 681 acres along the East bank of the Willamette River between Interstate 84 and Powell Avenue, with an eastern boundary at 12th Avenue. It is a diverse Urban Renewal District that includes distinct industrial, warehouse, office, retail, and residential pockets. The Central Eastside accounts for 17,000 jobs, 1,100 businesses, and over 1,000 housing units.

b. Over the course of the last 20 years the Central Eastside Urban Renewal has expended $36.5 million on varying projects including: $750,000 in storefront improvements, $2.1 million in preservation and $2.4 million in development loan assistance, 14 acres of land assembly, Burnside Bridgehead, East Bank Esplanade and East Bank Park, Holman Building, and Wentworth Place Redevelopment and completed studies for the Burnside/Couch couplet and Street Car Feasibility.

c. The CES allows for bonds to be issued through August 26, 2006, and PDC plans on issuing $17.3 million in 2006 prior to that expiration. If the 2006 bonds are issued, PDC will have expended $53.8 million of the $66.2 million of maximum indebtedness. This leaves $12.4 million in debt capacity unused for the district.

d. For the last nine months PDC managed a varied 14 member stakeholder committee which produced a recommendation on how to address the pending expiration and remaining indebtedness questions. There are several positive elements within the Stakeholders Committee recommendation that the County feels are supportive elements such as investment in Hooper Detox and the investment in Washington Monroe High School property.

e. The committee negotiated a recommendation that extends bond issuance for an additional eight years, increases maximum indebtedness by $22.7 million, and expands the district by 7.1 acres in order to fulfill the original goals for the district and ensure the district's development remains focused on an industrial sanctuary.

f. Urban renewal directly impacts the County through a loss of foregone taxes. The result of the committee's recommendation will extend the burden on the County by foregoing $22 million in tax revenue through 2023. That equates to approximately $1.6 million a year in lost property taxes.

g. A loss in tax revenue affects every resident in Multnomah County, not just those residing in the City of Portland. And even though the County does not have a vote in urban

renewal matters, the County examines urban renewal decisions from a larger perspective than both the Portland Development Commission and the City Council.

h. The County supports the long term investment that urban renewal creates by providing over $14 million toward long term investments across all the urban renewal areas each year. That commitment has been strengthened by the County's advocacy and support for prior urban renewal decisions.

i. A concern for the County is the recent shift toward urban renewal dollars being used for City infrastructure investment. This shift takes funding away from the County's focus toward job growth, employment retention, and housing, especially special need housing. These latter types of investments increase the tax base and allow the affected taxing jurisdictions to receive full potential from urban renewal rather than having urban renewal make up funding gaps for City capital projects.

The Multnomah County Board of Commissioners Resolves:

1. The Board of County Commissioners supports the process and the compromises made by the Central Eastside Stakeholders Committee and endorses the consensus recommendation of the Committee to renew and extend the Central Eastside Urban Renewal Area Plan.

2. The Board requests that the Portland Development Commission concentrate urban renewal funding on projects that provide economic development, job growth, job retention, and special needs housing.

ADOPTED this 20th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

_____
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John S. Thomas, Deputy County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 06-059

Endorsing the Central Eastside Stakeholders Committee Recommendation and Requesting that the Portland Development Commission Concentrate Urban Renewal Funding on Projects that Provide Economic Development, Job Growth, Job Retention, and Special Needs Housing

The Multnomah County Board of Commissioners Finds:

a. The Portland Development Commission's (PDC) Central Eastside Urban Renewal Plan (CES) was adopted by the City Council on August 26, 1986. It incorporates 681 acres along the East bank of the Willamette River between Interstate 84 and Powell Avenue, with an eastern boundary at 12th Avenue. It is a diverse Urban Renewal District that includes distinct industrial, warehouse, office, retail, and residential pockets. The Central Eastside accounts for 17,000 jobs, 1,100 businesses, and over 1,000 housing units.

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e. The committee negotiated a recommendation that extends bond issuance for an additional eight years, increases maximum indebtedness by $22.7 million, and expands the district by 7.1 acres in order to fulfill the original goals for the district and ensure the district's development remains focused on an industrial sanctuary.

f. Urban renewal directly impacts the County through a loss of foregone taxes. The result of the committee's recommendation will extend the burden on the County by foregoing $22 million in tax revenue through 2023. That equates to approximately $1.6 million a year in lost property taxes.

g. A loss in tax revenue affects every resident in Multnomah County, not just those residing in the City of Portland. And even though the County does not have a vote in urban

renewal matters, the County examines urban renewal decisions from a larger perspective than both the Portland Development Commission and the City Council.

h. The County supports the long term investment that urban renewal creates by providing over $14 million toward long term investments across all the urban renewal areas each year. That commitment has been strengthened by the County's advocacy and support for prior urban renewal decisions.

i. A concern for the County is the recent shift toward urban renewal dollars being used for City infrastructure investment. This shift takes funding away from the County's focus toward job growth, employment retention, and housing, especially special need housing. These latter types of investments increase the tax base and allow the affected taxing jurisdictions to receive full potential from urban renewal rather than having urban renewal make up funding gaps for City capital projects.

The Multnomah County Board of Commissioners Resolves:

1. The Board of County Commissioners supports the process and the compromises made by the Central Eastside Stakeholders Committee and endorses the consensus recommendation of the Committee to renew and extend the Central Eastside Urban Renewal Area Plan.

2. The Board requests that the Portland Development Commission concentrate urban renewal funding on projects that provide economic development, job growth, job retention, and special needs housing.

ADOPTED this 20th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John S. Thomas, Deputy County Attorney

MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST

Board Clerk Use Only	
Meeting Date:	04/20/06
Agenda Item #:	R-6
Est. Start Time:	10:00 AM
Date Submitted:	03/21/06

BUDGET MODIFICATION: -

Agenda Title: **Report on Outcomes, Court Appearance Notification System**

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

Date Requested:	April 20, 2006	**Time Requested:**	30 minutes
Department:	Non-Departmental	**Division:**	LPSCC
Contact(s):	Judy Shiprack		
Phone:	503 988-5894 **Ext.** 85894	**I/O Address:**	503/600
Presenter(s):	Matt Nice, Judy Shiprack		

General Information

1. **What action are you requesting from the Board?**
   BRIEFING ONLY
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
   Failure to appear (FTA) to court hearings is a significant drain on criminal justice system resources. The Court Appearance Notification System 9CANS) was created in Multnomah County in May 2005 as a pilot program to determine if the failure to appear rate could be reduced by telephoning defendants prior to their court date to remind them of their hearing.
3. **Explain the fiscal impact (current year and ongoing).**
   The results are a net cost-avoidance to the criminal justice system of as much as $264,000 in a half-year of operation (and a $40,000 contract to a vendor to make automated calls).
4. **Explain any legal and/or policy issues involved.**
   A program offer has been submitted to continue this program, should the County Commissioners see fit to do so.

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

This program is in collaboration with a variety of public safety system partners, including the Police (Portland and Gresham), the Courts, and Multnomah County.

Required Signatures

Department/ Agency Director: J Shipack **Date:** 03/21/06

Budget Analyst: _____ **Date:** _____

Department HR: _____ **Date:** _____

Countywide HR: _____ **Date:** _____

Court Appearance Notification System: Evaluation Highlights

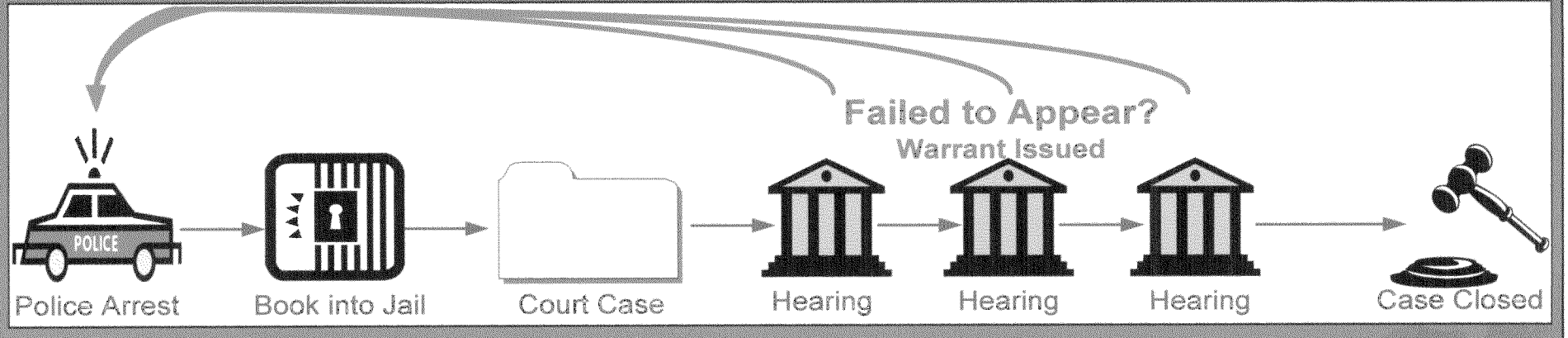
Reducing Failures to Appear

A Report to the Board of County Commissioners
April 20, 2006

Presented by Matt Nice, Budget Office Evaluation

What is FTA

- *Failure to Appear* (FTA) occurs when a defendant doesn't show at their scheduled court hearing
- Most FTAs are for low-level offenses
- Backs up the justice system; often leads to issuing new warrants



Why Does FTA Matter

- Warrants lead to subsequent arrest, booking and jailing of low-level offenders unnecessarily using jail beds
- An estimated 30% of all County cases have at least one FTA; some have multiple
- Research has found that those with FTA's are twice as likely to go to jail compared to those with the same charges who show up; and they spend twice as much time in jail

What is *CANS*

- *CANS* is an innovative pilot program that began operating in May 2005
- Designed to reduce the failures to appear (FTA) at court hearings
- Based on proven King County model
- Cross-jurisdictional oversight committee

How it Works

- Just like your doctor's office– it calls people to remind them of upcoming appointments
- Computer system reminds defendants of the time, date, and location of their hearing
- Up to three telephone reminder calls are attempted before each hearing

What was Done

- In the first 6 months 2,391 defendants were called
- This was approximately 21% of all eligible cases
- Contact was made in 75% of cases
- The *CANS* program was not fully implemented as initially designed

What was Done

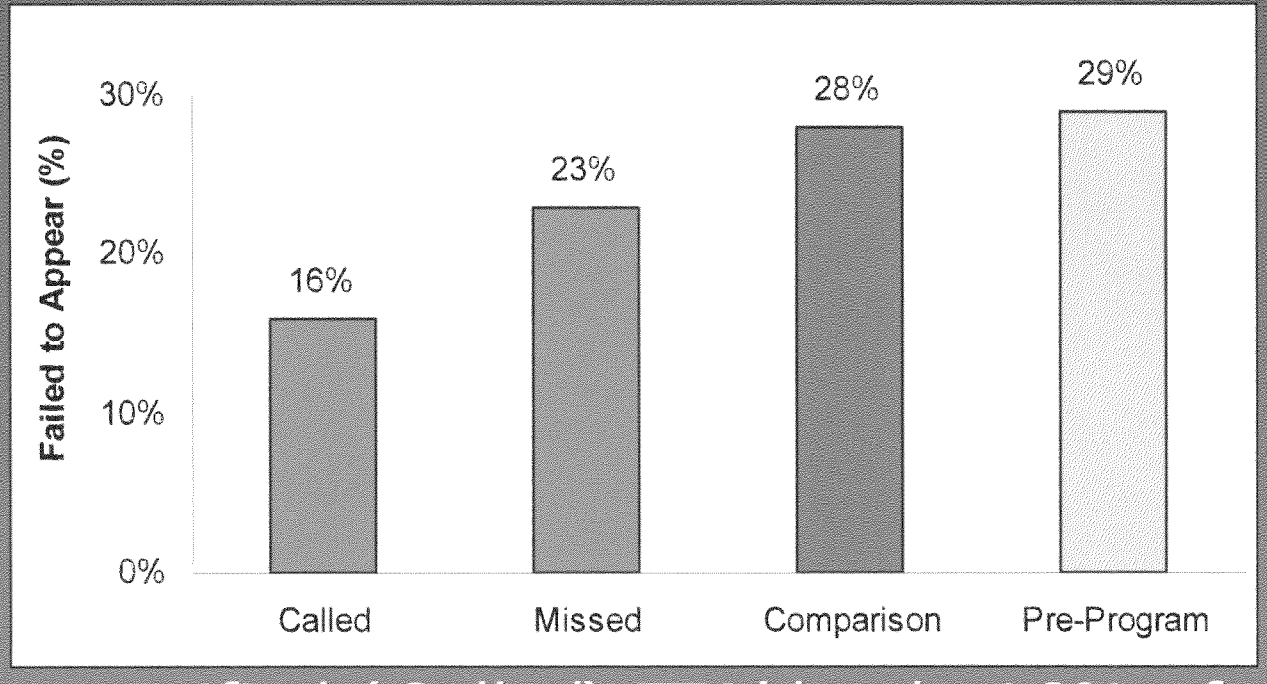
	Missed Notification	Successful Notification	Total	Successful (%)
May-05	7	25	32	78%
June-05	143	261	404	65%
July-05	103	294	397	74%
August-05	109	310	419	74%
September-05	105	371	476	78%
October-05	70	320	390	82%
November-05	54	219	273	80%
Total	591	1,800	2,391	75%

- Successful notification increased over time
- Monthly cases peaked in September and then declined

What We Achieved

- Examined outcomes of FTA, minority over-representation, and overall cost-benefit
- Compared four groups to identify program specific results
  - The group that was called and successfully contacted (*Called*)
  - The group that was called, but missed the call (*Missed*)
  - The group that would have been called, but no phone number was on file (*Comparison*)
  - A group from the previous year who would have been called if program had existed (*Pre-Program*)

Outcome: FTA



- Those notified (*Called*) FTA'd only 16% of the time—a 43 to 45% decrease over comparison defendants that were never contacted
- *Spill-over effects* were observed—those that *missed* their reminder calls still saw decreases of 18% to 21% over defendants that were never contacted

Outcome: Over-Representation

- Previous Local Public Safety Coordinating Council work identified minority over-representation in FTA rates
- What was *CANS* effect on minority over-representation

Outcome: Over-Representation

Group	Race	FTA Rate (%)
Called	Person Of Color	**14%**
	White	18%
	Total	16%
Missed	Person Of Color	30%
	White	19%
	Total	23%
Comparison	Person Of Color	23%
	White	32%
	Total	28%
Pre-Program Comparison	Person Of Color	40%
	White	23%
	Total	29%

- Persons of color that were notified had FTA rates of 14%—a 39% to 65% decrease over comparison defendants of color, who were never contacted

Outcome: Overall Cost-Benefit

Function/ Component	Cost of an FTA Only	Cost if a New Warrant's Issued
Issuing/ clearing warrants		$26
Police apprehension		$198
Booking in jail		$291
Jail holding (1 day)		$110
Court hearing (loaded)	$695	$695
Total	$695	$1,320

- Based on the reduced number of FTAs and subsequent warrants that were not issued, the costs avoided for the first year netted more than $520,000
- That's $14 saved for each $1 spent

Recommendation Highlights

- Increasing the number of available phone numbers is paramount. Only 21% of eligible hearings were called
- Add Gresham court cases to the call system as soon as possible
- Add multiple language options to the call notification system, beginning with Spanish
- Increase the number of calls and change call times to increase the chance of successful notification
- Add a part-time temporary position to assure full program implementation occurs

Conclusions

- Investment in innovations can significantly improve services and reduce costs
- For those notified:
  - FTAs were reduced 43%-45%
  - Minority over-representation was reduced
  - Savings in the first year are estimated at $520,000– a 14:1 savings

CANS Work Group

- Judy Shiprack, Local Public Coordinating Council (LPSCC)
- Doug Bray, State Circuit Court
- Fred Lenzser, District Attorney's Office
- John Conners, Metropolitan Public Defender's Office
- Matt Nice, Budget Office Evaluation

Copies of the full report and its highlights can be found on-line at:
http://www.co.multnomah.or.us/dbcs/budget/performance/index.shtml

COURT APPEARANCE NOTIFICATION SYSTEM: EVALUATION HIGHLIGHTS (#002-06A)

The *Court Appearance Notification System* was established in Multnomah County in May 2005, to reduce the failure to appear rate. By notifying defendants of their upcoming hearings, the system reduced the likelihood of failing to appear by 43% to 45%. Results appeared to reduce minority over-representation in failures to appear in court. In its first full year of operation the program is estimated to save the criminal justice system more than $500,000.

Background. *Failure to appear* (FTA) in court is a significant drain on criminal justice system resources by all justice agencies. FTA often results in the production of warrants which are issued by judges, processed by the Sheriff's Office, served by various law enforcement agencies, and requiring low-risk arrestees to be jailed until their hearing, wasting valuable jail space.

The *Court Appearance Notification System* (CANS) was established in Multnomah County as a pilot program to determine if the failure to appear rate could effectively be reduced. Like a doctor's office, the program worked by telephoning defendants prior to their court hearing to remind them where and when to show up.

Notification Calls Were Placed. Between May 31, 2005 and November 30, 2005 there were 2,391 hearings where a computer placed notification calls. This represented approximately 21% of all eligible hearings. Most calls occurred at 8:00 AM weekdays, with any subsequent calls occurring every two hours after the previous missed call (10:00AM and 12:00PM). During this time period more than 4,440 total calls were placed for an average of 1.8 calls per hearing.

Hearing Notification Attempts

Month of Call	Miss (#)	Success (#)	Total (#)	Success (%)
May	7	25	32	78%
June	143	261	404	65%
July	103	294	397	74%
August	109	310	419	74%
September	105	371	476	78%
October	70	320	390	82%
November	54	219	273	80%
Total	591	1800	2391	75%

Notification calls were typically placed three days before the hearing date. Calls where either an individual answered or an answering machine takes a significant proportion of the call were identified as 'successful calls.'

Seventy-five percent of all hearings had successful notification and this rate increased over time from 65% to 80% (May only had one day of calls).

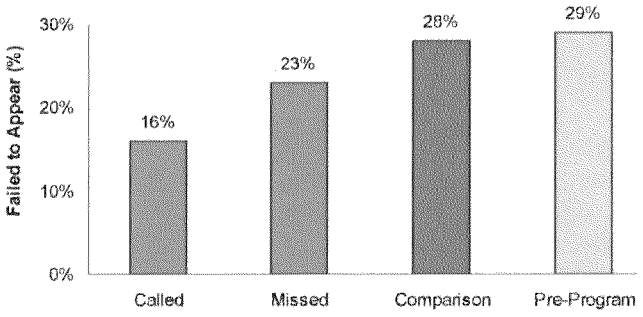
One quarter of all hearing notification calls were missed by the recipient. Missed calls were repeated three times before the being coded 'missed.'

Notification Outcomes. An outcome evaluation was conducted to determine if differences in FTA rates occurred for those who received CANS notification. Four groups were sampled and compared: CANS participants who successfully received notification (Called), CANS participants who did not successfully receive notification (Missed), a comparison group who would have been called but had no phone number on file (Comparison), and a pre-treatment comparison group who would have been called if the program were in effect in 2004 (Pre-Program). There was little difference in the demographics of each group. Results have a sampling error of +/-5% with a 95% confidence interval.

Demographic Characteristics by Group

Group	Sample Size (n)	Males	White	Age
Called	243	79%	62%	34.2
Missed	191	82%	58%	35.5
Comparison	272	82%	60%	34.8
Pre-Program	270	75%	62%	35.1

As shown in the following bar chart, 16% of CANS participants who successfully received a call resulted in an FTA versus 23% who missed their notification. Overall, the CANS program had an FTA rate of 18%. Those who never received hearing notification calls failed to appear between 28% and 29% of the time.



Based on these results, the CANS program effectively reduced the FTA rate by 36% to 38%. Those who successfully received a notification call decreased their failure rate by 43% to 45%. Additionally, results suggest

that partial benefits were extended to those who had calls placed, but were not successfully contacted (18% to 21% reduction).

Racial Over-Representation. One unintended consequence in any new criminal justice program is the possibility of increasing racial disparities also known as over-representation. A December 2002 Local Public Safety Coordinating Council (LPSCC) report identified issues relating to increasing the rate of appearances at court as a way to reduce racial over-representation in the criminal justice system. In developing CANS, LPSCC wanted to know if the effects would be race neutral, or perhaps reduce the current disparity previously identified.

Failure to Appear by Group and Race		
Group	Race	FTA Rate (%)
Called	Person Of Color	14%
	White	18%
	Total	16%
Missed	Person Of Color	30%
	White	19%
	Total	23%
Comparison	Person Of Color	23%
	White	32%
	Total	28%
Pre-Program Comparison	Person Of Color	40%
	White	23%
	Total	29%

Results found that the those persons of color who successfully received a reminder call had a lower incidence of FTA (14%) than persons of color who did not receive calls (23% to 40%), and was lower than that of whites (18%). This suggests that the reduced FTA rates from the program extend to both persons of color and whites, but appear more strongly for persons of color.

Calculating Cost Avoidance. Costs associated with an FTA can be avoided. At a minimum costs are incurred when judges, prosecutors, defense and support staff must re-process a missed hearing. These costs increase when new warrants are produced and reconciled.

Cost Estimates per FTA		
Function/ Component	Cost of an FTA Only	Cost if a New Warrant's Issued
Issuing/ clearing warrants		$ 26.42
Police apprehension		$ 197.58
Booking in jail		$ 291.23
Jail holding (1 day)		$ 109.61
Court hearing (loaded)	$ 694.94	$ 694.94
Total	$ 694.94	$1319.78

Based on the findings from the outcome evaluation, approximately 28.5% of hearings would have failed to appear without CANS. Participants had an overall FTA rate of 18%; 16% of successful calls resulting in an FTA and 23% of missed calls resulting in an FTA. Based on the total 2,391 hearings, the program was able to reduce the number of FTAs by 251 and new warrants by 177. At an estimated cost of $1,320 per FTA warrant, a cost-avoidance of $232,836 was calculated. An additional $51,426 was saved for the reduction in FTAs that did not generate a new warrant.

The estimated net benefit to the criminal justice system for the first six months of operation was ($232,836+ $51,426-$20,000 (program costs)) about $264,000. It is estimated that a full year of operation at its current level would save the criminal justice system approximately $528,000.

Recommendations. Based on the results of the evaluation, this program is effective at reducing the failure to appear. Even so, there are several recommendations that should be implemented if the program is to achieve its full potential:

1. Increasing the number of available phone numbers is paramount. Only 21% of eligible hearings were called. In cases where the defendant reports no phone number, a family or friend's contact number should be sought.
2. Add Gresham court cases to the call system as soon as possible. After which, all other hearing types should be incrementally added to the system as appropriate.
3. Add multiple language options to the call notification system, beginning with Spanish.
4. Increase and change call times to increase the chance of successful notification.
5. Calls should be placed on weekends and tested.
6. Maximize the number of calls possible by a) notifying defendants that missed their court hearing of any outstanding warrants, and b) utilize the system to notify police and witnesses of upcoming hearings where their testimony is needed.
7. Renegotiate the vendor contract to better reflect the amount of call volume actually occurring.
8. Determine why some calls that had numbers were not made.
9. Add a part-time temporary position to assure full program implementation occurs. Greater cost-savings could be realized after the program is fully implemented.

The full report and other research are available online at : www.co.multnomah.or.us/dbcs/budget/performance/index.shtml

MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST

Board Clerk Use Only	
Meeting Date:	04/20/06
Agenda Item #:	R-7
Est. Start Time:	10:20 AM
Date Submitted:	04/07/06

BUDGET MODIFICATION: -

Agenda Title:	**RESOLUTION Adopting Amended Rules and Bylaws of The Hospital Facilities Authority of Multnomah County**

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

Date Requested:	April 20, 2006	**Time Requested:**	10 mins
Department:	**Department of County Management**	**Division:**	Director/CFO
Contact(s):	Dave Boyer		
Phone:	(503) 988-3903 **Ext.** 83903	**I/O Address:**	503 / 531
Presenter(s):	Dave Boyer		

General Information

1. What action are you requesting from the Board?

The Department of County Management recommends approval of this Hospital Facilities Resolution approving the rules and bylaw amendments.

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

The Hospital Facility Authority of Multnomah County, Oregon has received a request from Terwilliger Plaza to issue additional Hospital Authority Revenue bond. Terwilliger currently owns and operates a Continuing Care Retirement Community (CCRC) with 204 independent living apartments, 44 assisted living apartments, and 21 residential care units (in lieu of nursing beds). The existing campus was opened in 1962. Currently Terwilliger has approximately $24 million of outstanding Series 1999 Bonds (The Hospital Authority of Multnomah County issued these bonds). This debt will remain in place, with an additional need for approximately $35 million to finance 48 new independent living apartments and a wellness center and pool.

Terwilliger has maintained strong occupancy, and has an excellent reputation in the Portland market.

There is room adjacent to existing buildings to add the new 48 units, which will be connected to the existing building via sky bridge. Total Project costs, including contingencies, are currently estimated at roughly $30 million. Terwilliger has already begun marketing and pre-construction activities using cash reserves, and desires to close the bond issue and reimburse pre-finance expenditures in July or August of 2006.

Terwilliger intends to finance the Project with a tax-exempt bond ,managed by Ziegler Capital Markets Group, issue of roughly $35,000,000 (the "New Bonds"), to be comprised of three separate series:

- $20 million (estimated) of variable rate demand bonds supported by a bank letter of credit, to be repaid with new entry fees post-opening;
- $5 million of Ziegler's adjustable rate non-rated bonds
- $10-11 million of fixed rate non-rated bonds.

Terwilliger's currently outstanding Series 1999 Bonds is approximately $24 million. Parity debt is permitted, and the tests for such are anticipated to be easily met. It is the intent that all bonds share the same collateral pool with parity liens.

Because some of the bonds will be issued non-rated, the Hospital Facilities Authority needs to amend its bylaws to permit non rated issues. Both Terwilliger Plaza and Ziegler have strong financial positions and at the current time Terwilliger estimates that it will be able to issue this debt at a lower overall cost with non rated debt. The County CFO has met with Zeigler and Terwilliger and agrees with them. The change will not pose a financial of legal liability on the County or Hospital Authority but allow for more flexible methods to issue bonds.

The principal of and interest on the Bonds will not constitute a debt of Multnomah County, Oregon or the Multnomah Authority, nor shall the Bonds be payable from a tax of any nature levied upon any property within Multnomah County, Oregon nor any other political subdivision of the State of Oregon. The Bonds will be payable only from the revenues and resources provided by Terwilliger Plaza.

3. **Explain the fiscal impact (current year and ongoing).**
   None

4. **Explain any legal and/or policy issues involved.**
   Multnomah County's Hospital Authority authorizes these types of bond issues.

5. **Explain any citizen and/or other government participation that has or will take place.**
   The appropriate public hearings will be held as this project moves forward.

Required Signatures

Department/ Agency Director: David 9 Boyer **Date:** 04/07/06

Budget Analyst: _____ **Date:** _____

Department HR: _____ **Date:** _____

Countywide HR: _____ **Date:** _____

BEFORE THE HOSPITAL FACILITIES AUTHORITY OF
MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 06-1

Adopting Amended Rules and Bylaws of The Hospital Facilities Authority of Multnomah County

The Board of Directors of The Hospital Facilities Authority of Multnomah County, Oregon finds:

a. The Hospital Facilities Authority of Multnomah County, Oregon ("Authority") has been established by Resolution No. 98-197 adopted by the Board of County Commissioners on December 3, 1998.

b. The Board of Directors of the Authority adopted Rules and Bylaws by its Resolution No. 98-1 on December 3, 1998.

c. It is necessary to amend the rules and bylaws of the Authority.

The Authority Resolves:

The following Rules and Bylaws are adopted as the Bylaws of the Authority.

RULES AND BYLAWS OF THE HOSPITAL FACILITIES AUTHORITY OF MULTNOMAH COUNTY, OREGON

ARTICLE I.
NAME – OFFICE

Section 1.

Name of Authority. The name of the Authority shall be The Hospital Facilities Authority of Multnomah County, Oregon in accordance with Resolution No. 98-197 of the Board of Commissioners of Multnomah County, Oregon adopted pursuant to ORS 441.525 to 441.595, as amended from time to time (the "Act").

Section 2.

Office of Authority. The offices of the Authority shall be at such place in Multnomah County, Oregon as the Authority from time to time may designate.

ARTICLE II.

Section 1.

Officers. The Authority shall be managed and controlled by a board of directors composed of the Board of County Commissioners. The Chair of the Board of County Commissioners shall serve as the Chair of the Authority. The Vice Chair of the Board of County Commissioners shall serve as the Vice Chair of the Authority. The Secretary of the Authority shall be elected by a majority vote of the directors present at the meeting at which the election is held.

Section 2.

The Chair. The chair shall preside at all meetings of the Authority. The chair shall sign all contracts, deeds, bonds, notes and other instruments made by the Authority except as otherwise authorized by resolution of the Authority.

Section 3.

The Vice Chair. The vice chair shall perform duties of the chair in the absence or incapacity of the chair and in any case the resignation or death of the chair, the vice chair shall perform such duties as are imposed on the chair until such time as a new Chair of the Board of Commissioners is elected.

Section 4.

Secretary. The secretary shall keep or cause to be kept the minutes and the official records of the Authority, attest signatures of the Authority, certify copies of Authority documents and perform such other duties required of a secretary.

Section 5.

Assistant Secretary. The Chief Financial Officer, Director, Finance Division or designee (herein referred to as the "Director") of Multnomah County, Oregon shall serve as assistant secretary and he or she shall keep the minutes and official records of the Authority and may certify documents and perform other duties delegated by the Secretary. The Assistant Secretary shall be responsible for the fiscal administration of all funds of the Authority, shall act as signer of checks drawn upon the accounts of the Authority and shall be responsible for the fiscal accounts of the Authority.

Section 6.

Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or the bylaws or rules and regulations of the Authority.

Section 7.

Vacancies. Should an office become vacant, the vacant office shall be filled consistent with the County's Home Rule Charter.

Section 8.

Additional Personnel. The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the laws of the State of Oregon applicable thereto. The creation and compensation of positions shall be determined by the Authority.

ARTICLE III.
MEETINGS

Section 1.

Annual Meetings. The annual meetings of the Authority shall be held not later than the third week in August of each year.

Section 2.

Regular Meetings. Regular meetings may be held with official notice at such time and place as may from time to time be determined by resolution of the Authority. In the event a day of regular meeting shall be a legal holiday, the meeting shall be held on the next succeeding business day.

Section 3.

Special Meetings. Special meetings may be called at the discretion of the Chair. The call for a special meeting of the Authority shall be for the purpose of transacting any business designated in the call. The call for a special meeting shall be delivered or mailed to each directors of the Authority and shall be given at least twenty-four (24) hours prior to the date of such special meeting. Provided, however, the call may be waived by written unanimous consent of all directors of the Authority. Except as provided in the preceding sentence, at such special meeting no business shall be considered other than as designated in the call, but if all of the directors of the Authority are present at a special meeting, any and all business may be transacted at such special meeting upon unanimous consent of all directors of the Authority.

Section 4.

Quorum. A majority of the directors shall constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time .until a quorum is obtained. Action may be taken by the Authority upon a vote of a majority of those directors present and voting.

Section 5.

Order of Business. At the regular meeting of the Authority, the following shall be the order of business:

Roll Call
Approval of Minutes
Report of Chair Resolutions
Other Business Adjournment

All adopted resolutions shall be in writing and shall be incorporated into the minutes. Failure to follow the order of business shall not invalidate the issuance of any bonds or other obligations of the Authority.

Section 6.

Manner of Voting. Voting on all matters coming before the Authority shall be by voice, except the presiding officer may request a call of the roll, and if a roll call vote shall be taken the ayes, nays and name of any directors who have disqualified themselves, shall be entered upon the minute book.

Section 7.

Robert's Rules. All rules of order not herein provided for shall be determined in accordance with "Robert's Rules of Order."

ARTICLE IV.
FEES AND MANNER OF BOND OFFERING

Section 1.

Fees and Expenses. The Authority shall charge fees for each of its revenue bonds as determined by the board of directors from time to time; provided, however, the initial fee for each borrower shall equal one dollar ($1.00) per thousand dollars ($1,000) of the principal amount of the revenue bonds, but not less than $10,000 nor shall exceed $50,000. In addition, the borrower shall be required to pay the fees and charges of the Authority's bond counsel and special counsel and for any time incurred by Multnomah County's finance or legal staff.

Section 2.

Manner of Bond Offering. Revenue bonds of the Authority shall be sold to the public or privately placed in a manner satisfactory to the Director.

ARTICLE V.
AMENDMENTS

Section 1.

Amendments to Bylaws. The bylaws of the Authority shall be amended only with the approval of the directors of the Authority at a duly convened meeting, but no such amendment shall be adopted unless at least five (5) days' written notice thereof has been previously given to all of directors of the Authority. Such notice shall identify the section or sections of the bylaws proposed to be amended. Provided, however, such notice may be waived by written unanimous consent in writing of all directors of the Authority.

Adopted by The Hospital Facilities Authority of Multnomah County, Oregon this 20th day of April 2006.

THE HOSPITAL FACILITIES AUTHORITY OF MULTNOMAH COUNTY, OREGON

By:_____
Chair

ATTEST:

By:_____
Secretary

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By:_____
Agnes Sowle, County Attorney

BEFORE THE HOSPITAL FACILITIES AUTHORITY OF
MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 06-1 [06-060]

Adopting Amended Rules and Bylaws of The Hospital Facilities Authority of Multnomah County

The Board of Directors of The Hospital Facilities Authority of Multnomah County, Oregon finds:

a. The Hospital Facilities Authority of Multnomah County, Oregon ("Authority") has been established by Resolution No. 98-197 adopted by the Board of County Commissioners on December 3, 1998.

b. The Board of Directors of the Authority adopted Rules and Bylaws by its Resolution No. 98-1 on December 3, 1998.

c. It is necessary to amend the rules and bylaws of the Authority.

The Authority Resolves:

The following Rules and Bylaws are adopted as the Bylaws of the Authority.

RULES AND BYLAWS OF THE HOSPITAL FACILITIES AUTHORITY OF MULTNOMAH COUNTY, OREGON

ARTICLE I.
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Section 3.

The Vice Chair. The vice chair shall perform duties of the chair in the absence or incapacity of the chair and in any case the resignation or death of the chair, the vice chair shall perform such duties as are imposed on the chair until such time as a new Chair of the Board of Commissioners is elected.

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Section 6.

Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or the bylaws or rules and regulations of the Authority.

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Vacancies. Should an office become vacant, the vacant office shall be filled consistent with the County's Home Rule Charter.

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Quorum. A majority of the directors shall constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time .until a quorum is obtained. Action may be taken by the Authority upon a vote of a majority of those directors present and voting.

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Order of Business. At the regular meeting of the Authority, the following shall be the order of business:

Roll Call
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Report of Chair Resolutions
Other Business Adjournment

All adopted resolutions shall be in writing and shall be incorporated into the minutes. Failure to follow the order of business shall not invalidate the issuance of any bonds or other obligations of the Authority.

Section 6.

Manner of Voting. Voting on all matters coming before the Authority shall be by voice, except the presiding officer may request a call of the roll, and if a roll call vote shall be taken the ayes, nays and name of any directors who have disqualified themselves, shall be entered upon the minute book.

Section 7.

Robert's Rules. All rules of order not herein provided for shall be determined in accordance with "Robert's Rules of Order."

ARTICLE IV.
FEES AND MANNER OF BOND OFFERING

Section 1.

Fees and Expenses. The Authority shall charge fees for each of its revenue bonds as determined by the board of directors from time to time; provided, however, the initial fee for each borrower shall equal one dollar ($1.00) per thousand dollars ($1,000) of the principal amount of the revenue bonds, but not less than $10,000 nor shall exceed $50,000. In addition, the borrower shall be required to pay the fees and charges of the Authority's bond counsel and special counsel and for any time incurred by Multnomah County's finance or legal staff.

Section 2.

Manner of Bond Offering. Revenue bonds of the Authority shall be sold to the public or privately placed in a manner satisfactory to the Director.

ARTICLE V.
AMENDMENTS

Section 1.

Amendments to Bylaws. The bylaws of the Authority shall be amended only with the approval of the directors of the Authority at a duly convened meeting, but no such amendment shall be adopted unless at least five (5) days' written notice thereof has been previously given to all of directors of the Authority. Such notice shall identify the section or sections of the bylaws proposed to be amended. Provided, however, such notice may be waived by written unanimous consent in writing of all directors of the Authority.

ADOPTED by The Hospital Facilities Authority of Multnomah County, Oregon this 20th day of April 2006.

THE HOSPITAL FACILITIES AUTHORITY OF MULTNOMAH COUNTY, OREGON

By:_____
Diane M. Linn, Chair

ATTEST:

By:_____
Dave A. Boyer, Secretary

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By:_____
Agnes Sowle, County Attorney

MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST

Board Clerk Use Only	
Meeting Date:	04/20/06
Agenda Item #:	R-8
Est. Start Time:	10:25 AM
Date Submitted:	03/27/06

BUDGET MODIFICATION: -

Agenda Title:	**First Reading and Possible Adoption of an ORDINANCE Amending County Land Use Code, Plans and Maps to Adopt Portland's Recent Land Use Code, Plan and Map Revisions Related to the Adoption and Implementation of the Regulatory Improvement Package 1 and Living Smart Code Amendments in Compliance with Metro's Functional Plan and Declaring an Emergency**

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

Date Requested:	April 20, 2006	**Time Requested:**	5 minutes
Department:	Community Services	**Program:**	Land Use & Transportation
Contact(s):	Karen Schilling		
Phone:	503-988-3043 **Ext.** 29635	**I/O Address:**	455/116
Presenter(s):	Karen Schilling		

General Information

1. **What action are you requesting from the Board?**

   Adopt the ordinance as recommended by the Portland Planning Commission and Portland City Council.

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

   On October 11, 2001 the Board adopted Ordinance 967 (effective date January 1, 2002) adopting, in summary, the Portland Comprehensive Plan and zoning ordinance. The County and the City of Portland have been engaged in agreements enabling the City of Portland to provide planning services to achieve compliance with the Metro Functional Plan for those areas outside the City limits, but within the urban growth boundary and urban service boundary of Portland. Since the adoption of Ordinance 967 and subsequently Ordinance 997, the attached ordinances have been passed by the Portland City Council and therefore the County must adopt them pursuant to our

intergovernmental agreement to keep the code up to date. Multnomah County and the City of Portland entered into an Intergovernmental Agreement (IGA) to transfer land use planning responsibilities on January 1, 2002. The IGA lays out a process requiring the County to ensure that any amendments to the City's comprehensive plan, zoning code and other regulations adopted by the City Council will be considered by the County Board of Commissioners at the earliest possible meeting. It also states "The County Board of Commissioners shall enact all comprehensive plan and code amendments so that they take effect on the same date specified by the City's enacting ordinance" (unless adopted by emergency). The City will have taken action on all of the above items by the hearing date of this ordinance. If the County does not adopt these amendments, the IGA will be void and the County will be required to resume responsibility for planning and zoning administration within the affected areas.

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

   NA

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

   State law requires a notice be placed in a newspaper of general circulation 10 days prior (4/10/06) to the BCC hearing. We request adoption of this ordinance by emergency to closely align with the City of Portland effective date (4/22/06) as stated in the IGA. The County Attorney's office was involved in the drafting of the original IGA and has been involved in coordinating our compliance effort through adoption of these code amendments.

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

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

Required Signatures

Department/ Agency Director: Robert A Maestre **Date:** 03/27/06

Budget Analyst: _____ **Date:** _____

Department HR: _____ **Date:** _____

Countywide HR: _____ **Date:** _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. ____

Amending County Land Use Code, Plans and Maps to Adopt Portland's Recent Land Use Code, Plan and Map Revisions Related to the Adoption and Implementation of the Regulatory Improvement Package 1 and Living Smart Code Amendments in Compliance with Metro's Functional Plan and Declaring an Emergency

The Multnomah County Board of Commissioners Finds:

a. The Board of County Commissioners (Board) adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.

b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions comply with the goals and policies adopted by the Metro Council.

c. In 1998, the County and the City of Portland (City) amended the Urban Planning Area Agreement to include an agreement that the City would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the Urban Growth Boundary and Portland's Urban Services Boundary.

d. It is impracticable to have the County Planning Commission conduct hearings and make recommendations on land use legislative actions pursuant to MCC 37.0710, within unincorporated areas inside the Urban Growth Boundary for which the City provides urban planning and permitting services. The Board intends to exempt these areas from the requirements of MCC 37.0710, and will instead consider the recommendations of the Portland Planning Commission and City Council when legislative matters for these areas are brought before the Board for action as required by intergovernmental agreement (County Contract #4600002792) (IGA).

e. On March 16, 2006, the Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and map amendments in compliance with Metro's Functional Plan by Ordinance 1071.

f. Since the adoption of Ordinance 1071, the City's Planning Commission recommended land use code, plan and map amendments to the City Council through duly noticed public hearings.

g. The City notified affected County property owners as required by the IGA.

h. The City Council adopted the land use code, plan and map amendments, set out in Section 1 below and attached as Exhibits 1 through 4. The IGA requires that the County adopt these amendments for the City planning and zoning administration within the affected areas.

Multnomah County Ordains as follows:

Section 1. The County Comprehensive Framework Plan, community plans, rural area plans, sectional zoning maps and land use code chapters are amended to include the City land use code, plan and map amendments, attached as Exhibits 1 through 4, effective on the same date as the respective Portland ordinance:

Exhibit No.	Description	Effective / Hearing Date
1	Ordinance adopting and implementing the Regulatory Improvement Package #1; amending Title 33. (**PDX Ord. #179980**)	4/22/06
2	Exhibit A – Regulatory Improvement Workplan, Package 1	1/17/ 2006
3	Ordinance adopting the Living Smart Code Amendments; amending Title 33. (**PDX Ord. #179994**)	4/22/06
4	Exhibit A – Living Smart Code Amendments Recommended Draft	2/21/2006

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

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

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

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

FIRST READING AND ADOPTION: April 20, 2006

BOARD OF COUNTY COMMISSIONERS,
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandra N. Duffy, Assistant County Attorney

EXHIBIT LIST FOR ORDINANCE

1. Ordinance adopting and implementing the Regulatory Improvement Package #1; amending Title 33. (**PDX Ord. #179980**)

2. Exhibit A – Regulatory Improvement Workplan, Package 1

3. Ordinance adopting the Living Smart Code Amendments; amending Title 33. (**PDX Ord. #179994**)

4. Exhibit A – Living Smart Code Amendments Recommended Draft

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 1073

Amending County Land Use Code, Plans and Maps to Adopt Portland's Recent Land Use Code, Plan and Map Revisions Related to the Adoption and Implementation of the Regulatory Improvement Package 1 and Living Smart Code Amendments in Compliance with Metro's Functional Plan and Declaring an Emergency

The Multnomah County Board of Commissioners Finds:

a. The Board of County Commissioners (Board) adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.

b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions comply with the goals and policies adopted by the Metro Council.

c. In 1998, the County and the City of Portland (City) amended the Urban Planning Area Agreement to include an agreement that the City would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the Urban Growth Boundary and Portland's Urban Services Boundary.

d. It is impracticable to have the County Planning Commission conduct hearings and make recommendations on land use legislative actions pursuant to MCC 37.0710, within unincorporated areas inside the Urban Growth Boundary for which the City provides urban planning and permitting services. The Board intends to exempt these areas from the requirements of MCC 37.0710, and will instead consider the recommendations of the Portland Planning Commission and City Council when legislative matters for these areas are brought before the Board for action as required by intergovernmental agreement (County Contract #4600002792) (IGA).

e. On March 16, 2006, the Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and map amendments in compliance with Metro's Functional Plan by Ordinance 1071.

f. Since the adoption of Ordinance 1071, the City's Planning Commission recommended land use code, plan and map amendments to the City Council through duly noticed public hearings.

g. The City notified affected County property owners as required by the IGA.

h. The City Council adopted the land use code, plan and map amendments, set out in Section 1 below and attached as Exhibits 1 through 4. The IGA requires that the County adopt these amendments for the City planning and zoning administration within the affected areas.

Multnomah County Ordains as follows:

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

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

FIRST READING AND ADOPTION: April 20, 2006

BOARD OF COUNTY COMMISSIONERS,
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandra N. Duffy, Assistant County Attorney

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MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST

Board Clerk Use Only	
Meeting Date:	04/20/06
Agenda Item #:	R-9
Est. Start Time:	10:30 AM
Date Submitted:	03/24/06

BUDGET MODIFICATION: -

Agenda Title:	**PUBLIC HEARING to Consider and Possibly Act Upon a Measure 37 Claim Filed by Albert and Deane Dilnik Seeking a Waiver of Land Use Rules that Allow them to Transfer to a Third Party the Right to Construct Homes on Three Existing Lots that they Own**

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

Date Requested:	April 20, 2006	**Time Requested:**	30 minutes
Department:	Community Services	**Division:**	Land Use and Transportation
Contact(s):	Adam Barber, Derrick Tokos		
Phone:	503-988-3043 **Ext.** 22599	**I/O Address:**	455/116
Presenter(s):	Adam Barber, Sandy Duffy		

General Information

1. What action are you requesting from the Board?

Action requested is to provide a public hearing and render a decision regarding a Measure 37 claim for property known as TL 2300 (Subdivision Lot 35), T2N, R2W, W.M., Section 24D and TL 1700 (Subdivision Lots 37 & 38), T2N, R1W, W.M., Section 19C (Case file T1-05-042).

This Agenda Placement Request contains summary information related to the claim. A staff report and exhibits related to the claim are attached which provide more detailed information. The staff report contains the analysis conducted by land use planning staff. The exhibits to the staff report contain information supporting that analysis including an appraisal supplied by the applicant, a map, an aerial photo, and ownership information.

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

The claimants currently own a 20 acre property consisting of four individual, 5-acre subdivision

lots, one of which contains a home. Land use rules treat the lots as one property for purposes of development. The claimants have indicated that the challenged regulations enacted after they purchased the properties have prevented them from selling the three vacant lots as developable properties. The claimants do not desire to construct homes themselves but want to be able to transfer development rights to a future owner.

Albert J. and Deane M. Dilnik (claimants) acquired the subject properties on April 5th of 1966. The claimant's narrative description, title report, appraisal and professional opinion by a Century 21 real estate broker assert that the challenged regulations have reduced the value of the lots.

Considering that the Attorney General has issued an opinion that Measure 37 rights are not transferable, the Board should consider this an invalid claim because any development rights gained through regulation waiver would have no value once the lots are sold. Rights gained through a Measure 37 decision are personal to the claimant and are of no value to a third party. Accordingly, once the three undeveloped lots are sold to a third party they will be subject to current regulations prohibiting the establishment of a single family dwelling on each lot. Selling the lots would have the effect of eliminating any restriction in use of the properties and any reduction in real market value. The Board can reassess this claim in the future if the courts find that Measure 37 rights are transferable.

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

No fiscal impact is anticipated to result to the County from this claim during this year or on an ongoing basis. Because the claimants are requesting transferable rights, the Board should view this as an invalid claim not eligible for monetary compensation.

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

Policy and legal issues are outlined in a staff report from Land Use Planning dated March 22, 2006. The County Attorney has advised that any property rights obtained by relief from land use regulations are not transferable under Ballot Measure 37, consistent with the DOJ opinion of February 2005.

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

Deliberation and any action on this item will be done following a public hearing at which interested citizens will have an opportunity to testify and provide written comment in accordance with the Board of Commissioners rules of procedure for the hearing. Public notice of the claim was mailed to all property owners within 750 feet of the subject property. This notice provided a 14 day opportunity to comment period. No written comments were received.

The State of Oregon must also render a decision regarding whether they will pay compensation or choose not to apply the applicable state-wide land use planning regulations. The property owner has made a separate application to the State of Oregon.

Required Signatures

Department/ Agency Director: **Date:** 03/23/06

Budget Analyst: _____ **Date:** _____

Department HR: _____ **Date:** _____

Countywide HR: _____ **Date:** _____

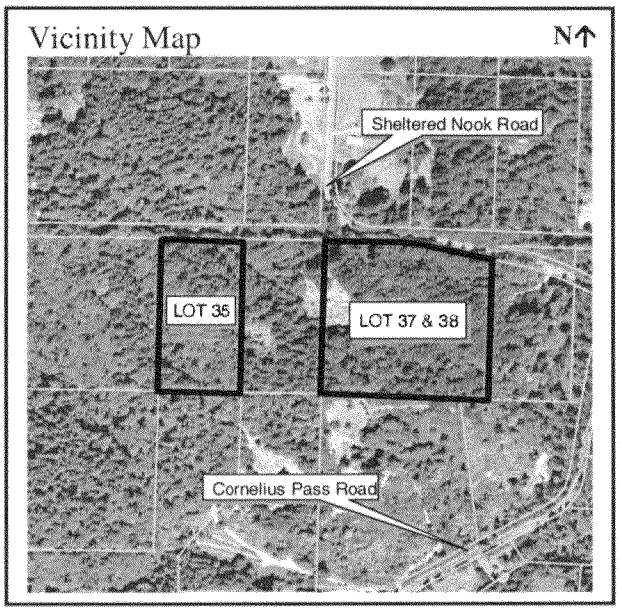
LAND USE & TRANSPORTATION PLANNING PROGRAM
1600 SE 190TH Avenue Portland, OR 97233
PH: 503-988-3043 FAX: 503-988-3389
http://www.co.multnomah.or.us/dbcs/LUT/land_use

Staff Analysis of Measure 37 Claim

The following matter is scheduled for public hearing, deliberation and possible action before the Multnomah County Board of Commissioners

Hearing Date, Time, & Place:

April 20th, 2006 at 9:30 am or soon thereafter, in the Commissioners' Board Room of the Multnomah Building, located at 501 SE Hawthorne, Portland, Oregon.



Case File: T1-05-042

Claimants: Albert & Deane Dilnik
17666 NW Shorewood Dr.
Beaverton, Oregon 97006

Locations: TL 2300 (Subdivision Lot 35), T2N, R2W, W.M., Section 24D
&
TL 1700 (Subdivision Lots 37 & 38), T2N, R1W, W.M., Section 19C

Claim: Demand to not apply Multnomah County Code land use regulations which restrict the owner's desired use of the property to allow the construction of a single family dwelling on each of three undeveloped 5-acre subdivision lots. The claimants currently own a 20 acre property consisting of one home on one 5 acre lot and three other undeveloped 5 acre lots (acreages are approximate). The claimants do not desire to construct the homes on the three undeveloped lots but to sell the properties along with any transferable right to construct a single family dwelling on each lot.

Zoning: Commercial Forest Use-2 (CFU-2), Significant Environmental Concern for wildlife habitat, stream protection and scenic views, and Hillside Development.

Site Size: Lot 35 = 4.74 acres
Lot 37 ≈ 5.0 Acres
Lot 38 ≈ 4.6 Acres

Approach to Deciding the Claim:

As indicated in Multnomah County deed records, Albert J. and Deane M. Dilnik (claimants) acquired the subject properties on April 5, 1966 (Book 485, Page 66). The claimants have indicated that the challenged regulations enacted after they purchased the properties have prevented them from selling the properties to a third party who could construct a single family dwelling on each of the three

undeveloped lots within the Sheltered Nook Subdivision (Exhibit A8). Current land use rules treat the lots as one property for purposes of development. The claimants own a single family dwelling on Lot 36 which is not involved in this Measure 37 claim but is located between lots involved in this claim. The claimant's narrative description, title report, appraisal and professional opinion by a Century 21 real estate broker assert that the challenged regulations have reduced the value of the three undeveloped lots.

Considering that the Attorney General has issued an opinion that Measure 37 rights are not transferable, the Board should consider this an invalid claim because any development rights gained through regulation waiver would have no value once the lots are sold. Rights gained through a Measure 37 decision are personal to the claimant and are of no value to a third party. Accordingly, once the three undeveloped lots are sold to a third party they will be subject to current regulations prohibiting the establishment of a single family dwelling on each lot. Selling the lots would have the effect of eliminating any restriction in use of the properties and any reduction in real market value. The Board can reassess this claim in the future if the courts find that Measure 37 rights are transferable.

Staff Analysis

(The following is a step-by-step evaluation of the claim, which consists of the application materials submitted by Albert and Deane Dilnik. The analysis is structured as a series of questions that must be answered to establish if a claim is valid, comparable to the methodology outlined in a February 24th, 2005 memo authored by the State Attorney General's Office.)

1. *Has the owner made a complete written demand under Ballot Measure 37?*

   Yes. The materials submitted by the claimant constitute a complete "written demand for compensation" within the meaning of the measure.

   On July 12th, 2005, Albert and Deane Dilnik submitted a completed Measure 37 claim form, a $1,500 deposit, a narrative (Exhibit A1), an appraisal (Exhibit A2), letter from a Century 21 broker (Exhibit A5) and a chain of title with copies of the referenced deeds (Exhibits A4 and A7, respectively). These materials constitute a complete written demand for compensation complying with the county's Measure 37 requirements of section 7.520. The real estate appraisal and opinion provided by the real estate broker qualifies as acceptable alternative data because this claim involves a single family dwelling request on each lot (MCC 7.520(10)(b)). The records submitted demonstrate the claimants are in fact the owners of the lots involved in this Measure 37 claim. This alternative data by itself is not adequate to determine the exact amount of any value reduction, although it has been used as a rough approximation for purposes of this staff report.

2. *Did the claimant acquire the property before the laws in question were adopted?*

   Yes. The Claimants first held interest in the identified lots on April 5th, 1966 (Recorded in Book 485, Page 66), prior to the county adopting the challenged regulations set out in the claim.

   The zoning of the three lots was Suburban Residential in 1966 when the claimants purchased the properties. A copy of the Suburban Residential regulations in effect in 1966 is presented as Exhibit B2. The zoning did not change from Suburban Residential to Multiple Use Forest-20 until October of 1977. Zoning of the properties changed again on August 14, 1980 to Multiple Use Forest-19. It is with this change that the aggregation requirements were first imposed. On January 7, 1993 the zoning changed to Commercial Forest Use. The current Commercial Forest Use-2 regulations challenged by the claimants first came into effect in August of 1998 and were later amended in 2002.

3. *Have the challenged regulations restricted the use of the property?*

   No, because the regulations for the three undeveloped lots would revert back to current regulations once sold to a third party. The current regulations prohibit establishment of a dwelling on each undeveloped lot. A discussion on the identified regulations is presented below.

   County maps indicate Tax Lots 35, 37 & 38 are currently zoned Commercial Forest Use-2 (CFU-2) with Significant Environmental Concern Zoning overlays for wildlife habitat, stream protection and scenic views. Portions of all three lots are also located within a Hillside Development zone. The CFU-2 regulations allow a new dwelling on an undeveloped tract of land if all approval criteria can be met.

The claimants highlighted land use regulations they believe restrict the use of the lots. Staff created a list of the challenged regulations presented as Exhibit A6 because the highlighted copy of the regulations submitted by the claimants failed to photocopy clearly. The identified regulations have been grouped into the following four main categories for discussion purposes:

Category 1 – Regulations that would have restricted the claimants use of the property if transferable rights were not requested by the claimants
Category 2 – Regulations that would be premature to find that they restrict the use
Category 3 – Regulations exempt from Measure 37
Category 4 – Unrelated regulations

Category 1 - Regulations that would have restricted the use of the property if transferable rights were not requested by the claimants

The following regulations have been identified as regulations that would have restricted the use of the three identified properties if the claimants did not seek transferable Measure 37 rights. This hypothetical discussion is provided to help better explain the scope of this claim, even though Staff believes a restriction in use has not occurred by any of the regulations discussed in this report.

MCC 33.2240(A)(1) – Requirement that the Lot of Record standards of MCC 33.2275 be met
MCC 33.0005(L)(13) – Lot of Record definition
MCC 33.2275(A)(1) & (2) – Lot of Record Requirements

The county's Lot of Record provisions above require contiguous properties in the same ownership on February 20th, 1990 to be at least 19-acres in size and be lawfully established if they are to be considered separate Lots of Record eligible for a new residential development request. Because Lots 35, 37 and 38 are each smaller than 19-acres in size, all are considered aggregated into one Lot of Record with the developed Lot 36. Accordingly, under the current rules, the claimant's properties are considered one 20-acre Lot of Record. The claimants cannot build on the vacant lots and this would be a restriction of use within the meaning of Measure 37 if the claimants sought to build on the properties themselves.

MCC 33.2210 - Definition of "Tract"
MCC 33.2240(A)(1)(e) – Requirement that no other dwellings be located on the tract
MCC 33.2240(A)(1)(f) – Requirement that no other dwellings are allowed on other lots that make up the tract
MCC 33.2240(A)(1)(g) – Requirement that all lots that are part of the tract be precluded from all future dwelling rights
MCC 33.2240(A)(1)(h) – Requirement that no other lot part of the tract be used to qualify another tract for siting of a dwelling
MCC 33.2240(B)(3) – Requirement that when the proposed tract consists of more than one lot that the remaining lots be consolidated into a single lot prior to issuance of development permits.

A "Tract" is defined by Multnomah County Code section 33.2210 as one or more contiguous Lots of Record in the same ownership. Because the claimants have owned contiguous Lots 35, 36, 37 and 38 since 1966, all four lots are considered to be part of one Tract of land for development purposes. Because the Tract already contains a home on Lot 36, the claimants can not obtain approval under current regulations to establish additional dwellings on any of the three undeveloped lots. In this case, the Tract regulations create much of the same development hurdle as the Lot of Record regulations. If the definition of "Tract" would have restricted the use of the properties (MCC

33.2210), then the other provisions above would have also restricted the use of the properties in the event the claim did not involve transferable rights because they rely on how a Tract is defined.

Category 2 – Regulations that would be premature to find that they restrict the use

- *MCC 33.2260(C) – Dimensional requirements for new structures*

This provision requires all new structures in the Commercial Forest Use-2 zone district be located at least 130-feet from all property lines with exception to the property line paralleling the access road where the setback is 60-feet from the road center. Because the claimants do not propose to develop any of the lots themselves, a specific development plan has not been submitted for any lot involved in this request. It would be premature to find that these regulations restrict the use because the specifics of the proposed development have not been presented.

Category 3 – Regulations exempt from Measure 37 because they relate to health and safety or federal law

- *MCC 33.2305(A)(5)(d) – Development standard requiring the building site slope less than 40 percent.*

This is a fire safety standard prohibiting a dwelling or structure from being located on slopes steeper than 40%. This standard is exempt from Measure 37 as it relates to public safety.

Category 4 – Unrelated regulations

- *MCC 33.2240(A)(1)(c) – Requirement that eleven lots and five dwellings be located within 160-acres of the site to qualify a template dwelling*

This is a Template Test (residential density development test) standard requiring at least eleven lots and five dwellings to be located within a 160-acre square, centered on the Tract, to qualify a new template dwelling on an undeveloped tract of land capable of producing above 85 cf/ac/yr of Doug fir timber. This standard is unrelated to this claim because the Tract already contains a dwelling.

- *MCC 33.2240(B)(1)(b) – Requirement that a heritage tract dwelling can only be located on a tract not capable of producing 5,000 cubic feet per year of commercial timber*

- *MCC 33.2240(B)(1)(c) – Requirement that the heritage tract dwelling be located within 1,500 feet of a public road*

On average, the Goble Silt Loam soils blanketing each lot are anticipated to produce 140 cubic feet per acre, per year of commercial timber[1]. Staff has estimated a total potential yield of approximately 2,800 cubic feet of commercial timber per year for the entire 20-acre tract. This heritage tract dwelling standard is not likely to restrict the use of the property because this projected timber yield does not exceed 5,000 cubic feet per year. In addition, these Heritage Tract Dwelling standards are unrelated to this claim because the Tract already contains a dwelling.

- *MCC 33.2240(A)(5) – Requirement that long-term road access permit or agreement be provided*

[1] "Estimates taken from Multnomah County's Table entitled "Soil Unit Symbols and Names; Productivity Ratings and Classifications for Douglas Fir Yields."

This regulation only applies if the road access to a dwelling is by a road owned and maintained by a private party or by the Oregon Department of Forestry, the Bureau of Land Management, or the United States Forest Service. All lots involved in this request either abut Sheltered Nook Road, a County Raod, or a public road right of way. This regulation does not apply to this claim.

4. *Have the restrictions reduced the fair market value of the property?*

No, there will be no reduction in fair market value of the three undeveloped lots because development rights gained through Measure 37 are personal to the claimant and are of no value to a third party. Staff has outlined below the degree to which the regulations would have restricted the use of the properties if transferable rights were not sought by the claimants. The evaluation below has been presented to help explain the scope of the claim and does not document the specific reduction in fair market value. A reduction in fair market value has not occurred.

The zoning of Lots 35, 37 and 38 was Suburban Residential when the claimants acquired the properties as previously discussed. This zone district allowed the construction of "*single family dwellings*" at that time (MCC 3.1521).

Kimberly Marcellius, Century 21 Broker, submitted a letter of professional opinion on the potential value of the undeveloped lots as developable properties (Exhibit A5). Ms. Marcellius concludes that assuming each of the three vacant lots had adequate vehicular access and adequate septic disposal options, that a starting value of $160,000 would be reasonable *per* lot. Ms. Marcellius also indicates in that letter that Lot 36 containing the home would be valued between $340,000 and $360,000. An opinion by Bob Alcantara, Multnomah County Senior Appraisal Supervisor, confirms these value estimates are within an appropriate range (Exhibit B6).

Assuming a median value of $350,000 for developed Lot 36 and $160,000 for each of the undeveloped lots, it appears from Ms. Marcellius's opinion that a **total estimated value of $830,000** would be a reasonable total value for the entire tract (Lots 35, 36, 37 and 38) if the undeveloped lots could be developed. It should be noted that the $830,000 total was calculated by Staff using the alternative data submitted.

Even though Lot 36 is not involved in this claim, it needed to be included in this total of estimated developed value for the tract because the professional appraisal provides a current value of the entire tract. Because the potential developed value of the tract will be subtracted from the current value of the tract, including Lot 36 in the two values will have no impact on the hypothetical value reduction.

The residential appraisal report prepared by Barry Wilson (#C000345) provides a **current value estimate of $425,000** for the entire tract (Lots 35, 36, 37 and 38) - (Exhibit A2). Comparing the estimated value of the tract with development rights provided by Kimberly Marcellius (Broker) to those of Barry Wilson (Appraiser), it appears the claimant is asserting that the value of the tract has been reduced by roughly $405,000 ($830,000[2] - $425,000[3] = $405,000). It should be clearly noted that the alternative data submitted assumes the ability to develop the lots is transferable by sale which contradicts the Attorney General's opinion on transferability. Also, the alternative data looks

[2] Rough estimate provided by Staff for the total value of Lots 35, 36, 37 and 38 if a single family dwelling of similar value to that on Lot 36 could be constructed on lots 35, 37 and 38.

[3] Current value of Lots 35 (undeveloped), 36 (developed), 37 (undeveloped) and 38 (undeveloped) provided by Barry Wilson, Oregon State Certified General Appraiser.

only at the current market value of the property and comparable properties. It does not look at the impact of the regulations at the time they were imposed. The land use regulations challenged in this claim have constrained the supply of developable properties in this area, the result of which may impact land values of the remaining developable properties in a positive manner[4]. That impact on the value is not considered in the analysis.

Nonetheless, the claimants assert a difference in value between existing developable lots and existing non-developable lots does exist. Staff finds there has been no reduction in fair market value in this case because development rights gained through a Measure 37 decision to not apply regulations are personal to the claimant and are of no value to a third party.

5. *Have those regulations that reduce the fair market value of the property been enforced?*

No, because none of the identified regulations will reduce the fair market value once sold as previously discussed. The claimant has not submitted an application to establish a Dwelling on Lot 35, 37 or 38 under the current regulations. Although it has not been demonstrated that the current regulations could not be met through the submittal of a land use application, Staff would not encourage the claimants to submit such an application because it would not likely be approved due to the Tract and Lot of Record provisions previously discussed.

Public Comment

After a claim for compensation is declared complete pursuant to MCC 7.520(B), the Director shall mail notice of the claim to the claimant, other owners of record of the property, and all owners of property within 750 feet of the subject property. Additional mail notice shall be sent to any public entities with land use regulatory authority over the property and other organizations or persons as the Director may designate (MCC 7.530(A)).

Pursuant to the provisions of MCC 7.530, a 14-day Opportunity to Comment packet was mailed on August 10th, 2005. Only one written comment was submitted by Kate Dreyfus (Multnomah County Transportation Planning Specialist) which is attached as Exhibit B5. Ms. Dreyfus indicated that no conditions of approval would be required from the Transportation Department at this time but any future construction on the lots may require access permits, on and off-site improvements and drainage discharge permits.

An opinion was also submitted by Bob Alcantara, Multnomah County Senior Appraisal Supervisor regarding the alternative data submitted. Mr. Alcantara provides estimated values for the parcels if they are determined to be buildable. Mr. Alcantara's estimates are reasonably consistent with the value estimates provided by Kimberly Marcellus, realtor. Mr. Alcantara's opinion is presented as Exhibit B6. The opinion submitted by Ms. Marcellus is presented as Exhibit A5.

Conclusion

Considering the above findings, Mr. and Mrs. Dilnik have not established that land use regulations enacted after they purchased Lots 35, 37 and 38 have restricted the use or reduced the fair market values of the properties. The Dilniks have indicated that they do not wish to actually build homes on the identified lots but wish to sell the lots to an unrelated third party who would build the homes.

[4] (2006) Jaeger, W., The effects of Land-Use Regulations on Property Values, Environmental Law (VOL 36) Pages 105 – 130.

Considering that the Attorney General has issued an opinion that Measure 37 rights are not transferable, the Board should consider this an invalid claim because any development rights gained through regulation waiver would have no value once the lots are sold. Rights gained through a Measure 37 decision are personal to the claimant and are of no value to a third party. Once the three undeveloped lots are sold to a third party they will be subject to current regulations that prohibit the establishment of a single family dwelling. Accordingly, the lots have no value for residential development. A regulation that restricts the sale of valueless lots does not reduce the value of the property. If in the future the courts find that Measure 37 rights are transferable, the Board can reassess the claim.

Considering the current legal ambiguity surrounding transferability, the Board can not elect to provide monetary compensation for the reduction in value at this time because no reduction in value will result and because alternative data was used in evaluating this claim (MCC 7.520(10)(b)), i.e. there is no evidence to support a monetary compensation figure. The claimants have been clear throughout the process that they wish to sell the identified properties with all Measure 37 rights intact and do not intend to actually construct the single family dwellings. The claimants have also been clear that they do not seek monetary compensation as an outcome.

In conclusion, Staff finds the claim is invalid and is not eligible for regulation waiver or monetary compensation.

Issued by:

By: Adam Barber

Adam Barber, Planner

For: Karen Schilling- Planning Director

Date: March 23, 2006

Exhibits

Copies of the exhibits, referenced herein, are included with this report All other materials submitted to the County related to this claim are included in the case record that is on file at the Land Use and Transportation Planning Office.

Applicant Exhibits

A1. Narrative, submitted July 12, 2005
A2. Appraisal prepared by Barry Wilson, Barry C. Wilson Appraisals, submitted July 12, 2005
A3. Assessment & Taxation Records
A4. Title Report, submitted July 12, 2005
A5. Letter from Kimberly Marcellus, Century 21 Broker, submitted July 12, 2005
A6. List of identified land use regulations restricting use of lots
A7. Deeds submitted July 12, 2005
A8. Measure 37 claim form

Staff Exhibits

B1. Text of Ballot Measure 37 and effective Ordinance
B2. Suburban Residential ordinance in place on date claimants purchased property
B3. Current Zoning Map

B4. Vicinity Map and 2004 Aerial Photo of subject lots
B5. Comments from Kate Dreyfus, Multnomah County Transportation Planning Specialist, received August 24, 2005
B6 Comments from Bob Alcantara, Multnomah County Senior Appraisal Supervisor, received February 23, 2006

In 1908 Multnomah County approved Sheltered Nook Subdivision of 5 acre buildable lots with the owners right of sale at his discretion. That was over 96 years ago. We purchased our home on lot # 36 along with lots #35,37,38 in 1966 with the same rights still in place. We have owned and lived on this property for over 39 years. As senior citizens with serious medical problems we can no longer maintain our property as it should be. So with deep regret we must sell and move to a much smaller place with less responsibility, close to public transportation and other conveniences.

Now we learn that Multnomah County has in place, land use regulations that will not only delay the sale at fair market value, but also remove our rights that were in place since 1908. Who in there right mind would want to buy land they could not build on? People that choose this lifestyle know immediately a given property is there dream place. We are left with the impression that there are some people that work for Multnomah County Planning Commission that are overly concerned about wildlife. The wildlife we see here are doing fine. Example: Our small vegetable garden, 20+ elk pass through enjoying the fruits of our labor (they have came through more than once) and we were in awe, running for the camera. The deer at night, enjoying our rose blossoms, or the BEAR just 10 feet from the house swatting at the bird feeder. He was very hungry.(We have that one on video.) Just one more for you, a crow,(we named TOTO) with a serious wing injury. We kept him in a cage while he recovered, for his own protection. He had the run of the yard after healing for weeks until one day knowing that we were watching him, muttering in crow talk as he walked up the hill and left us. (THAT WAS CROW TALK FOR GOODBYE.)

We have 39 years of country folk memories. Is there any one writing up these restrictions enjoying this kind of life style? My bet is they are all city dwellers.

Barry Wilson's appraisal as you will note was made with land use restrictions in place. Kimberly Marcellus we chose because of her knowledge of land values in this area, came up with an evaluation with no county restrictions resulting in a large discrepancy between the two scenarios.

I spoke to a person in Salem in the department working measure 37 issues and I was told that after we submit a claim with them it would be approved . For our future, please approve our request.

A-1

Barry C Wilson Appraisals
3238 Watercrest Rd
Forest Grove, OR 97116

March 16, 2005

Albert J & Deane M Dilnik
15725 NW Sheltered Nook Rd
Portland, OR 97231

Re: Property: 15725 NW Sheltered Nook Rd
Portland, OR 97231
Client: Albert J & Deane M Dilnik
File No: 0503028

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership. The final estimated Market Value of the subject is $425,000.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached, along with additional comments in the Appraisal Addendum.

I was assisted in the preparation of this Appraisal Report by an appraiser assistant.

If I may be of further service to you, please do not hesitate to contact me.

Sincerely,

Barry C Wilson
Oregon State Certified
General Appraiser #C000345

A-2

Summary Appraisal Report — UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 0503028

SUBJECT

Property Description — City Portland — State OR — Zip Code 97231

Property Address 15725 NW Sheltered Nook Rd — County Multnomah

Legal Description Lots 35, 36, 37 and 38, SHELTERED NOOK — Tax Year 04/05 — R.E. Taxes $ Total unknown — Special Assessments $ None

Assessor's Parcel No. 2N2W24D 2400 — Current Owner Albert J & Deane M Dilnik — Occupant: ☒ Owner ☐ Tenant ☐ Vacant

Borrower NA — Project Type ☐ PUD ☐ Condominium (HUD/VA only) — HOA $ NA /Mo.

Property rights appraised ☒ Fee Simple ☐ Leasehold — Map Reference TG 534 F-3 — Census Tract 71.00

Neighborhood or Project Name Sheltered Nook — Description and $ amount of loan charges/concessions to be paid by seller NA

Sale Price $ NA — Date of Sale NA — Address 15725 NW Sheltered Nook Rd, Portland, OR 97231

Lender/Client Private Party - Albert J & Deane M Dilnik — Address 3238 Watercrest Rd, Forest Grove, OR 97116

Appraiser Barry C Wilson

NEIGHBORHOOD

Location	☐ Urban	☒ Suburban	☐ Rural	Predominant occupancy	Single family housing PRICE $(000)	AGE (yrs)	Present land use %	Land use change	
Built up	☒ Over 75%	☐ 25-75%	☐ Under 25%	☒ Owner 85	120 Low	0	One family 90	☒ Not likely	☐ Likely
Growth rate	☐ Rapid	☒ Stable	☐ Slow	☐ Tenant 15	5,000 High	120	2-4 family	☐ In process	
Property values	☐ Increasing	☒ Stable	☐ Declining	☒ Vacant (0-5%)	Predominant		Multi-family	To:	
Demand/supply	☐ Shortage	☒ In balance	☐ Over supply	☐ Vac.(over 5%)	250 & 400	30	Commercial		
Marketing time	☒ Under 3 mos.	☐ 3-6 mos.	☐ Over 6 mos.				Agricultural 10		

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood boundaries and characteristics: The market area is bounded by Dutch Canyon on the north, Hwy 30 on the east, NW Germantown Rd on the south and NW Mason Hill Rd on the west.

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): The subject is approximately fifteen miles north of downtown Portland. The Scappoose/St Helens area has several timber related employment opportunities. A larger variety of jobs exist in the Portland area. Commuting from this area utilizes private automobiles. Local shopping is available in Scappoose, with regional shopping in Portland.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.): The trend in property values is stable and supply and demand is estimated to be in balance. The average marketing time for the Portland Metropolitan Area was 57 days for the year to date of 2004, per RMLS data. Average marketing time for the areas surrounding the subject was 55 days during the most recently reported month. Marketing times for the sales comparables were 47, 82, 31, 233, 87 and 42 days. A reasonable exposure time for the subject property is the same as reported above in the Marketing time line of this section.

PUD

Project Information for PUDs (If applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? ☐ Yes ☐ No NA

Approximate total number of units in the subject project ____ — Approximate total number of units for sale in the subject project ____

Describe common elements and recreational facilities: The subject property is not located in a PUD.

SITE

Dimensions 1322' x 658' — Corner Lot ☐ Yes ☒ No

Site area 20 acres

Specific zoning classification and description CFU 2 - West Hills Rural Plan Area

Zoning compliance ☒ Legal ☐ Legal nonconforming (Grandfathered use) ☐ Illegal ☐ No zoning

Highest & best use as Improved: ☒ Present use ☐ Other use (explain)

Utilities	Public	Other
Electricity	☒	
Gas	☐	Not available
Water	☐	Well
Sanitary sewer	☐	Septic
Storm sewer	☐	Natural drainage

Off-site Improvements	Type	Public	Private
Street	Asphalt	☒	☐
Curb/gutter	None	☐	☐
Sidewalk	None	☐	☐
Street lights	None	☐	☐
Alley	None	☐	☐

Topography	Sloping
Size	Typical for area
Shape	Rectangular
Drainage	Good
View	Woods
Landscaping	Typical for area
Driveway Surface	Gravel
Apparent easements	Typical utility
FEMA Special Flood Hazard Area	☐ Yes ☒ No
FEMA Zone	D — Map Date 3/18/86
FEMA Map No.	410179 0025A

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): See attached Supplemental Text Addendum.

DESCRIPTION OF IMPROVEMENTS

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units	One	Foundation	Concrete	Slab	No	Area Sq. Ft.	756	Roof	None ☐
No. of Stories	One+Attic	Exterior Walls	Cedar Shake	Crawl Space	No	% Finished	None	Ceiling	Some ☒
Type (Det./Att.)	Detached	Roof Surface	Comp Shingle	Basement	Yes	Ceiling	Open	Walls	Some ☒
Design (Style)	Cottage	Gutters & Dwnspts.	Metal	Sump Pump	None noted	Walls	Concrete	Floor	None ☐
Existing/Proposed	Existing	Window Type	Mixed	Dampness	None noted	Floor	Concrete	None	☐
Age (Yrs.)	72	Storm/Screens	Both	Settlement	None noted	Outside Entry	No	Unknown	☐
Effective Age (Yrs.)	15	Manufactured House	No	Infestation	None noted				

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement						1		2	1	X	Nook	756
Level 1		1	1	1			1	1				1,198
Level 2												485

Finished area above grade contains: 8 Rooms; 3 Bedroom(s); 1 Bath(s); 1,683 Square Feet of Gross Living Area

INTERIOR	Materials/Condition
Floors	Carp-Vinyl-Wd / Ave
Walls	Lath & Plaster / Ave
Trim/Finish	Stained Wood / Ave
Bath Floor	Vinyl / Ave
Bath Wainscot	Fiberglass / Ave
Doors	Wood Panel / Ave

HEATING		KITCHEN EQUIP.		ATTIC		AMENITIES		CAR STORAGE:	
Type	FWA	Refrigerator	☐	None	☐	Fireplace(s) # 2	☒	None	☒
Fuel	Elec	Range/Oven	☐	Stairs	☐	Patio Yes	☒	Garage	# of cars
Condition	Ave	Disposal	☐	Drop Stair	☐	Deck Yes	☒	Attached	
COOLING	Yes	Dishwasher	☒	Scuttle	☒	Porch Front	☒	Detached	
Central	Ht Pump	Fan/Hood	☒	Floor	☐	Fence None	☐	Built-In	
Other	No	Microwave	☐	Heated	☐	Pool None	☐	Carport	
Condition	Ave	Washer/Dryer	☐	Finished	☐			Driveway	4

Additional features (special energy efficient items, etc.): See attached Supplemental Text Addendum.

COMMENTS

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: See attached Supplemental Text Addendum.

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property.: At the time of inspection there were no adverse environmental conditions noted within the improvements, on the site or in the immediate vicinity.

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 0503028

COST APPROACH

Valuation Section

ESTIMATED SITE VALUE = $ 260,000

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): See attached addenda for building sketch and square foot calculations. Estimated reproduction cost new of improvements is derived from Marshall & Swift Residential Cost Handbook. Site value is estimated by market comparison. Assessed values are also compared.

ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:

Dwelling	1,683 Sq. Ft. @$ 84.00	= $	141,372
	756 Sq. Ft. @$ 19.00	=	14,364
		=	
Garage/Carport	Sq. Ft. @$	=	
Total Estimated Cost New		= $	155,736
Less Depreciation	Physical 18,688 / Functional / External	=$	18,688
Depreciated Value of Improvements	Rounded	=$	137,000
"As-Is" Value of Site Improvements	Site prep / landscaping	=$	15,000
INDICATED VALUE BY COST APPROACH	Rounded	=$	412,000

SALES COMPARISON ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	15725 NW Sheltered Nook Rd Portland	18211 NW Collins Rd North Plains		19401 NW Cleetwood Ave Portland		24005 NW Dixie Mountain Rd North Plains	
Proximity to Subject		6.30 miles		2.18 miles		6.19 miles	
Sales Price	$ NA	$ 387,500		$ 307,500		$ 440,000	
Price/Gross Living Area	$ ⌀	$ 203.41 ⌀		$ 166.22 ⌀		$ 153.63 ⌀	
Data and/or Verification Source		RMLS #4032395 Realtor		RMLS #4077900 Realtor		RMLS #4043977 Doc Ref #113157	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.
Sales or Financing Concessions		Conventional Closing costs	-10,000	Pending Sale No concessions		Conventional Closing costs	-5,000
Date of Sale/Time		Closed 8/04		To close 3/28/05		Closed 10/04	
Location	Average	Average		Average		Average	
Leasehold/Fee Simple	Fee simple	Fee simple		Fee simple		Fee simple	
Site	20 acres	9.55	+50,000	1.80 acres	+90,000	5 acres	+75,000
View	Woods	Woods		Woods		Woods	
Design and Appeal	Cottage / Ave	Contemp / Ave		Ranch / Ave		Old-PDX / Ave	
Quality of Construction	Average	Average		Average		Average	
Age	72 A / 15 E	27 A / 15 E		34 A / 15 E		75 A / 5 E	-10,000
Condition	Average	Average		Average		Average	
Above Grade Room Count	Total 8 / Bdrms 3 / Baths 1	Total 6 / Bdrms 2 / Baths 2	-2,000	Total 8 / Bdrms 3 / Baths 2	-2,000	Total 9 / Bdrms 4 / Baths 3	-4,000
Gross Living Area	1,683 Sq. Ft.	1,905 Sq. Ft.	-8,900	1,850 Sq. Ft.	-6,700	2,864 Sq. Ft.	-47,200
Basement & Finished	756 / 0% Fin	None	+7,600	None	+7,600	576 / 0% Fin	+1,800
Rooms Below Grade	None	NA		NA		NA	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	EFWA / Central	EFWA / Central		GFWA / None	+1,500	OFWA / None	+1,500
Energy Efficient Items	Average	Average		Average		Average	
Garage/Carport	None	None		None		2 Car Att	-5,000
Porch, Patio, Deck, Fireplace(s), etc.	Porch,Patio,Deck 2 Fireplaces	Porch,Deck 1 Fireplace	+500 +2,000	Deck Wood stove	+1,500 +3,000	Porch,Deck 2 Fireplaces	+500
Fence, Pool, etc.	No Fence	No Fence		Fence	-1,000	Fence	-1,000
Updating	Miscellaneous	Miscellaneous		Miscellaneous		Extensive	
Net Adj. (total)		☒ + ☐ - $	39,200	☒ + ☐ - $	93,900	☒ + ☐ - $	6,600
Adjusted Sales Price of Comparable		Net 10.1% Gross 20.9% $	426,700	Net 30.5% Gross 36.6% $	401,400	Net 1.5% Gross 34.3% $	446,600

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached Supplemental Text Addendum.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source, for prior sales within year of appraisal	No sale within previous 3 years located in records	No sale within previous 3 years located in records	No sale within previous 3 years located in records	No sale within previous 3 years located in records

Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:
A review of the current sale agreement does not indicate any significant concessions on the sellers part. The property has been exposed to the market for a reasonable period of time.

INDICATED VALUE BY SALES COMPARISON APPROACH $ 425,000

INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent $ NA /Mo. x Gross Rent Multiplier NA = $ NA

RECONCILIATION

This appraisal is made ☒ "as is" ☐ subject to the repairs, alterations, inspections or conditions listed below ☐ subject to completion per plans & specifications.

Conditions of Appraisal: None

Final Reconciliation: Direct sales comparison is the most reliable indicator of the subject's value. The Income Approach is not used, as typical purchasers are owner occupants and are not motivated by potential rental income. The Cost Approach establishes a more general estimate of value.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 6/93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF 3/11/2005 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE $ 425,000

APPRAISER:	SUPERVISORY APPRAISER (ONLY IF REQUIRED):
Signature	Signature ☐ Did ☐ Did Not Inspect Property
Name Barry C Wilson	Name
Date Report Signed 3/16/2005	Date Report Signed
State Certification # C000345 State OR	State Certification # State
Or State License # State	Or State License # State

Freddie Mac Form 70 6/93 Fannie Mae Form 1004 6-93

Form UA2 — "TOTAL for Windows" appraisal software by a la mode, Inc. — 1-800-ALAMODE

UNIFORM RESIDENTIAL APPRAISAL REPORT
MARKET DATA ANALYSIS

Additional Comparables for: 15725 NW Sheltered Nook Rd, Portland, OR 97231

Appraiser's File Number: 0503028

These recent sales of properties are most similar and proximate to subject and have been considered in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of the subject. If a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

SALES COMPARISON ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	15725 NW Sheltered Nook Rd Portland	16115 NW Elliot Rd Portland		14601 NW Nitchman Rd North Plains		19210 NW Logie Trail Portland	
Proximity to Subject		1.41 miles		5.33 miles		1.54 miles	
Sales Price	$ NA		$ 291,900		$ 320,000		$ 215,000
Price/Gross Living Area	$ ¢	$ 148.55 ¢		$ 136.52 ¢		$ ¢	
Data and/or Verification Sources		RMLS #3052499 Doc Ref #075719		RMLS #4003983 Doc Ref #069372		RMLS #4038822 Doc Ref #140247	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.
Sales or Financing Concessions		Conventional No concessions		Conventional No concessions		Used for Land Value Only	
Date of Sale/Time		Closed 3/04		Closed 6/04		Closed 7/04	
Location	Average	Average		Average			
Leasehold/Fee Simple	Fee simple	Fee simple		Fee simple			
Site	20 acres	4.40 acres	+80,000	7.62 acres	+60,000	11.44 acres	+45,000
View	Woods	Woods		Pastoral		Woods	
Design and Appeal	Cottage / Ave	Ranch / Ave		Ranch / Ave			
Quality of Construction	Average	Average		Average			
Age	72 A / 15 E	40 A / 15 E		43 A / 5 E	-10,000		
Condition	Average	Average		Average			
Above Grade Room Count	Total: 8 Bdrms: 3 Baths: 1	Total: 8 Bdrms: 4 Baths: 2.5	-3,500	Total: 9 Bdrms: 4 Baths: 3	-4,000	Total: Bdrms: Baths:	
Gross Living Area	1,683 Sq. Ft.	1,965 Sq. Ft.	-11,300	2,344 Sq. Ft.	-26,400	Sq. Ft.	
Basement & Finished Rooms Below Grade	756 / 0% Fin None	None NA	+7,600	None NA	+7,600		
Functional Utility	Average	Average		Average			
Heating/Cooling	EFWA / Central	EBB / None	+3,000	OFWA / None	+1,500		
Energy Efficient Items	Average	Average		Average			
Garage/Carport	None	None		None			
Porch, Patio, Deck, Fireplace(s), etc.	Porch,Patio,Deck 2 Fireplaces	Porch,Deck None	+500 +4,000	Deck 1 Fireplace	+1,500 +2,000		
Fence, Pool, etc.	No Fence	No Fence		No Fence			
Updating	Miscellaneous	Miscellaneous		Extensive			
Net Adj. (total)		☒ + ☐ - $	80,300	☒ + ☐ - $	32,200	☒ + ☐ - $	45,000
Adjusted Sales Price of Comparable		Net 27.5% Gross 37.6% $	372,200	Net 10.1% Gross 35.3% $	352,200	Net 20.9% Gross 20.9% $	260,000
Date, Price and Data Source for prior sales within year of appraisal		No sale within previous 3 years located in records		No sale within previous 3 years located in records		No sale within previous 3 years located in records	

COMMENTS

Comments: See attached Supplemental Text Addendum.

Form UA2.(AC) — "TOTAL for Windows" appraisal software by a la mode, inc. — 1-800-ALAMODE

Supplemental Text Addendu

File No. 0503028

Borrower/Client NA			
Property Address 15725 NW Sheltered Nook Rd			
City Portland	County Multnomah	State OR	Zip Code 97231
Lender Private Party - Albert J & Deane M Dilnik			

COMMENTS REGARDING THE SUBJECT SITE

The subject site is approximately 25% cleared, with the balance of the site in timber. These percentages were provided by the owner. No timber value has been included in this report. The site is considered as a large acreage residential site, offering privacy and closeness to nature. There may be timber value over and above the final value recorded in this report.

There were no visible easements, encroachments or other adverse conditions noted.

There are no special assessments of record.

Zoning permits single family residences on a variety of site sizes. The required size of parcel for the construction of a new residence is variable and the Planning Department should be consulted for a specific site. The subject is grandfathered and can be rebuilt if destroyed.

Nothing in this appraisal analysis attempts to address Measure 37 impacts.

COMMENTS REGARDING SUBJECT IMPROVEMENTS

Summarized features of the property:

- There is wood flooring in the foyer, living room, hall and main floor bedrooms.

- Skylights in the upper bedroom.

- The windows are fully wrapped with wood.

- The family room has a fireplace with full height brick surround and hearth and a wood mantel. There are built in cabinets on both sides of the fireplace.

- The living room has a fireplace with brick surround and hearth and a wood mantel.

- The house has double pane vinyl and aluminum window units and some wood double hung windows.

- There is a vinyl double pane slider from the bonus room upstairs to a newer deck.

- The heat pump is approximately five years old.

- There are several miscellaneous out buildings on the property.

- The well serving the property is approximately 185' deep and pumps an adequate supply of water, according to the owner.

COMMENTS REGARDING THE SALES COMPARISON ANALYSIS

All major data sources were searched in an effort to identify better comps. It was impossible to locate any that were more appropriate than the ones selected. Even though four of the comps sold more than six months ago, they are all still considered the best available.

Comp #6 was a house of no value located on 11.44 acres. The adjusted sales price of that comp is a good indicator of the land value of the subject, and is used in the cost approach.

The adjustments at the Site line are calculated at $5,000 per acre for differences between the subject and the comps. The differences in size are rounded to the nearest whole acre. The $5,000 does not reflect the current market value of acreage, but the difference expected in the market place for incremental differences in small acreage sites.

The adjustments for updating are combined with effective age on the Age line.

The adjustments at the Room Count line are for differences in bathrooms only. Full baths are adjusted at $2,000 and half baths at $1,500.

Adjustments at the Gross Living Area are calculated at $40 per square foot of floor area.

Unfinished basement areas are calculated at $10 per square foot.

Adjustments at the Heating/Cooling line reflect a $1,500 factor for a forced air heating system instead of a zonal type of heat. Central cooling is adjusted for by $1,500.

Supplemental Text Addendum

File No. 0503028

Borrower/Client NA			
Property Address 15725 NW Sheltered Nook Rd			
City Portland	County Multnomah	State OR	Zip Code 97231
Lender Private Party - Albert J & Deane M Dilnik			

The adjustment at the Garage/Carport line reflects $2,500 per garage parking space.

The adjustments at the Porch, Patio, Deck line reflect $500 for a porch, $500 for a patio and $1,000 for a deck.

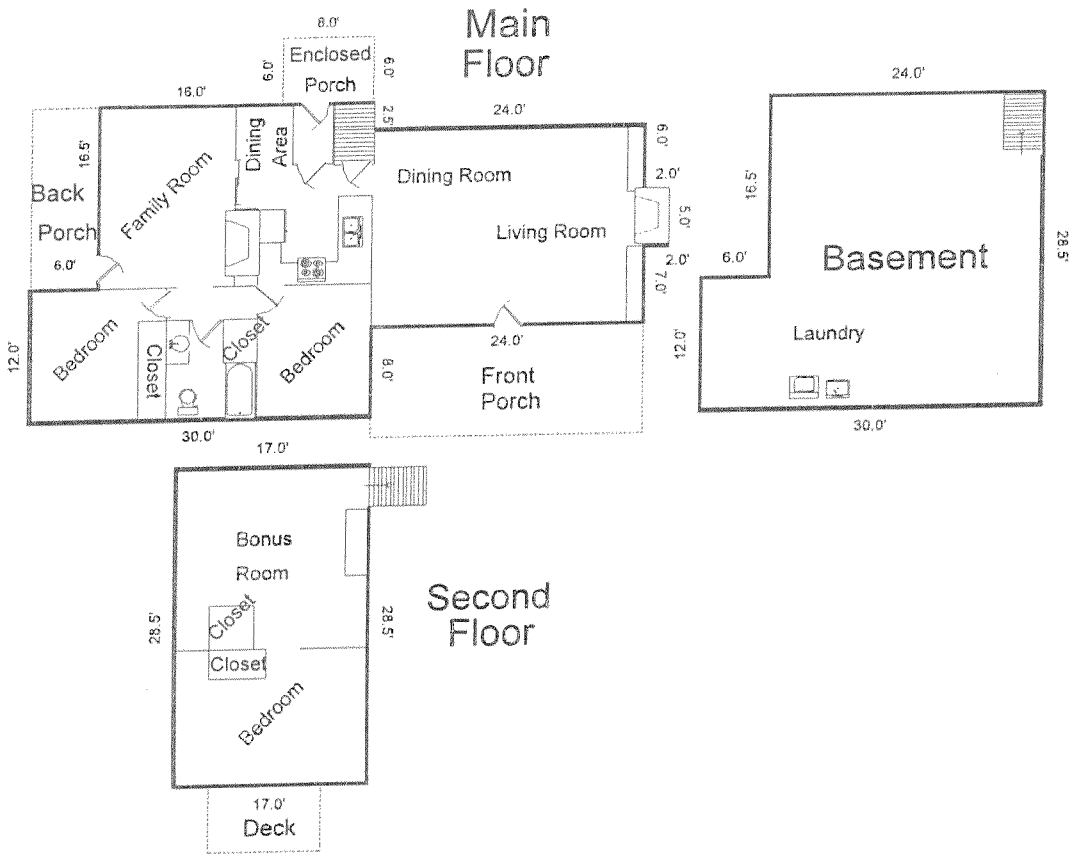
At the Fireplace line, adjustments reflect $2,000 for each fireplace and $1,000 for each wood stove.

Adjustments at the Fence, Pool, etc line reflect $1,000 for fencing.

In arriving at the Indicated Value by Sales Comparison, the first five comps were all considered, with the most weight given to the first three sales.

Building Sketch

Borrower/Client NA			
Property Address 15725 NW Sheltered Nook Rd			
City Portland	County Multnomah	State OR	Zip Code 97231
Lender Private Party - Albert J & Deane M Dilnik			



Sketch by Apex IV™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	1198.0	1198.0
GLA2	Second Floor Attic	484.5	484.5
BSMT	Basement	756.0	756.0
P/P	Deck	60.0	
	Porch	240.0	
	Covered Back Porch	99.0	
	Enclosed Porch	48.0	447.0
Net LIVABLE Area		(Rounded)	1683

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
2.0	x	5.0	10.0
18.0	x	24.0	432.0
16.0	x	28.5	456.0
6.0	x	12.0	72.0
8.0	x	28.5	228.0
Second Floor Attic			
17.0	x	28.5	484.5
6 Items		(Rounded)	1683

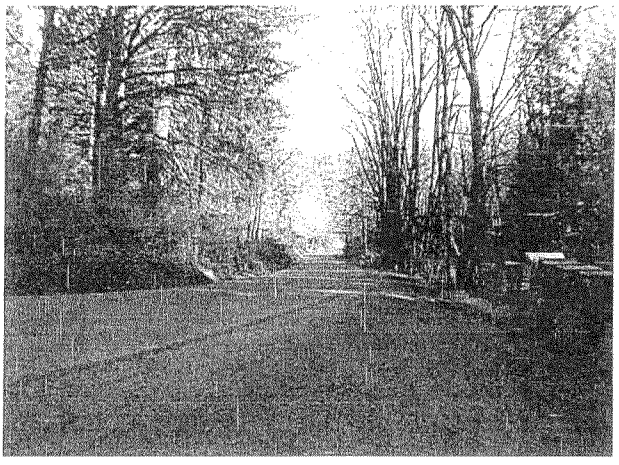
Subject Photos Page 1

Borrower/Client NA			
Property Address 15725 NW Sheltered Nook Rd			
City Portland	County Multnomah	State OR	Zip Code 97231
Lender Private Party - Albert J & Deane M Dilnik			

Front

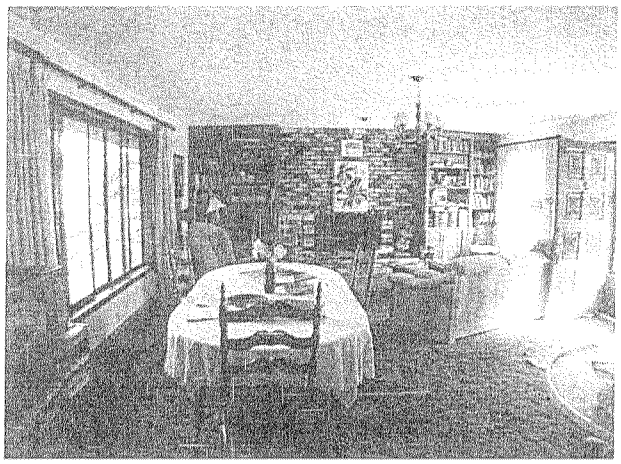
Rear

Street

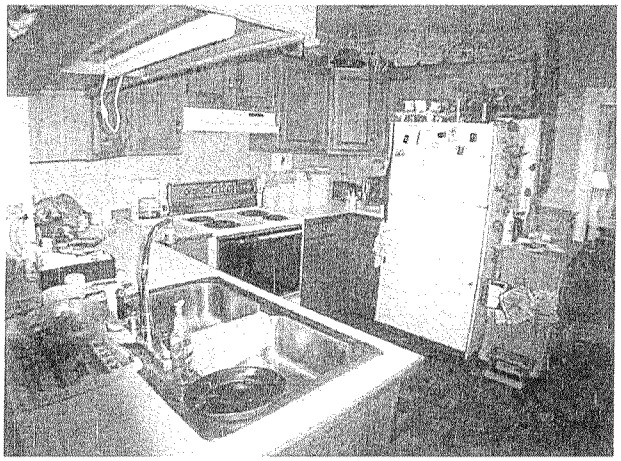


Subject Photos Page 2

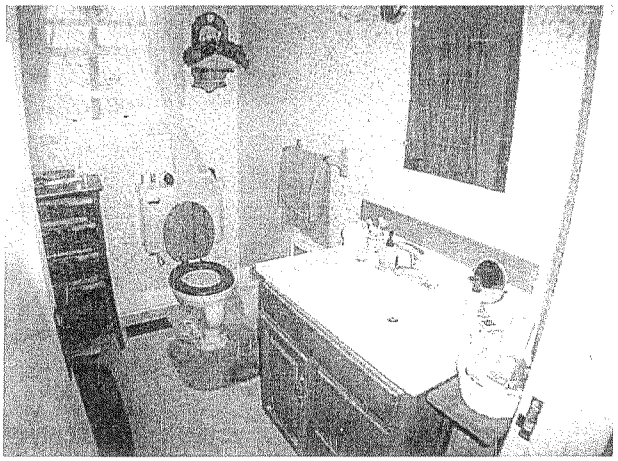
Borrower/Client NA			
Property Address 15725 NW Sheltered Nook Rd			
City Portland	County Multnomah	State OR	Zip Code 97231
Lender Private Party - Albert J & Deane M Dilnik			



Family Room



Kitchen

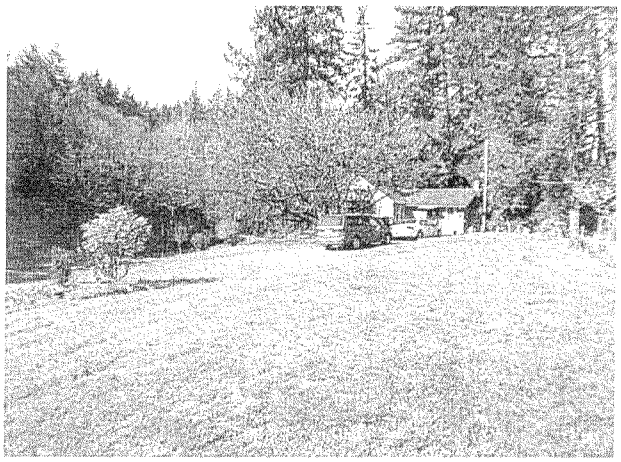


Bathroom

Subject Photos Page 3

Borrower/Client NA			
Property Address 15725 NW Sheltered Nook Rd			
City Portland	County Multnomah	State OR	Zip Code 97231
Lender Private Party - Albert J & Deane M Dilnik			

Living Room



Rear Of House & Grounds

Looking South From House

MULTNOMAH COUNTY, OREGON
PROPERTY RECORDS

PROPERTY INFORMATION

Search Results for R269574

Owner Name
DILNIK,ALBERT J & DEANE M

Property ID Number
R269574

Owner Address
15725 NW SHELTERED NOOK RD
PORTLAND, OR 97231-2002

Situs Address
PORTLAND, OR 97231

Alternate Account Number
R764203410

Neighborhood
R220

Map Tax Lot - Get Map
2N2W24D -02300

Levy Code Area - Taxing Districts
002

Property Description

Deed
INST

Instrument 28081733

Year

Exemption

Expiration Date

Tax Roll Description
SHELTERED NOOK; LOT 35

Map Number
242N2W OLD 2N2W24D -02300

Parcel

Account Status
A - Active

Property Use
B - RESIDENTIAL IMPROVED

Year Built

Acreage
Current:
Last Cert: 4.75

Related Accounts

Linked Accounts

Split/Merge Account

Split/Merge Account Message

Special Account Information

DEFERRAL - POTENTIAL ADDITIONAL TAX
2004 - (FC) FOREST LAND DEFERRAL
2003 - (FC) FOREST LAND DEFERRAL
2002 - (FC) FOREST LAND DEFERRAL
2001 - (FC) FOREST LAND DEFERRAL
2000 - (FC) FOREST LAND DEFERRAL
1999 - (FC) FOREST LAND DEFERRAL

2005 Land Information (Unedited and Uncertified)

ID	Type	Acres	Sq Ft
L1	FC - ZN A, CL C [FOREST LAND DEFERRAL]	4.74	206408

A-3

MULTNOMAH COUNTY, OREGON
PROPERTY RECORDS

PROPERTY INFORMATION

Search Results for R269576

Owner Name

DILNIK,ALBERT J & DEANE M

Property ID Number

R269576

Owner Address

15725 NW SHELTERED NOOK RD
PORTLAND, OR 97231-2002

Situs Address

NW SHELTERED NOOK RD
PORTLAND, OR 97231

Alternate Account Number

R764203610

Neighborhood

R220

Map Tax Lot - Get Map

2N1W19C -01700

Levy Code Area - Taxing Districts

002

Property Description

Deed

INST

Instrument Year

28081733

Exemption

Expiration Date

Tax Roll Description

SHELTERED NOOK; LOT 37; EXC PT IN SHELTERED NOOK RD LOT 38

Map Number

192N1W OLD 2N1W19C - 01700

Parcel

Account Status

A - Active

Property Use

A - VACANT LAND

Year Built

Acreage

9.61

Related Accounts

Linked Accounts

Split/Merge Account

Split/Merge Account Message

Special Account Information

DEFERRAL - POTENTIAL ADDITIONAL TAX
2004 - (FC) FOREST LAND DEFERRAL
2004 - (FE) FOREST LAND DEFERRAL
2003 - (FC) FOREST LAND DEFERRAL
2003 - (FE) FOREST LAND DEFERRAL
2002 - (FC) FOREST LAND DEFERRAL
2002 - (FE) FOREST LAND DEFERRAL
2001 - (FC) FOREST LAND DEFERRAL
2001 - (FE) FOREST LAND DEFERRAL
2000 - (FC) FOREST LAND DEFERRAL
2000 - (FE) FOREST LAND DEFERRAL
1999 - (FC) FOREST LAND DEFERRAL
1999 - (FE) FOREST LAND DEFERRAL

05 Land Information (Unedited and Uncertified)

ID	Type	Acres	Sq Ft
L1	FC - ZN A, CL C [FOREST LAND DEFERRAL]	6.61	
L2	FE - ZN A, CL E [FOREST LAND DEFERRAL]	3	

INFORMATION SUBJECT TO DISCLAIMER - SEE HOME PAGE

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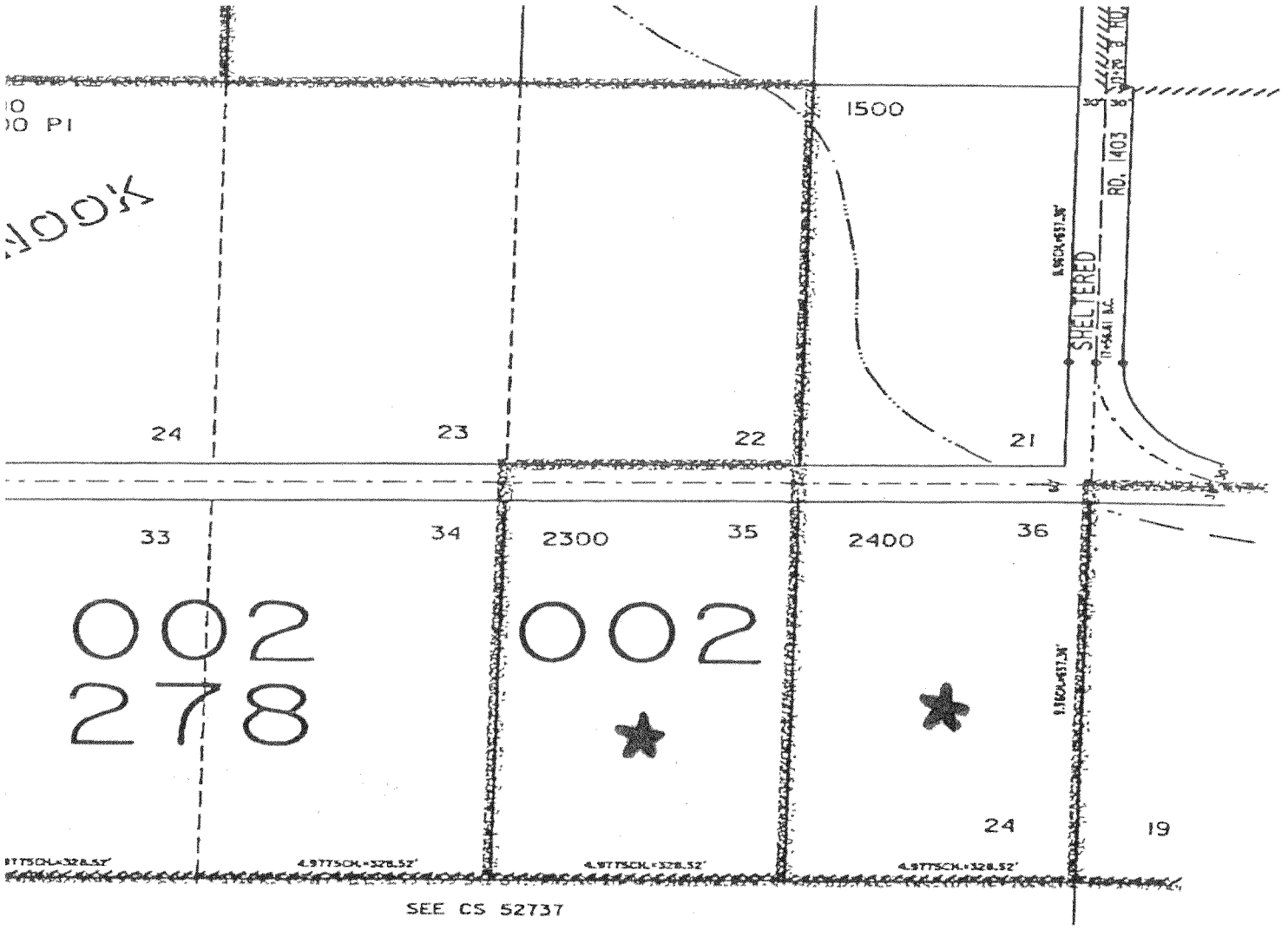
TICOR TITLE INSURANCE

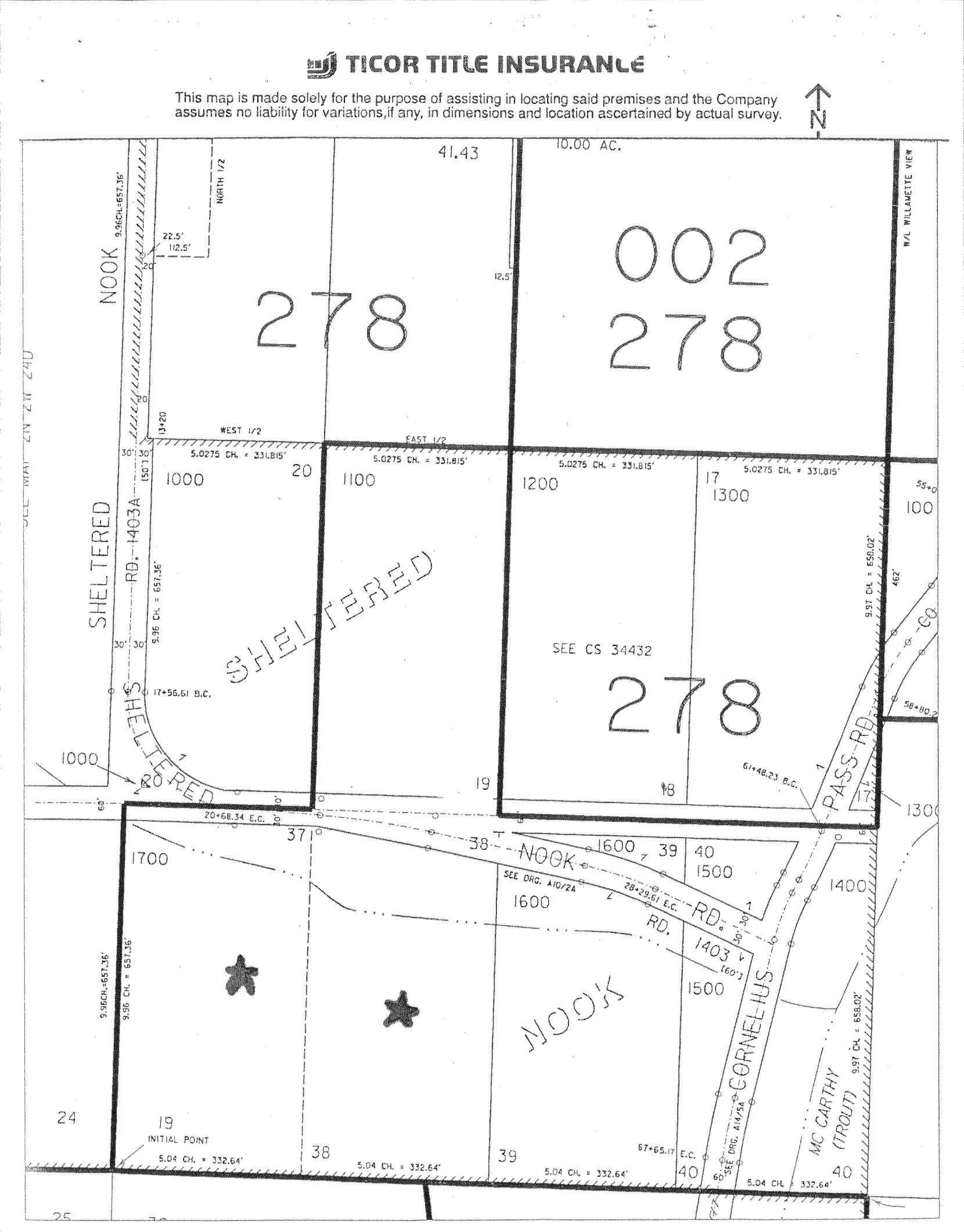
This map is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for variations,if any, in dimensions and location ascertained by actual survey.



SEE MAP 2N IN 19C

TICOR TITLE INSURANCE

This map is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for variations,if any, in dimensions and location ascertained by actual survey.



TICOR TITLE INSURANCE COMPANY

STATUS OF RECORD TITLE REPORT

TITLE PLANT
1629 SW Salmon • Portland OR 97205
(503) 224-0550 • FAX: (503) 219-2212

April 25, 2005

Ticor Title Insurance Company
Kathy Sexton
52131 Columbia River Highway
Scappoose OR 97056

Title Number: 842764
Regarding: Dilnik
Property Address: 15725 NW Sheltered Nook Road
Portland, OR 97231-2002
County: Multnomah

DATED AS OF: April 20, 2005, 8:00 am

PROPERTY

We have searched our Tract Indices as to the following described real property:

Lots 35, 36, 37 and 38, SHELTERED NOOK, County of Multnomah, State of Oregon.

VESTING

ALBERT J. DILNIK AND DEANE M. DILNIK, AS TENANTS BY THE ENTIRETY

RECORDED INFORMATION

Said property is subject to the following on record matter(s):

NOTE: Property taxes **PAID**
Tax Year: 2004-05
Tax Amount: $36.56
Tax Acct Number: R269574, 2N2W24D-02300, Code 002
Affects: Lot 35

NOTE: Property taxes **PAID**
Tax Year: 2004-05
Tax Amount: $1,697.26
Tax Acct Number: R269575, 2N2W24D-02400, Code 278
Affects: Lot 36

A-4

NOTE: Property taxes **PAID**
Tax Year: 2004-05
Tax Amount: $50.47
Tax Acct Number: R269576, 2N1W19C-01700, Code 002
Affects: Lots 37 and 38

1. As disclosed by the tax rolls, the premises herein described have been zoned or classified for forestland. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest.

2. Rights of the public in and to that portion lying within Sheltered Nook Road.

3. Any adverse claim based upon the assertion that:

   A) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the unnamed creek or has been formed by accretion to any such portion.
   B) Some portion of said property has been created by deposit of artificial fill.
   And Excepting;
   C) The rights of the public and governmental bodies for fishing, navigation and commerce in and to any portion of the premises herein described, lying below the high water line of the unnamed creek.
   D) The right, title and interest of the State of Oregon in and to any portion lying below the high water line of unnamed creek.

4. Covenants, Conditions and Restrictions, including the terms and provisions thereof, contained in Patent.
   To: Robert Carr
   Recorded Date: October 20, 1893
   Recording Number: Book 205, Page 168
   Affects: Lots 1 to 16 inclusive and Lots 21 to 36 inclusive

   But omitting any covenant or restriction based upon race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons and omitting restrictions, if any, based on limitations on facilities authorized under provisions of ORS 443.400 to 443.455 (Residential Facilities and Homes) or 443.705 to 443.825 (Adult Foster Homes).

5. Rights to the "old roads" shown on the original plat of Sheltered Nook, recorded December 2, 1908 in Book 440, Page 56.

THIS REPORT IS TO BE UTILIZED FOR INFORMATION ONLY. Any use of this report as a basis for transferring, encumbering or foreclosing the real property described will require payment in an amount equivalent to applicable title insurance premium as required by the rating schedule on file with the Oregon Insurance Division.

The liability for TICOR TITLE INSURANCE COMPANY is limited to the addressee and shall not exceed the premium paid hereunder.

TICOR TITLE INSURANCE COMPANY

Kathie Healy
Title Officer

Century 21.
Wright-Christie & Assoc., Inc.

May 4, 2005

Albert & Deane Dilnik
15725 NW Sheltered Nook Rd
Portland, 97231

Dear Mr. and Mrs. Dilnik,

Thank you for giving me the opportunity of viewing your home and property.

As you know, I am not a licensed appraiser, and can not offer you a true "appraisal." However, I have worked in rural properties for nearly 20 years, and I know the Skyline area very well.

You have asked me to evaluate your property with the home on approximately five acres, and three five acre parcels. The values I give you assume that your home, along with access, well, and septic, are all on the one five acre lot.

Using those assumptions, I would price your home in the $340,000 to $360,000 price range. I have included several comparables including listings that are active, under contract but not yet closed, and closed sales.

Under normal circumstances, we would give the most weight to sold comparables. However, we are currently in a very strong sellers' market, and I am using active competition to help determine value.

In evaluating the three five acre parcels, I am assuming that they each have their own access, that they would pass a "perk" test for a septic tank system, and that potential buyers would have no more than the usual problems obtaining building permits. I have not "walked" each property, and issues such as topography, timber values, and any potential views, could alter the value of any one parcel. Keeping all of this in mind, I would use a starting price of $160,000 per parcel. Obviously, any improvements you make to the property would increase the value.

As I stated above, we are currently experiencing a very strong sellers' market, and prices are climbing rapidly. Some experts are guessing that we are in a "bubble," and that prices will level out or even fall a bit in the near future. I would just say that property values are always subject to change, and that we should monitor the market constantly to track values.

If you have any further questions, please feel free to call me anytime.

Kimberly Marcellus, Broker
Century 21 Wright Christie & Assoc.

2645 SW 153rd Drive
Beaverton, OR 97006
Office (503) 644-2560
Fax (503) 626-2915

20795 NW Cornell Rd. #200
Hillsboro, OR 971
Office (503) 533-49
Fax (503) 533-514

Each Office is Independently Owned and Operated

A-5

T1-05-042
List of Challenged Regulations

1. MCC 33.2210- Definition of "Tract"
2. MCC 33.2240(A)(1) – Requirement that the Lot of Record standards of MCC 33.2275 be met
3. MCC 33.2240(A)(1)(c) – Requirement that eleven lots and five dwellings be located within 160-acres of the site to qualify a template dwelling
4. MCC 33.2240(A)(1)(e) – Requirement that no other dwellings be located on the tract
5. MCC 33.2240(A)(1)(f) – Requirement that no other dwellings are allowed on other lots that make up the tract
6. MCC 33.2240(A)(1)(g) – Requirement that all lots that are part of the tract be precluded from all future dwelling rights
7. MCC 33.2240(A)(1)(h) – Requirement that no other lot part of the tract be used to qualify another tract for siting of a dwelling
8. MCC 33.2240(A)(5) – Requirement that long-term road access permit or agreement be provided
9. MCC 33.2240(B)(1)(b) – Requirement that a heritage tract dwelling can only be located on a tract not capable of producing 5,000 cubic feet per year of commercial timber
10. MCC 33.2240(B)(1)(c) – Requirement that the heritage tract dwelling be located within 1,500 feet of a public road
11. MCC 33.2240(B)(3) – Requirement that when the proposed tract consists of more than one lot that the remaining lots be consolidated into a single lot prior to issuance of development permits.
12. MCC 33.2260(C) – Dimensional requirements for new structures
13. MCC 33.0005(L)(13) – Lot of Record definition
14. MCC 33.2275(A)(1) & (2) – Lot of Record Requirements
15. MCC 33.2305(A)(5)(d) – Development standard requiring the building site slope less than 40 percent.

FORM No. 967—SPECIAL WARRANTY DEED—STATUTORY FORM (Individual Grantor). STEVENS-NESS LAW PUB. CO., PORTLAND, OR. 97204

OK

SPECIAL WARRANTY DEED—STATUTORY FORM

INDIVIDUAL GRANTOR

BOOK 2808 PAGE 1733

BEN RALPH PETERSON AND EARL ALFRED PETERSON ..... *Grantor, conveys and specially warrants to* ALBERT J. DILNIK AND DEANE M. DILNIK, husband & wife *Grantee, the following described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein, situated in* Multnomah ..... *County, Oregon to-wit:*

Lots 35, 36, 37, and 38, SHELTERED NOOK, in the County of Multnomah and State of Oregon; subject to the right of the public in and to the portions in streets and roads.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The said property is free of all encumbrances created or suffered by the Grantor except forest land tax deferrel, conditions, reservation and exceptions set forth in the Patent to Robert Carr of record and any encumbrances suffered by the grantee hereinafter April 12, 1966.

The true consideration for this conveyance is $23,500.00 ..... *(Here comply with the requirements of ORS 93.030)*
THIS DEED IS GIVEN IN FULFILLMENT OF THAT CERTAIN CONTRACT OF SALE BY AND BETWEEN THE GRANTOR AND GRANTEE THEREIN, DATED April 5, 1966, RECORDED April 12, 1966, IN BOOK 485 PAGE 66, DEED RECORDS.

Dated this 9th *day of* January, *19*91.

Ben Ralph Peterson
BEN RALPH PETERSON

Earl Alfred Peterson
EARL ALFRED PETERSON

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.

NOTARY PUBLIC STATE OF OREGON

STATE OF OREGON, County of Multnomah) *ss.* January 9th, *19*91

Personally appeared the above named Ben Ralph Peterson *and* Earl Alfred Peterson *and acknowledged the foregoing instrument to be* their *voluntary act and deed.*

Before me: Cynthia D. Richter

(OFFICIAL SEAL) *Notary Public for Oregon—My commission expires:* 3/1991

SPECIAL WARRANTY DEED

BEN RALPH PETERSON — GRANTOR
EARL ALFRED PETERSON — GRANTEE
ALBERT J. DILNIK AND DEANE M. DILNIK — GRANTEE'S ADDRESS, ZIP

After recording return to:

ALBERT J. DILNIK AND DEANE M. DILNIK
15725 NW SHELTERED NOOK ROAD
PORTLAND, OREGON 97231

NAME, ADDRESS, ZIP

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

ALBERT J. DILNIK & DEANE M. DILNIK
15725 NW SHELTERED NOOK ROAD
PORTLAND, OREGON 97231

NAME, ADDRESS, ZIP

STATE OF OREGON,) ss.

STATE OF OREGON } ss.
Multnomah County }

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

93 DEC 28 PM 12:45

RECORDING SECTION
MULTNOMAH CO. OREGON

On Page
In Book BOOK 2808 PAGE 1733

Witness my hand and seal of office affixed.
Recorder of Conveyances
C Smith
Deputy

By ..... ty

128728

5 3 20

A-7

BOOK 485 PAGE 66

PACIFIC TITLE INSURANCE CO.
Deed Blank Title Division

3332740

THIS CONTRACT, Made this 5 day of April 19 66 between BEN RALPH PETERSON and MARY C. PETERSON (husband and wife) EARL ALFRED PETERSON (single man) KATHERYN M. PETERSON (single woman) hereinafter called the seller, and ALBERT J. and DEANE M. DILSIK (husband and wife) hereinafter called the buyer,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the seller hereby agrees to sell to the buyer and the buyer agrees to purchase from the seller the following described real estate, situate in the County of Multnomah State of OREGON, to-wit:

Lots 32-33-34-35-36-37-38, Sheltered Nook, in the County of Multnomah and State of Oregon; except that part of Lot 38 taken for road.

for the sum of TWENTY THREE THOUSAND FIVE HUNDRED and no/100 Dollars ($ 23,500.00) (hereinafter called the purchase price), on account of which FOUR THOUSAND SIX HUNDRED and no/100 Dollars ($ 4,600.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of said purchase price (to-wit: $ 18,900.00) to the order of the seller in monthly payments of not less than ONE HUNDRED TWENTY and no/100 ($ 120.00) each,

payable on the 1 day of each month hereafter beginning with the month of JUNE, 19 66, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 6% per cent per annum from date hereof until paid, interest to be paid annually and ~~principal~~ being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

The buyer shall be entitled to possession of said lands on or before June 1 19 66 and may retain such possession so long as buyer complies with the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not commit or permit waste thereof, and that he will keep all of said premises free from construction liens and will pay when due all taxes, assessments and other charges that may be levied or assessed upon or against said premises before any part thereof becomes past due, and that he will keep said buildings continuously insured against loss or damage by fire (with extended coverage) in an amount not less than $ 8,000.00 in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their interests may appear, all policies to be delivered to the seller as soon as issued. Should the buyer fail to pay taxes, assessments or other charges, or to keep said buildings insured as above provided, then the seller may pay the same and the amount so paid shall become immediately due and payable from the buyer to the seller and shall bear interest at the rate of 6% per annum from the date of payment by the seller until repaid, and the amount so paid, with interest, shall be secured hereby and be deemed a part of the purchase price, and in case suit or action is instituted to foreclose this contract or any part of the purchase price is collected by and through an attorney after default, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action, and if an appeal is taken from any judgment or decree entered in such suit or action, buyer further agrees to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

The seller agrees that at the expense and within 30 days from the date hereof, he will furnish unto buyer a title insurance policy in the usual form issued by a title insurance company authorized to do business in the State of Oregon, showing marketable title in said real property in the seller, free of encumbrances except as specified herein, and will execute and deliver to the buyer a deed to said premises, free of encumbrances except as aforesaid, conveying said premises in fee simple, with full covenants of warranty, and will deposit said deed and said policy of title insurance in escrow with a title insurance company authorized to do business in the State of Oregon, with instructions to deliver said deed to the buyer and said policy of title insurance to the seller when the buyer has paid to the seller the total sum mentioned in this contract to be paid by the buyer, but nothing herein contained shall prevent the buyer from procuring said deed and said policy of title insurance at any time by paying the total sum remaining unpaid hereon, together with interest thereon to the date of such payment, and any other sums chargeable or accrued by the terms of this contract, and the performance of all other terms and conditions contained in this contract on the part of the buyer to be performed.

Buyer is to be entitled to all rents, issues and profits from said premises after the date hereof, and may collect, use and enjoy the same, but not in advance of the time when the same become due, and shall not commit or permit any waste of said premises, and shall not remove or demolish any building thereon, and shall not cut down any timber except for the ordinary use of said premises as a farm, and shall not remove any timber except for the purpose of clearing land for cultivation, and shall not violate any law or ordinance relating to said premises, and shall not sell, convey, assign or encumber this contract or any interest therein, or rent said premises or any part thereof, without the written consent of the seller, and shall not permit the same to be sold on execution or become subject to any lien or charge which may be superior to the rights of the seller hereunder, and shall not permit any condition to exist upon said premises which may operate to impair the value thereof, and shall perform all of the obligations imposed upon him by the laws of the United States, the State of Oregon, and by any municipality or agency thereof having jurisdiction over said premises, and shall not use or permit the use of said premises for any purpose which may be unlawful or dangerous or which may void any policy of insurance then held on said premises, or which may make void or voidable any policy of insurance then held on said premises, or which may make it unsafe, and shall permit the seller or his agents to enter upon said premises at all reasonable times to examine the condition thereof, and shall comply with all the terms, covenants and conditions of any mortgage, contract or other lien or encumbrance upon said premises, and shall pay all taxes, assessments and other charges levied upon said premises before the same become delinquent, and shall pay all taxes, assessments and other charges levied upon the interest of the seller in said premises before the same become delinquent, and shall pay all taxes, assessments and other charges levied upon the interest of the buyer

RECEIVED PAYMENTS ON WITHIN CONTRACT. AS FOLLOWS:

DATE	PRINCIPAL AND TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE	DATE	PRINCIPAL AND TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE

PACIFIC TITLE INSURANCE CO.

MV 485 PAGE 67

C87

14783

CONTRACT

CONTRACT No. 7888

THIS CONTRACT MADE AND ENTERED INTO THIS 12th DAY OF April, 1966

BETWEEN

Peterson

Address

AND

Arbuckle

Address

STATE OF OREGON, }
County of Multnomah } ss.
I, [illegible] County Clerk and ex-officio [illegible] Court of said County, do hereby certify that the within instrument of writing was received for record and recorded in Book [illegible] of said County.

Witness my hand and seal of said County affixed.

[illegible] Clerk

By [illegible] Deputy

DEED [illegible] of said County

FILED APR 12 PM 11 13

[illegible] CLERK
[illegible] COUNTY
OREGON

By [illegible] Deputy

84 COPIES

32

STATE OF OREGON,

County of Polk. } ss.

On this 12th day of April, 1966.

before me, the undersigned, a notary public in and for said county and state, personally appeared the within named BEN RALPH & MARY C. PETERSON (husband & wife) EARL ALFRED PETERSON (single man) KITHLYN M. PETERSON (single woman) and ALBERT J. & DEANE M. DILNIK (husband & wife)

known to me to be the identical individual s described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

A. L. CALCAGNO
NOTARY PUBLIC — STATE OF OREGON

A. L. Calcagno
Notary Public for Oregon

My commission expires NOTARY PUBLIC FOR OR
MY COMMISSION EXPIRES [illegible]

14783

APR 12 1966

33328. BOOK 440 PAGE 56

Smith-Wagoner Co. (a corporation) to the Public.

We, Smith-Wagoner Co., a corporation, declare the annexed map to be a true plat of the property owned and laid out by us as "Sheltered Nook", situated and described as follows, to-wit :

Southeast one-quarter (1/4) of Section twenty-four (24), Township two (2) North, Range two (2) West, and the southwest one-quarter (1/4) of southwest one-quarter (1/4) of Section nineteen (19), Township two (2) North, Range one (1) West of Willamette Meridian. Situated in Multnomah County, Oregon.

We hereby dedecate to the use of the public forever the roads as laid out thereof, without exception or reservation.

Smith-Wagoner Co. (Incorporated).

L. H. Smith (seal) President.

Harry E. Wagoner (seal) Treasurer.

IN WITNESS WHEREOF, the Smith-Wagoner Co., pursuant to a resolution of its Board of Directors duly and legally adopted, has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed, this 23rd day of November, A. D. 1908.

Signed, sealed and delivered in the presence of us as witnesses :

Smith-Wagoner Co.

Eva Jeannet.

L. H. Smith (seal) President.

L. O. Leonard.

Harry E. Wagoner (seal) Treasurer.

STATE OF OREGON,)
)ss.
County of Multnomah)

SURVEYOR'S CERTIFICATE.

I, William Anderson, being first duly sworn, depose and say that I have surveyed the tract of land as represented on the annexed plat called Sheltered Nook; that I have accurate_ surveyed and marked the same with suitable monuments, taking for the initial point of said survey the southeast corner of Sec. 24, township 2.N. of rang_ 2 W. of the Willamette meridian, Multnomah county, state of Oregon; the same being marked by a cedar post three inches by three inches by thirty-six inches.

Witness :

Harry E. Wagoner. Wm. Anderson. seal

Eva Jeannet.

STATE OF OREGON,)
)ss.
County of Multnomah)

THIS CERTIFIES, That on this 27th day of October A. D. 1908. before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named William Anderson, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notorial seal the day and year last above written.

(Notarial Seal.) Harry E. Wagoner

Notary Public for Oregon.

Taxes from 1901 to 1907 inclusive are "Paid". R. L. Stevens Sheriff.

S. B. Martin Deputy.

All taxes prior to 1901 due Multnomah County Paid.

F. S. Fields County Clerk.

By F. G. Wilde Deputy.

Approved- Dec. 2, 1908. B. D. Sigler Assessor.

Martin T. Pratt Dept.

Approved- Dec. 2, 1908. Philo Holbrook Jr.

Co. Surveyor.

Approved December 2nd, 1908.

Lionel R. Webster County Judge.

F. O. Barnes County Commissioner.

W. L. Lightner County Commissioner.

(Co. Court Seal.) Attest : F. S. Fields

County Clerk.

Received for Record Dec. 2, 1908, at 10:56 A. M.

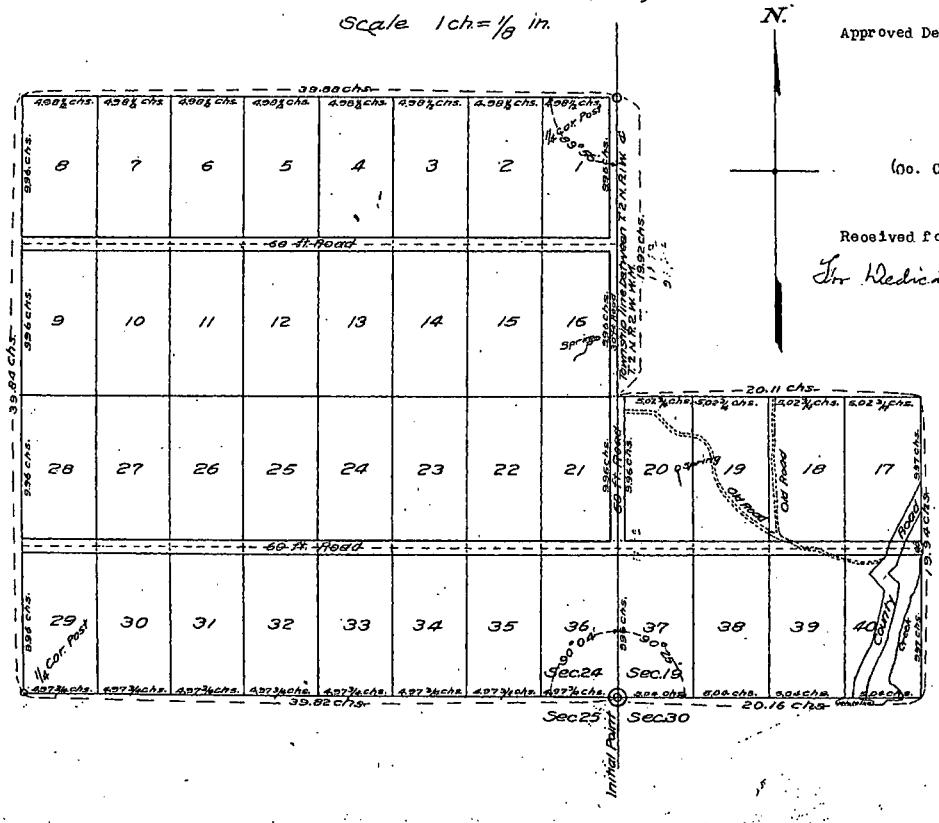
For Dedication See Deed Book No 528 Page 115 Jan 11/11.

PLAT OF SHELTERED NOOK

Being a Subdivision into 5 Acre Tracts of the S.E. 1/4 of Sec. 24 T. 2 N.R. 2 W. and the S.W. 1/4 of S.W. 1/4 of Sec. 19 T. 2 N.R. 1 W. Will. Mer.

Situated in Multnomah County Oregon

Scale 1 ch = 1/8 in.



LAND USE & TRANSPORTATION
PLANNING PROGRAM
1600 SE 190TH Avenue Portland, OR 97233
MULTNOMAH COUNTY Ph. 503.988.3043 Fax 503.988.3389
www.co.multnomah.or.us/dbcs/LUT/land_use

MEASURE 37 CLAIM FORM

RECEIVED
05 JUL 12 PM 3:19
MULTNOMAH COUNTY
PLANNING SECTION

CLAIMANT INFORMATION:

Name: ALBERT & DEANE DILNIK

Mailing Address: 15725 N.W. SHELTERED NOOK RD

City: PORTLAND State: OR. Zip Code: 97231

Phone: 503 621 3341 Fax: _____

OFFICE USE:
File Number: T1-05-042
Date Received: 7/12/05
Zoning: CFU-2
SAP# 4342

Please check as applicable:

- [x] I am the sole owner or interest holder in the property for which I am making this claim.
- [ ] There are others with an ownership interest, security interest, or other interest in the property for which I am making this claim, as listed in the attachments.
- [ ] There are others with an ownership interest, security interest or other interest in the property as listed in the attachments; however, **this claim is on my behalf only.**

PROPERTY INFORMATION:

2N 2W-24D-35636

Street Address: 15725 N.W. SHELTERED NOOK RD Map Tax Lot: 2N2W-19C-37638

A&T Alternate Acct No. (9 digits): R764203510, R764203410, R764203610 Date Property Acquired: APRIL 5, 1966

BASIS FOR CLAIM (ATTACH IF SEPERATELY PREPARED):

The regulation that restricts the use of the property (include code citation): See Submitted Attachment. West Hills rural plan Area, Commercial Forest use CFU 2 Statute, with 33.2200

Describe the manner and extent to which the regulation restricts the use of the property: These regulations prohibit - in transferring ownership - the right to build on said property is lost, which greatly reduces the value of each lot.

PREFERRED RESOLUTION (CHECK ONE):

- [ ] Monetary payment of claim. Amount of claim $ _____
- [ ] Modification of applicable land use regulation (describe desired modification): _____
- [x] Waive the applicable regulation.

By signing below, I am certifying that the information contained in and attached to this form is accurate and complete.

Albert Dilnik & Deane Dilnik
Claimant's Signature

7-11
Date:

A-8

Rev. 12/04

MEASURE 37 TEXT

The following provisions are added to and made a part of ORS chapter 197:

(1) If a public entity enacts or enforces a new land use regulation or enforces a land use regulation enacted prior to the effective date of this amendment that restricts the use of private real property or any interest therein and has the effect of reducing the fair market value of the property, or any interest therein, then the owner of the property shall be paid just compensation.

(2) Just compensation shall be equal to the reduction in the fair market value of the affected property interest resulting from enactment or enforcement of the land use regulation as of the date the owner makes written demand for compensation under this act.

(3) Subsection (1) of this act shall not apply to land use regulations:

(A) Restricting or prohibiting activities commonly and historically recognized as public nuisances under common law. This subsection shall be construed narrowly in favor of a finding of compensation under this act;

(B) Restricting or prohibiting activities for the protection of public health and safety, such as fire and building codes, health and sanitation regulations, solid or hazardous waste regulations, and pollution control regulations;

(C) To the extent the land use regulation is required to comply with federal law;

(D) Restricting or prohibiting the use of a property for the purpose of selling pornography or performing nude dancing. Nothing in this subsection, however, is intended to affect or alter rights provided by the Oregon or United States Constitutions; or

(E) Enacted prior to the date of acquisition of the property by the owner or a family member of the owner who owned the subject property prior to acquisition or inheritance by the owner, whichever occurred first.

(4) Just compensation under subsection (1) of this act shall be due the owner of the property if the land use regulation continues to be enforced against the property 180 days after the owner of the property makes written demand for compensation under this section to the public entity enacting or enforcing the land use regulation.

(5) For claims arising from land use regulations enacted prior to the effective date of this act, written demand for compensation under subsection (4) shall be made within two years of the effective date of this act, or the date the public entity applies the land use regulation as an approval criteria to an application submitted by the owner of the property, whichever is later. For claims arising from land

B-1

use regulations enacted after the effective date of this act, written demand for compensation under subsection (4) shall be made within two years of the enactment of the land use regulation, or the date the owner of the property submits a land use application in which the land use regulation is an approval criteria, whichever is later.

(6) If a land use regulation continues to apply to the subject property more than 180 days after the present owner of the property has made written demand for compensation under this act, the present owner of the property, or any interest therein, shall have a cause of action for compensation under this act in the circuit court in which the real property is located, and the present owner of the real property shall be entitled to reasonable attorney fees, expenses, costs, and other disbursements reasonably incurred to collect the compensation.

(7) A metropolitan service district, city, or county, or state agency may adopt or apply procedures for the processing of claims under this act, but in no event shall these procedures act as a prerequisite to the filing of a compensation claim under subsection (6) of this act, nor shall the failure of an owner of property to file an application for a land use permit with the local government serve as grounds for dismissal, abatement, or delay of a compensation claim under subsection (6) of this act.

(8) Notwithstanding any other state statute or the availability of funds under subsection (10) of this act, in lieu of payment of just compensation under this act, the governing body responsible for enacting the land use regulation may modify, remove, or not to apply the land use regulation or land use regulations to allow the owner to use the property for a use permitted at the time the owner acquired the property.

(9) A decision by a governing body under this act shall not be considered a land use decision as defined in ORS 197.015(10).

(10) Claims made under this section shall be paid from funds, if any, specifically allocated by the legislature, city, county, or metropolitan service district for payment of claims under this act. Notwithstanding the availability of funds under this subsection, a metropolitan service district, city, county, or state agency shall have discretion to use available funds to pay claims or to modify, remove, or not apply a land use regulation or land use regulations pursuant to subsection (6) of this act. If a claim has not been paid within two years from the date on which it accrues, the owner shall be allowed to use the property as permitted at the time the owner acquired the property.

(11) Definitions – for purposes of this section:

(A) "Family member" shall include the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law,

mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparent, or grandchild of the owner of the property, an estate of any of the foregoing family members, or a legal entity owned by any one or combination of these family members or the owner of the property.

(B) "Land use regulation" shall include:

(i) Any statute regulating the use of land or any interest therein;

(ii) Administrative rules and goals of the Land Conservation and Development Commission;

(iii) Local government comprehensive plans, zoning ordinances, land division ordinances, and transportation ordinances;

(iv) Metropolitan service district regional framework plans, functional plans, planning goals and objectives; and

(v) Statutes and administrative rules regulating farming and forest practices.

(C) "Owner" is the present owner of the property, or any interest therein.

(D) "Public entity" shall include the state, a metropolitan service district, a city, or a county.

(12) The remedy created by this act is in addition to any other remedy under the Oregon or United States Constitutions, and is not intended to modify or replace any other remedy.

(13) If any portion or portions of this act are declared invalid by a court of competent jurisdiction, the remaining portions of this act shall remain in full force and effect.

RECEIVED
'03 MAR 14 PM 3 34
BILL BRADBURY
SECRETARY OF STATE

REAL PROPERTY COMPENSATION LAW

(Ord. 1055, Added, 12/02/2004)

§ 7.500- PURPOSE.

The purpose of this subchapter is to implement Oregon Revised Statutes Chapter 197, as amended by Ballot Measure 37, passed November 2, 2004, and to:

- establish a procedure to process demands for compensation (claims) quickly, openly, thoroughly, and consistent with the law;
- enable present real property owners (claimants) making claims to have an adequate and fair opportunity to present their claims to the county's Board of County Commissioners (Board);
- provide the Board with the factual and analytical information necessary to adequately and fairly consider claims;
- ascertain county liability for compensation apart from State of Oregon (State) and Metropolitan Service District (Metro) liability;
- take appropriate action under the alternatives provided by law;
- to preserve and protect limited public funds;
- preserve and protect the interests of the community by providing for public input into the process of reviewing claims; and
- establish a record of decisions capable of withstanding legal review.

(Ord. 1055, Added, 12/02/2004)

§ 7.505 DEFINITIONS.

For purposes of this subchapter the following definitions shall apply:

APPRAISAL. A written appraisal concluding to Fair Market Value of real property prepared by an appraiser licensed by the Appraiser Certification and Licensure Board of the State of Oregon pursuant to ORS Chapter 674 and meeting the appraisal requirements set forth in Uniform Standards of Professional Appraisal Practice (USPAP). In the case of commercial or industrial property, the term "appraisal" additionally means a written appraisal concluding to Fair Market Value prepared by an appraiser holding an MAI qualification (Member Appraisal Institute), as demonstrated by written certificate.

CLAIM. The "written demand for compensation" required to be made by an "owner" of "real property" under Ballot Measure 37. Demands shall not be considered made under Ballot Measure 37 until the county accepts the demand as complete, i.e. meeting the requirements for making a demand under this subchapter.

CLAIMANT. Present owner(s) of real property. See definition for "owner."

DEMAND. "Claim" and "written demand for compensation" as defined herein.

DIRECTOR. The Planning Director for Multnomah County.

EXEMPT LAND USE REGULATION. Those land use regulations that are specifically listed as exempt from compensation or waiver requirements as set forth in Ballot Measure 37 and in MCC 7.510.

FAMILY MEMBER. The wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparent, or grandchild of the owner of the real property, an estate of any of the foregoing family members, or a legal entity owned by any one or combination of these family members or the owner of the real property.

LAND USE. A physical improvement on real property related to use of the land or an activity which is conducted on real property (examples: residential use, commercial use, industrial use, community service use, farm use or forest use). A further division of real property is not a land use.

LAND USE REGULATION. Includes:

(1) Any statute regulating the use of land or any interest therein;

(2) Administrative rules and goals of the Land Conservation and Development Commission;

(3) Multnomah County's comprehensive plan, zoning ordinance, land division ordinance, or transportation ordinance of Multnomah County; and,

(4) Metro's regional framework plans, functional plans, planning goals and objectives.

OWNER. The present owner(s) of real property, or any interest therein, which is the subject of a claim. The owner is a person who is the sole fee simple owner of the real property or all joint owners whose interests add up to a fee simple interest in property, including all persons who represent all recorded interests in property, such as co-owners, holders of less than fee simple interests, leasehold owners, and security interest holders.

PROPERTY. Private real property, or interest therein, as described in a deed or other legal instrument, which existed on the date of the claim.

REDUCTION IN VALUE. The difference in the fair market value, if any, of the property with certain land use regulations enforced or applied; and the fair market value of the subject property without those land use regulations enforced or applied to the property.

RESTRICTS THE USE. A land use regulation that prohibits a land use or limits the manner in which it can be established on the property.

VALID CLAIM. A claim submitted by the owner of real property that is subject to a land use regulation enacted and/or enforced by Multnomah County that restricts the use of the private real property in a manner that reduces the fair market value of the real property and meets all the requirements of MCC 7.500 *et. seq.*.

WRITTEN DEMAND FOR COMPENSATION. "Claim" or "demand" as defined herein.
(Ord. 1055, Added, 12/02/2004)

§ 7.510 APPLICABILITY AND EXCEPTIONS.

(A) An owner of private real property located within unincorporated Multnomah County may file a claim under this subchapter if the county enacts or enforces a new land use regulation or enforces a land use regulation enacted prior to the effective date of Ballot Measure 37, which amended Oregon Revised Statutes Chapter 197, and it restricts the use of private real property, or any interest therein, and has the effect of reducing the fair market value of the property, or any interest therein.

(B) This subchapter, in compliance with ORS Chapter 197, as amended by Ballot Measure 37, does not allow claims for certain categories of regulations which may reduce the fair market value of the property, or any interest therein. The categories of regulations that are exempt from claims for compensation include the following:

(1) A regulation restricting or prohibiting activities commonly and historically recognized as public nuisances under common law and the criminal laws of Oregon and Multnomah County;

(2) A regulation restricting or prohibiting activities for the protection of public health and safety, such as fire and building codes, health and sanitation regulations, solid or hazardous waste regulations, pollution control regulations, including, but not limited to the following:

a) The County Hillside Development zoning overlay is necessary to protect public health and safety and minimize pollution, ensuring that earthwork on steep slopes or areas susceptible to sloughing or debris flows is undertaken such that it does not compromise slope stability or cause excessive erosion,

b) Grading and Erosion Control regulations are building codes necessary to protect pub-

lic health and safety and minimize pollution by limiting soil erosion attributed to earthwork, and

c) Flood Hazard regulations are building codes necessary to protect health and safety to minimize loss due to flood conditions and allow property owners within the County to participate in the National Flood Insurance Program.

(3) A county regulation required to comply with federal law; and specifically no claims will be accepted for those properties situated within the Columbia River Gorge National Scenic Act area. These properties are exempt from ORS 197, as amended by Ballot Measure 37. The county comprehensive plan and zoning code provisions applicable to these properties are regulations required to comply with federal law.

(4) A regulation restricting or prohibiting the use of a property for the purpose of selling pornography or performing nude dancing; or

(5) A regulation enacted prior to the date of acquisition of the real property by the owner or a family member of the owner who owned the subject property prior to acquisition or inheritance by the owner, whichever occurred first.

(6) Land division regulations, except where they restrict the use of a property.
(Ord. 1055, Added, 12/02/2004)

§ 7.515 SCOPE OF CLAIMS.

(A) An owner of private real property located within unincorporated Multnomah County, or an owner of contiguous parcels purchased at the same time, who asserts a right to compensation under ORS 197, as amended by Ballot Measure 37, shall make a claim for compensation as provided in this subchapter. Owners of noncontiguous properties, or contiguous properties purchased at different times, must file separate claims.

(B) Claims based on regulations that contain discretionary criteria for approval of development on a property may only be filed after Multnomah County has enforced its regulations through approval or denial of a land use application. Such an approval or denial is necessary to establish whether a particular land use regulation "restricts the use" of a property.
(Ord. 1060, Amended, 05/19/2005; Ord. 1055, Added, 12/02/2004)

§ 7.520 CONTENT OF WRITTEN CLAIM.

(A) A Claim pursuant to MCC 7.510 shall only be submitted to and accepted for review by the Director, or the Director's designee, and shall include the following information:

(1) A description of the private real property for which the owner is claiming compensation, including the street address and either a legal description or a County Tax Assessor's description of the property, specifically identifying whether the claim relates to real property other than land or, to a portion of the ownership less than fee simple absolute;

(2) The name, address, and telephone number of all owners and anyone with an interest in the property, including lien holders, trustees, renters, and lessees, together with a description of the ownership interest of each;

(3) The date the claimant acquired ownership of or an interest in the private real property and a copy of the document which provides proof of first ownership;

(4) A title report, including title history, current within 30 days prior to the claim date, verifying the ownership or interests in the private real property;

(5) Copies of any land use decisions claimant believes are related to the claim.

(6) If the claim is based upon the date a family member acquired the property, then documentation sufficient to establish the familial relationship along with a chain of title showing continual ownership;

(7) Copies of any Covenants, Conditions and Restrictions (CCR's), leases, or other encumbrances applicable to the real property;

(8) Identification of the specific land use regulation which restricts the owner's use of the real property, and for which the owner is claiming compensation;

(9) A statement describing the manner in which, and the extent to which, the regulation restricts the use of the private real property and has the effect of reducing the fair market value of the property for which the owner is claiming compensation;

(10) The amount of the reduction in value claimed, supported by an appraisal of the private real property for which the owner is asserting a claim.

(a) If the value of the claim exceeds $1 million, a second appraisal by a second appraiser is required, or the Director may accept alternative data in lieu of the second appraisal to substantiate the value of the claim. Alternative data must be in writing and may include but is not limited to, detailed sales information verified by a real estate broker of comparable properties or other evidence of the difference in value of parcels with and without the right to use the property in a manner prohibited by existing land use regulations.

(b) Notwithstanding subsection (a), the validity of a claim seeking a waiver of land use regulations for placement of a single dwelling on a parcel, may be based solely upon alternative data. A claim for compensation shall not be granted based solely on alternative data.

(11) A statement of the relief sought by the owner, such as a monetary payment in a specific amount; waiver of the applicable regulation; or modification of the applicable regulation. If a modification of the regulation is sought, then a description of the desired modification must be included;

(12) Payment of any required claim processing fee; and

(13) The signature of the claimant.

(B) The Director shall conduct a completeness review within 30 days after submittal of the claim and shall advise the owner, in writing, of any material remaining to be submitted. Once all of the required materials for a complete claim are received, the Director shall declare the claim complete and send the notice required by MCC 7.530(A) and (B).

(C) Commencement of the 180-day period allowed for local government claim procedures prior to any cause of action being authorized for the owner in circuit court as specified in Oregon Revised Statutes Chapter 197 starts on the date the Director deems the claim complete and accepts it for filing.

(Ord. 1060, Amended, 05/19/2005; Ord. 1055, Added, 12/02/2004)

§ 7.525 CLAIM PROCESSING FEES.

(A) The Claim Processing Fees shall cover the actual administrative costs to county for processing a claim. An owner shall pay a retainer of $1500 at the time they submit a claim to the Director. Following final action by the county on the claim, the Director shall provide an accounting of the actual administrative costs, including staff and legal costs, that the county incurred in reviewing and acting on the claim. County shall refund any excess funds from the retainer to the owner within 30 days after the final decision, or shall bill for additional costs not covered by the retainer.

(B) A billing for the amount of the unpaid administrative costs for processing the claim shall be forwarded by certified or registered mail, return receipt requested, to the owner. Payment shall be made to the Director within 30 days from the billing date set out on the bill.

(C) If the property owner does not pay the amount due within 30 days of the billing date, county may pursue collection, including filing a lien on the property. The lien is perfected by filing it with the County Recorder's Office in the deed records indicating the amount of the lien, the basis for the lien and the property to which the lien attaches.

(D) The lien provided for in subsection (C) shall be given priority over all liens except those for taxes

and assessments and shall include interest at 0.5% per month accruing from the date the billing is sent to the owner of the property.

(E) The lien provided for in subsection (C) shall be foreclosed in the manner prescribed by state law for the enforcement of liens and collection of assessments.

(F) In compliance with MCC 37.0560, no permits will be approved on properties with a lien for unpaid processing fees required by this subsection.

(G) County shall collect reasonable attorney's fees and costs for collection of the debt, which may be made part of the lien and the debt.
(Ord. 1055, Add, 12/02/2004)

§ 7.530 CLAIM REVIEW PROCESS.

(A) After a claim for compensation is declared complete pursuant to MCC 7.520(B), the Director shall mail notice of the claim to the claimant, other owners of record of the property, and all owners of property within 750 feet of the subject property. Additional mail notice shall be sent to any public entities with land use regulatory authority over the property and other organizations or persons as the Director may designate.

(B) The Director's notice under subsection (A) shall:

(1) Indicate the date that the claim was filed;

(2) State the basis of the claim, the amount of the compensation or waiver sought and the land use regulation that the owner asserts gives rise to a claim;

(3) Identify the property by the street address or other easily understood geographical reference;

(4) State that persons noticed may provide written comments on the claim, and provide the date written comments are due;

(5) Indicate a timeframe within which the Board will take action on the claim and identify how interested persons can learn of the specific date the Board will meet on the matter, once a meeting date is set;

(6) Provide the name and phone number of a county representative who can be contacted for additional information; and

(7) State that a copy of the claim and the supporting documents submitted by the owner are available for inspection at no cost, or that copies will be provided at reasonable cost.

(C) Written comments regarding a demand may be submitted to the Director by any interested person. Comments must be received by the Director within 14 days from the date of the notice required under subsections (A) and (B) above. The owner shall have an additional 7 days after the deadline set out above to respond to any written comments received by the Director. It is the duty of the owner to determine if comments have been received by the Director.

(D) The Director shall prepare a draft staff report within 30 days after the comment period has ended. The report shall apply the standards of Oregon Revised Statutes Chapter 197, as implemented through this subchapter, to the claim.

(E) After the Director has completed a draft staff report, the Director shall send a copy of it to Assessment and Taxation for review of the appraisal(s) submitted by the owner and shall send a copy of it to the County Attorney's Office for review. Assessment and Taxation and the County Attorney's Office will have 30 days for review.

(F) After the Director receives the comments from Assessment and Taxation and the County Attorney's Office, the Director will prepare a final staff report and make it available to the public at least 10 days prior to the Board meeting. The final staff report shall include options for Board action.

(G) The Board shall conduct a public hearing before taking final action on the claim. The procedures for the hearing must include, but are not limited to staff presentation and public testimony, followed by deliberation and a decision by the Board.

(H) The Board's options for its decision include, but are not limited to the following:

(1) Find the claim invalid and issue a Board Order to deny the claim based on one or more of the following findings:

(a) The land use regulation does not restrict the use of the private real property;

(b) The fair market value of the property is not reduced by the enactment, enforcement or application of the land use regulation;

(c) The demand was not timely filed;

(d) The owner failed to comply with the requirements for making a demand as set forth in this subchapter;

(e) The owner is not the present property owner, or the property was not owned by a family member or the claimant was not the property owner at the time the land use regulation was enacted, enforced or applied;

(f) The land use regulation is an exempt regulation as defined in Oregon Revised Statutes Chapter 197, as amended by Ballot Measure 37, passed November 2, 2004;

(g) The land use regulation in question is not an enactment of the county;

(h) The county has not taken final action to enact, or enforce the land use regulation to the property;

(i) The owner is not entitled to compensation under Oregon Revised Statutes Chapter 197, as amended by Ballot Measure 37, passed November 2, 2004, for a reason other than those provided herein.

(2) Find the claim valid and issue a Board Order to award compensation, either in the amount requested, or in some other amount supported by the evidence in the record, subject to the availability and appropriation of funds for that purpose;

(3) Find the claim valid and issue a Board Order to modify the regulation which restricts the use beyond those restrictions in place on the property at the time the owner acquired the property; or

(4) Find the claim valid and issue a Board Order to waive the regulation which restricts the use beyond those restrictions in place on the property at the time the owner acquired the property.

(I) If the Board modifies or waives the challenged county land use regulation in response to a claim by owner, the modification or waiver is valid only as to the owner during owner's ownership of the property for those regulations listed in the claim which were found by the Board to be valid; all other current regulations remain in effect. The Board may, at its discretion, reinstate any or all of the land use regulations in effect at the time the owner acquired the property. A Board waiver is not a waiver of any state law or Metro Code provision.

(J) The final decision on a claim shall be made by the Board. After review the Board shall, under the standards of Oregon Revised Statutes Chapter 197, as amended by Ballot Measure 37 determine whether compensation is granted, the amount of compensation if any, whether any exceptions to the requirement for compensation apply or whether the regulation should be modified, removed or deemed not to apply to the property. A copy of the Board Order shall be sent by mail to the owner and to each individual or entity that participated in the Director or Board process, provided a mailing address was provided to the Director as part of the claim process.

(K) Waiver of a county land use regulation does not constitute a waiver of any corresponding state statutes.

(L) Any right obtained by a claimant through the Board's grant of a waiver of county land use regulations is transferable only to the extent allowed by law.

(M) If the Board issues an Order finding that an owner has a valid claim and granting compensation or a modification or a waiver, the Planning Director or the Director's designee shall record a copy of the Order in the Recorder's Office of Multnomah County. The Order must include a legal description of the subject property.

(N) Notwithstanding the provisions of MCC 7.520, which sets out the contents of a claim and authorizes the Director to determine whether a claim is complete, the Director, or the Director's designee, may review a claim and may recommend to the Board that the claim be denied if it is invalid on its face.

(O) This subchapter shall be interpreted in a manner consistent with Oregon Revised Statutes Chapter 197, as amended by Ballot Measure 37, Passed November 2, 2004, and other implementing statutes or regulations and as interpreted by Oregon appellate courts.
(Ord. 1060, Amended, 05/19/2005; Ord. 1055, Added, 12/02/2004)

§ 7.535 CONDITIONS OF APPROVAL, REVOCATION OF DECISION.

(A) The Board may establish any relevant conditions of approval for compensation, should compensation be granted, or for any other action taken under MCC 7.530 of this subchapter.

(B) Failure to comply with any condition of approval is grounds for revocation of the approval of the claim, grounds for recovering any compensation paid and grounds for revocation of any other action taken under this subchapter.

(C) In the event the owner, or the owner's successor in interest, fails to fully comply with all conditions of approval or otherwise does not comply fully with the conditions of approval, the Director may institute a revocation or modification proceeding before the Board under the same process for Board review of a claim under this subchapter.
(Ord. 1055, Add, 12/02/2004)

§ 7.540 EX PARTE CONTACTS, CONFLICT OF INTEREST AND BIAS.

The following rules govern any challenges to Board participation in the review or hearings regarding compensation claims:

(A) Any factual information obtained by a member of the Board outside the information provided by Director or county staff, or outside of the formal written comments process or hearing will be deemed an *ex parte* contact. A member of the Board that has obtained any material factual information through an *ex parte* contact must declare the content of that contact, and allow any interested party to rebut the substance of that contact. This rule does not apply to contacts between county staff and a member of the Board.

(B) Whenever a member of the Board, or any member of their immediate family or household, has a financial interest in the outcome of a particular demand or lives within the area entitled to notice of the demand, that member of the Board shall not participate in the deliberation or decision on that application.

(C) All decisions on demands must be fair, impartial and based on the applicable review standards and the evidence in the record. Any member of the Board who is unable to render a decision on this basis must refrain from participating in the deliberation or decision on that matter.
(Ord. 1055, Added, 12/02/2004)

§ 7.545 ATTORNEY FEES ON DELAYED COMPENSATION.

(A) If a demand under Oregon Revised Statutes Chapter 197 and MCC 7.500 *et. seq.* is denied or not fully paid within 180 days of the date of filing a

completed demand, the owner's reasonable attorney fees and expenses necessary to collect compensation will be added as additional compensation provided compensation is awarded to the owner. If such demand is denied, not fully paid, or other action taken under Oregon Revised Statutes Chapter 197, within 180 days of the date of filing a completed demand, and the owner commences suit or action to collect compensation, if county is the prevailing party in such action, then county shall be entitled to any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees.

(B) In the event county is the prevailing party and is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time incurred and the attorney fee rates and charges reasonably and generally charged and paid in Multnomah County, Oregon for the type of legal services performed.
(Ord. 1055, Add, 12/02/2004)

§ 7.550 AVAILABILITY OF FUNDS TO PAY CLAIMS.

Compensation can only be paid based on the availability and appropriation of funds for this purpose.
(Ord. 1055, Add, 12/02/2004)

§ 7.555 PRIVATE RIGHT OF ACTION.

If the Board's approval of a claim by removing or modifying a land use regulation causes a reduction in value of other property located in Multnomah County, the affected party shall have a cause of action in state circuit court to recover from the claimant the amount of the reduction, and shall also be entitled to attorney's fees.
(Ord. 1055, Add, 12/02/2004)

§ 7.560 APPLICABLE STATE LAW.

For all demands filed, the applicable state laws are those portions of Oregon Revised Statutes Chapter 197 added or made a part of said Chapter by Ballot Measure 37, passed on November 2, 2004 and/or as amended, modified or clarified by subsequent amendments or regulations adopted by the Oregon State Legislature, Oregon State Administrative Agencies or MCC 7.500 *et. seq.* Any demand that has not been processed completely under this subchapter shall be subject to any such amendments, modifications, clarifications or other actions taken at the state level and this subchapter shall be read in a manner so as not to conflict with such amendments, modifications, clarifications or other actions taken at the state level.
(Ord. 1055, Add, 12/02/2004)

§ 7.565 SEVERABILITY CLAUSE.

The provisions, sections and subdivisions of this Ordinance, shall be considered to be severable, so that if any provision, section and/or subdivision, or its application to any person or circumstance, is altered, amended, abrogated, repealed, superseded by state law or held invalid, the remainder of the particular provision, section and/or subdivision or Ordinance, or the application thereof to other persons or circumstances, shall not be deemed affected.
(Ord. 1060, Added, 05/19/2005)

3.15 SUBURBAN-RESIDENTIAL-DISTRICT - SR

3.151 PURPOSE. This section provides minimum standards designed to assure the orderly and beneficial development of the district as the area becomes more densely populated and assumes urban characteristics. No provision of this section shall regulate lands used for grazing, agriculture, horticulture or for the growing of timber.

3.152 USE. No building, structure or land shall be used and no building or structure shall be hereafter erected, altered or enlarged in this district except for the following uses:

3.1521 Single family dwellings

3.1522 Accessory buildings such as garages, carports, studios, pergolas, private workshops, playhouses, private greenhouses or other similar structures related to the dwelling in design, whether attached or detached.

3.1523 On lots of forty-thousand (40,000) square feet or larger, dwelling or dwellings for owner, operator and/or help required to carry out grazing, agriculture, horticulture or the growing of timber.

3.1524 Grazing, agriculture, horticulture, or the growing of timber, provided that no retail or wholesale business sales office is maintained on a lot of less than two (2) acres and provided that no poultry or livestock, other than normal household pets, shall be housed within one hundred (100) feet of any residence other than a dwelling on the same lot.

3.1525 Special Uses:

(a) Parks, playground or community centers, golf courses and other uses of a similar nature as provided in the Community Service Section (7.00), when approved by the Planning Commission.

(b) Churches and schools, subject to the review of the Planning Commission and the restrictions provided in Section 7.20.

3.1526 Temporary structures may be allowed in this district if these structures relate to the building or sale of land or homes, provided, however, that a <u>temporary permit</u> shall be issued for these structures by the Board of Adjustment. This permit shall expire at the end of one (1) year, but may be rene Board of Adjustment at the end of that p

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3.1527 Where the side of a lot abuts on a commercial or industrial district, the following transitional uses are permitted provided they do not extend more than one hundred (100) feet into the more restricted (residential) district.

(a) Two-family dwellings.

(b) Medical offices, dental offices, and clinics.

(c) Parking, as required in Section 6.20.

(d) Other uses of a transitional nature as determined by the Planning Commission. These transitional uses shall conform to all other requirements of this Ordinance which apply.

3.1528 Signs. The following signs, non-illuminated, shall be permitted in this district.

(a) A sign advertising the sale or rental of a premises; of a temporary nature, with a maximum area on one side of eighty (8) square feet, when erected at least ten (10) feet behind the front property line.

(b) A sign advertising the sale of a tract of land or a legally approved subdivision or development of a temporary nature, with a maximum area on one side of eight (80) square feet, when erected at least ten (10) feet behind the front property line. Any such sign shall be approved by the Building Inspector as to location in regard to health, safety, view obstruction, or other such conditions, before erection.

(c) A sign stating the name of the owner or occupant of the property; with a maximum area on one side of two (2) square feet.

(d) On lots of two (2) acres or larger, not more than two (2) signs, with a maximum total area of eighteen (18) square feet, advertising the sale of agricultural products raised or grown on the premises.

3.1529 Uses customarily incident to any of the above uses, including home occupations.

3.153 RESTRICTIONS.

3.1531 Lot Size. When topography, character and other considerations are favorable, and the following minimum standards are met, the minimum lot size in this district shall be:

LOT AREA	MINIMUM STANDARDS
Forty-thousand (40,000) square feet	1. Approved water supply (public or private). 2. Approved individual sewage disposal system. 3. Approved public access. 4. Approved plan for future re-subdivision of total tract when urban conditions develop.
Twenty-thousand (20,000) square feet	1. Approved public water supply. 2. Approved individual sewage disposal system. 3. Approved public access. 4. Approved plan for future re-subdivision of total tract when urban conditions develop.
Ten-thousand (10,000) square feet	1. Approved public water supply. 2. Approved public sewer (or when conditions permit, State Code cesspool). 3. Approved public access. 4. Approved plan for the subdivision of the total tract. 5. Other established community facilities are available to serve the area and similar lot sizes exist in the vicinity.

(a) Approval of water supply and sewage disposal facilities shall be by the County Department of Public Health. Other approvals as above shall be by the Planning Commission. All such approvals shall be consistent with the purposes of this Ordinance.

(b) Any further reduction in lot sizes shall require a change in district boundary. (Section 8.30). Such change may be considered on the basis of established character and community facilities in addition to the above.

(c) The minimum average lot width shall be seventy (70) feet, and the minimum lot width at the building line shall be seventy (70) feet. The minimum lot depth shall be one hundred (100) feet.

3.1532 Yard Requirements:

(a) Front Yard. There shall be a front yard having a minimum depth of thirty (30) feet, unless a previous building line less than this has been established, in which case the minimum front yard for interior lots shall be the average of the set-backs of the main structures on abutting lots on either side if both lots are occupied; if one lot is occupied and the other vacant, the set-back shall be the set-back of the occupied lot plus one-half the remaining distance to the required thirty (30) foot setback. If neither of the abutting side lots of tracts are occupied by a structure, the set-back shall be thirty (30) feet.

(b) Side Yard. Side yards shall be a minimum of ten (10) feet.

(c) Rear Yard. There shall be a rear yard with a minimum depth of twenty-five (25) feet to the main building.

(d) Lot Coverage. The maximum area that may be covered by the dwelling unit and accessory buildings shall not exceed thirty percent (30%) of the total area of the lot.

(e) A wholesale or retail sales office, limited to the sale of agricultural products raised or grown on the premises, may be maintained on a lot of two (2) acres or larger, with a minimum front yard depth of sixty (60) feet and a maximum ground floor area of four hundred (400) square feet. Such maximum floor area shall include lath houses over five (5) feet in height used for display or sales.

3.1533 Accessory Buildings. Accessory buildings may be allowed if they fulfill the following requirements:

(a) If attached to the main building or separated by a breeze way they shall fulfill the front and side yard requirements of the main building.

(b) If detached and located behind the rear-most line of the main building, or a minimum of fifty-five (55) feet from the front lot line, whichever is greater, any one (1) story accessory building may be located adjacent to or on a rear and/or side lot line not fronting on a street, when in compliance with the Building Code.

3.1534 Off-Street Parking. One (1) automobile space on the lot shall be provided for each dwelling unit.

3.1535 Height Restrictions. Maximum height of any structure shall be two and one-half (2½) stories or thirty-five (35) feet, which ever is less.

3.1536 All lots in this district shall abut a street, or shall have such other access held suitable by the Planning Commission.

3.1537 Half Streets. The minimum front or side yards or other set-backs as stated herein, shall be increased where such yard or setback abuts a street having insufficient right-of-way width to serve the area. The Planning Commission shall determine the necessary right-of-way widths and the additional yard or setback requirements in such cases.

3.1538 No sale or conveyance of any portion of a lot, for other than a public purpose, shall leave a structure on the remainder of the lot with less than the minimum lot yard or setback requirements of this district.

3.1539 These requirements shall apply to lots that abut a future street as indicated on an approved and recorded subdivision plat.

3.154 EXCEPTIONS.

3.1541 Housing Project. When a developer of four (4) or more acres of land submits plans for an entire development program, with the objective of providing suitable view, ample yard area and other conditions in harmony with the neighborhood, the Planning Commission may waive the front, side or rear yard requirements if it finds that the proposed design is in the best interest of the public and adequate to provide desirable places in which to live. In such case the lot area, width and depth requirements shall remain the same as for this residential district.

3.1542 Where a lot less than the minimum size required, in this section was held under separate ownership, and was on public record at the time this Ordinance became effective, such lot may be occupied by any use permitted in this district. In no case, however, shall a dwelling unit have a lot area of less than three-thousand (3,000) square feet.

3.1543 If topographical or other conditions exist which make these requirements unreasonable, the Board of Adjustment may waive the front, side or rear yard requirements.

ORDINANCE #100 DEFINITIONS

AN ORDINANCE amending the Zoning Ordinance of Multnomah County, deleting and changing provisions therein, creating new provisions and repealing all prior portions and amendments in conflict herewith to the extent of such conflict.

The Board of County Commissioners of Multnomah County, Oregon

ORDAINS as follows:

This ordinance is enacted for the purpose of promoting public health, safety, morals, comfort and general welfare; to conserve, stabilize, and protect property values; to encourage the most appropriate use of land; to provide adequate light, air and access; to prevent the over-crowding of land; to avoid undue concentration of population; to s ecure safety from fire and other dangers; to insure sanitary conditions; to lessen traffic congestion, and to facilitate adequate and economical provisions for public improvements, all in accordance with the Development Pattern of the county; and to provide a method of administration - all as authorized by the provisions of Sections 215.010 to 215.190, and Section 215.990 Oregon Revised Statutes.

Title: This ordinance shall be known and may be cited as the "Zoning Ordinance of Multnomah County, Oregon."

1.00 GENERAL DEFINITIONS. For the purposes of this ordinance, the following terms are hereby defined:

1.01 ACCESSORY BUILDING. A subordinate building, the use of which is clearly incidental to that of the main building on the same lot.

1.02 AGRICULTURE. The tilling of the soil, the raising of crops, dairying and/or animal husbandry, but not including the keeping or raising of fowl, pigs, or fur-bearing animals unless such is clearly incidental to the principal use of the property for the raising of crops.

1.03 AIRPORT OR AIRCRAFT LANDING FIELD. Any landing area, runway or other facility designed, used or intended to be used either publicly or by any person or persons for the landing and taking-off of aircraft and including all necessary taxi-ways, aircraft storage, tie-down areas, hangars and other necessary buildings and open spaces.

1.04 ALLEY. A minor way which is used primarily for vehicular service access to the back or side of properties otherwise abutting on a street.

1.05 ALTERATION. An "alteration" may be a change in construction or a change of occupancy. Where the term "alteration" is applied to a change of construction, it is intended to apply to any change addition, or modification in construction. When the term is used in connection with a change of occupancy, it is intended to apply to changes of occupancy from one trade or use to another or from one division of trade or use to another.

1.06 ALTERATION, STRUCTURAL. Any change or repair which would tend to prolong the life of the supporting members of a building or structure, such as alteration of bearing walls, foundation, columns, beams or girders. In addition, any change in the external dimensions of the building shall be considered a structural alteration.

1.07 APARTMENT. Any building or portion thereof which is designed, built, rented, leased, let or hired out, to be occupied, or which is occupied as residence of three (3) or more families, living independently of each other and doing their own cooking in the said building.

1.08 BASEMENT. A portion of a building which has more than one-half (½) of its height measured from finished floor to finished ceiling above the average grade of the adjoining ground; and not deemed a story unless the ceiling is six (6) feet or more above the grade.

1.09 BOARD OF ADJUSTMENT. A Committee of the Planning Commission, which may grant temporary permits, and variances from the requirements of this ordinance with or without conditions according to the provisions of Section (8.3) of this ordinance.

1.10 BOARDING, LODGING OR ROOMING HOUSE. A building or portion thereof, other than a hotel, where meals and/or lodging are provided for compensation for five (5) or more persons, not transients.

1.11 BUILDING. Any structure built, for the support, shelter, or enclosure of any persons, animals, chattels or property of any kind.

1.12 BUILDING DEPARTMENT. The Planning Department is designated as the Building Department and is therefore charged with the administration and enforcement of this ordinance.

1.13 BUILDING HEIGHT. The vertical distance measured from the adjoining curb level to the highest point of the roof surface of a flat roof, to the deck line of a mansard roof, and to the mean height level between the eaves and ridge for a gable, hip, or gambrel roof, provided, however, that where buildings are set back from the street line, the height of the building may be measured from the average elevation of the finished grade at the front of the building.

1.14 BUILDING LINE. A horizontal line that coincides with the front side of the main building.

1.15 COURT. An open unoccupied space, other than a yard, on the same lot with a building and bounded on two (2) or more sides by such building.

1.16 DORMITORY. A room for sleeping purposes for more than four (4) persons, which is rented.

1.17 DWELLING UNIT. One or more rooms designed for occupancy by one (1) family for living purposes and having only one (1) cooking facility

1.18 DWELLING, ONE-FAMILY OR SINGLE FAMILY. A detached building designed for occupancy by one (1) family.

1.19 DWELLING, DUPLEX OR TWO-FAMILY. A building designed exclusively for occupancy by two (2) families living independently of each other.

1.20 DWELLING, APARTMENT. A building or portion thereof, designed for occupancy by three (3) or more families living independently of each other.

1.21 FENCE, SIGHT OBSCURING. A fence, consisting of wood, metal, or masonry, or an evergreen hedge or other evergreen planting, arranged in such a way as to obstruct vision.

1.22 FLOOR AREA. The maximum horizontal area of the building at the finished floor line.

1.23 FRONTAGE. All the property fronting on one (1) side of a street between intersecting or intercepting streets, or between a street and a right-of-way, waterway and/or dead-end street, or county boundary, measured along the street line. An intercepting street shall determine only the boundary of the frontage on the side of the street which it intercepts.

1.24 GRADE, GROUND LEVEL. The average of the finished ground level at the center of all walls of a building. Where the walls are parallel to and within five (5) feet of a sidewalk, the above ground level shall be measured at the sidewalk.

1.25 GRAZING. The use of land for pasture of horses, cattle, sheep, goats, and/or other domestic herbivorous animals, alone or in conjunction with agricultural pursuits.

1.26 HOME OCCUPATION. Any lawful activity, not otherwise specifically provided for in this ordinance, commonly carried on within a dwelling by a member or members of a family, no employee or other person being engaged in the same, and in which said activity is secondary to the use of the dwelling for living purposes; provided, that there is no outside advertising or display of merchandise and that no sale or sales of merchandise shall be made in such dwelling or on the premises connected therewith.

1.27 HORTICULTURE. The cultivation of plants, garden crops, trees and/or nursery stocks.

1.28 HOTEL. A building or portion thereof designed or used for occupancy of individuals who are lodged with or without meals, and in which no provision is made for cooking in any individual room or suite.

1.29 HOUSING PROJECT. An area of four (4) or more acres arranged according to a site plan on which the amount of land to be devoted to housing facilities, their arrangement thereon, together with the arrangement of access streets and alleys, and other public facilities is shown.

1.30 EDUCATIONAL INSTITUTION. A college or university supported by public or private funds, tuitions, contributions or endowments, giving advanced academic instruction as approved by a recognized accrediting

agency, including fraternity and sorority houses, excluding elementary and high schools, and trade and commercial schools.

1.31 JUNK YARD. The use for more than two hundred (200) square feet of the area of any lot, or the use of any portion of that half of any lot, but not exceeding a depth or width, as the case may be, of one hundred (100) feet, which half adjoins any street, for the dismantling or "wrecking" of automobiles or other vehicles or machinery, or for the storage or keeping of the parts or equipment resulting from such dismantling or "wrecking," or for the storage or keeping of junk, including scrap metals or other scrap material.

1.32 KENNEL. Any lot or premises on which four (4) or more dogs, more than four (4) months of age, are kept.

1.33 LOADING SPACE. An off-street space or berth on the same lot, or parcel, with a building or use, or contiguous to a group of buildings or uses, for the temporary parking of a vehicle while loading or unloading persons, merchandise or materials, and which space or berth abuts upon a street, alley or other appropriate means of access and egress.

1.34 LOT. A plot, parcel or area of land owned by or under the lawful control and in the lawful possession of one distinct ownership.

1.35 LOT COVERAGE. The area of a lot covered by a building or buildings, expressed as a percentage of the total lot area.

1.36 LOT LINES. The lines bounding a lot as defined herein.

1.37 LOT LINE, FRONT. In the case of an interior lot, a line separating the lot from the street; and in the case of a corner lot, a line separating the narrowest frontage of the lot from the street.

1.38 LOT LINE, REAR. The line dividing one lot from another and on the opposite side of the lot from the front lot line, and in the case of an irregular or triangular shaped lot, a line ten (10) feet in length within the lot parallel to and at the maximum distance from the front lot line.

1.39 LOT LINE, SIDE. In the case of an interior lot, a line separating one lot from the abutting lot or lots fronting on the same street; and in the case of a corner lot, a line separating the greatest frontage of the lot from the street.

1.40 LOT WIDTH. The horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

1.41 LOT WIDTH, AVERAGE. The average horizontal distance between the side lot lines.

1.42 LOT AREA. The total horizontal area within the lot lines of a lot.

1.43 MOTEL. See Tourist court.

1.44 NON-CONFORMING USE. A use to which a building or land was put at the time this ordinance became effective and which does not conform with the use regulations of the district in which it is located

1.45 PARKING SPACE. A minimum gross area, ten (10) feet in width and twenty (20) feet in length, available for the parking of a standard American automobile.

1.46 PREMISES. A lot with or without buildings.

1.47 PROFESSIONAL OFFICE. An office containing the activities such as those offered by a physician, surgeon, dentist, lawyer, architect, engineer, accountant, artist or teacher, but not real estate or insurance sales.

1.48 ROOMING HOUSE. Same as boarding house.

1.49 SCHOOL, COMMERCIAL. A building or land where instruction is given to pupils in arts, crafts, or trades, and operated as a commercial enterprise as distinguished from schools endowed and/or supported by taxation.

1.50 SCHOOL, PRIMARY, ELEMENTARY OR HIGH, including Private or Parochial, but not including nursery school, kindergarten or day nursery, except those operated in conjunction with a school.

1.51 SHALL is mandatory, MAY is permissive.

1.52 SIGN AREA. The greatest width multiplied by the greatest height of the display portion of a sign.

1.53 STORY. That portion of a building included between a floor and the ceiling next above it, exclusive of a basement.

1.54 STORY, HALF. A story under a gable, hip, or gambrel roof, the wall plates of which on at least two (2) opposite exterior walls are not more than two (2) feet above the floor of such story.

1.55 STREET. A public way which provides vehicular and pedestrian access to adjacent properties. It shall include the terms street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place and other such terms.

1.56 STRUCTURE. Anything constructed or erected, which requires location on the ground or attached to something having a location on the ground.

1.57 TIMBER GROWING. The growing of trees for the production of timber.

1.58 TOURIST COURT. One or more buildings designed or used as temporary living quarters for automobile transients.

1.59 TRAILER. Any vehicle or similar portable device, having no foundation other than wheels, jacks or skirtings and so designed or con-

structed as to permit human occupancy for living or sleeping purposes.

1.60 TRAILER PARK. Land designed or used for the temporary or permanent parking of two (2) or more vehicles used for human habitation.

1.61 TRANSITIONAL AREA. An area consisting of a lot, lots, or parts of lots, within any residential district, having side lot lines abutting a boundary of a commercial or industrial district, and extending not more than one hundred (100) feet from such boundary into the residential district.

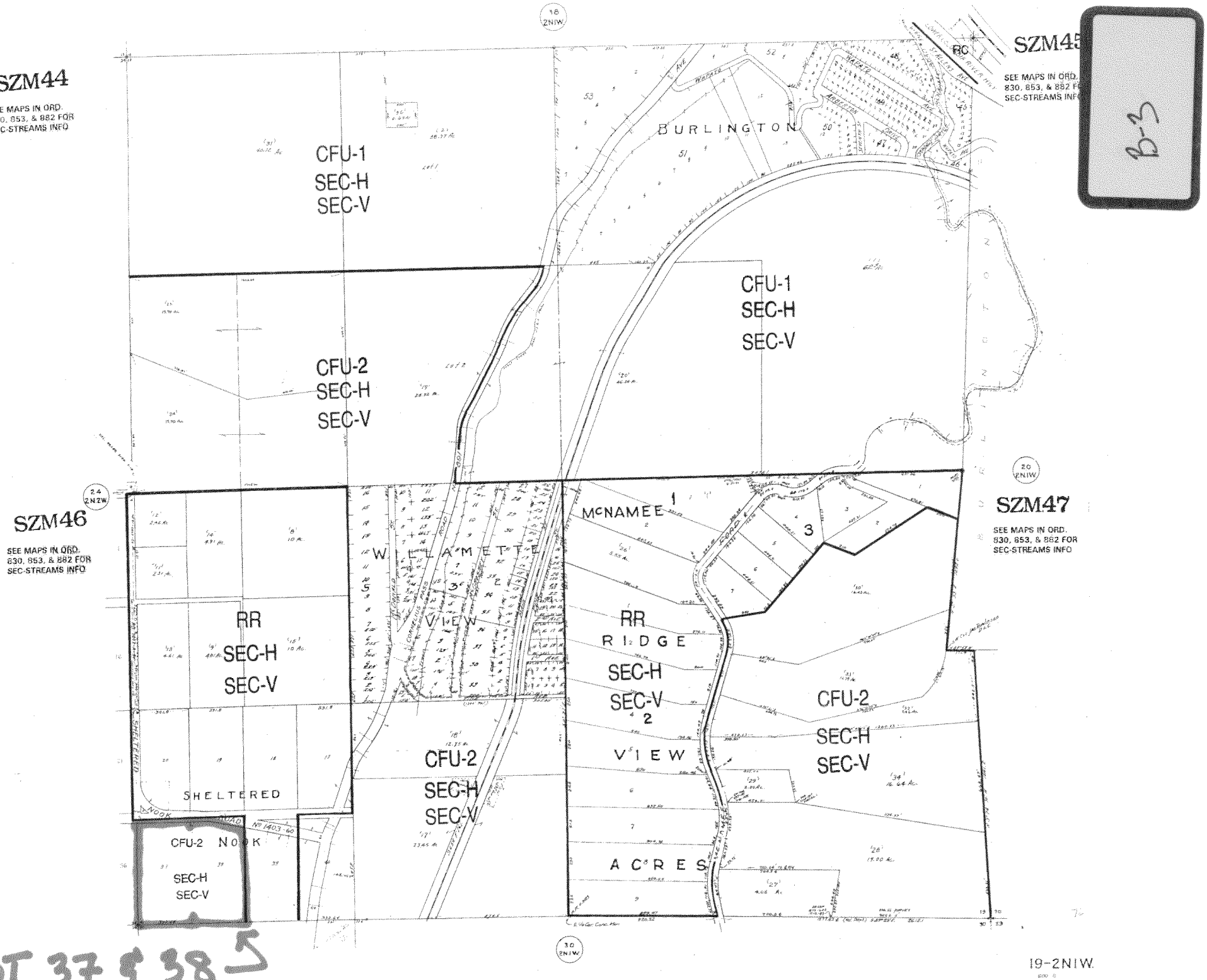
1.62 TRANSITIONAL USES. A use allowed in a transitional area which is intended to create a gradual change in uses from industrial and commercial areas to residential areas.

1.63 YARD. An open space, on a lot with a building and bounded on one (1) or more sides by such building, such space being unoccupied and unobstructed from thirty (30) inches above the ground upward.

1.64 YARD, FRONT. A yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and a line parallel thereto on the lot.

1.65 YARD, REAR. A yard extending across the full width of the lot between the most rear building and the rear lot line; the depth of the required rear yard shall be measured horizontally from the nearest point of the rear lot line toward the nearest part of the building. Where there is no rear lot line, the depth of the rear yard shall be the distance from a ten (10) foot line parallel to the front lot line, measured from one side line to the other.

1.66 YARD, SIDE. A yard between any building and the side lot line, extending from the front yard, or front lot line where no front yard is required; the width of the required side yard shall be measured horizontally from the nearest point of the side lot line toward the nearest part of the building.


SZM44
SEE MAPS IN ORD. 830, 853, & 882 FOR SEC-STREAMS INFO
SZM45
SEE MAPS IN ORD. 830, 853, & 882 FOR SEC-STREAMS INFO
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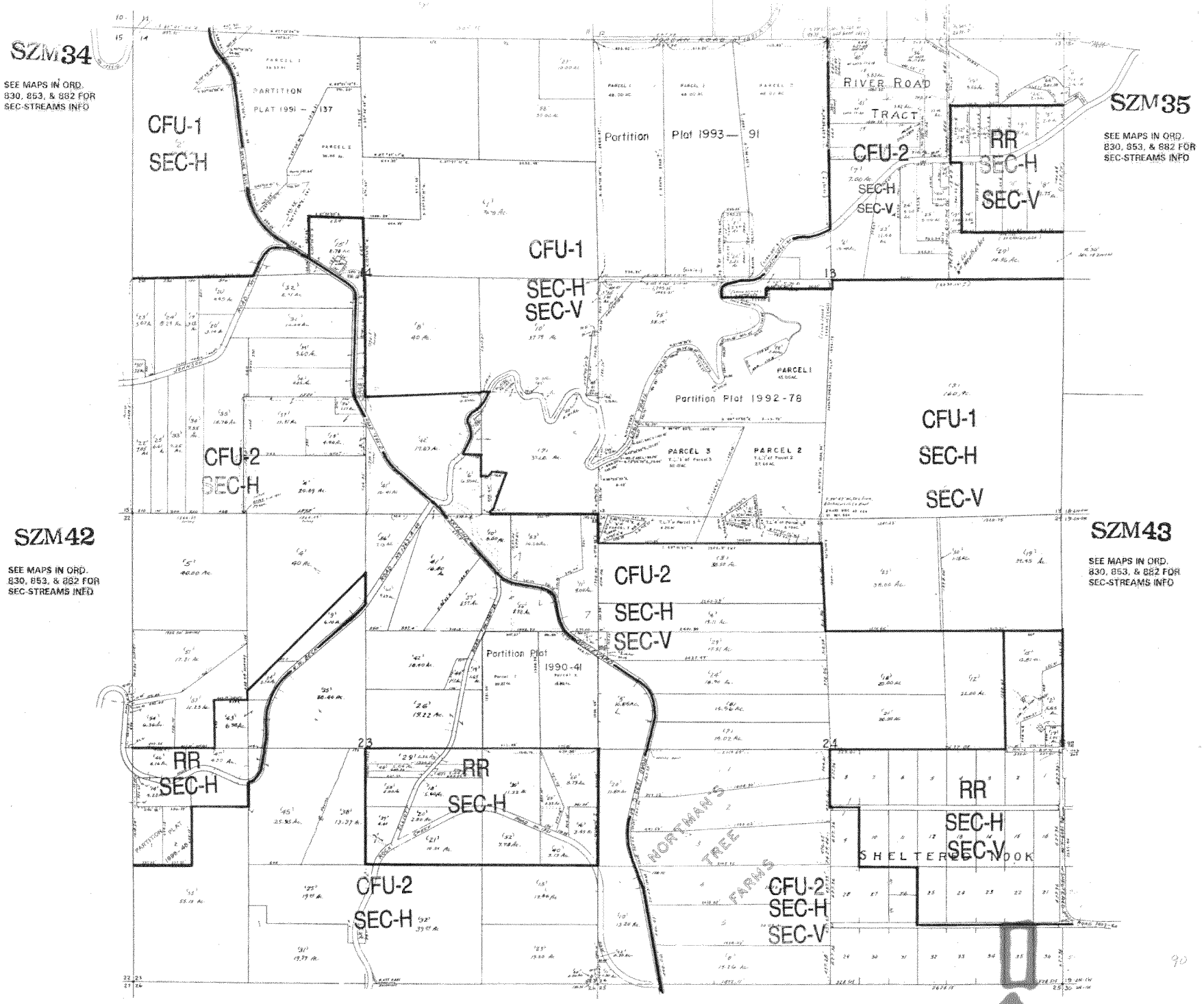
SZM34
SEE MAPS IN ORD. 830, 853, & 882 FOR SEC-STREAMS INFO
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SEE MAPS IN ORD. 830, 853, & 882 FOR SEC-STREAMS INFO
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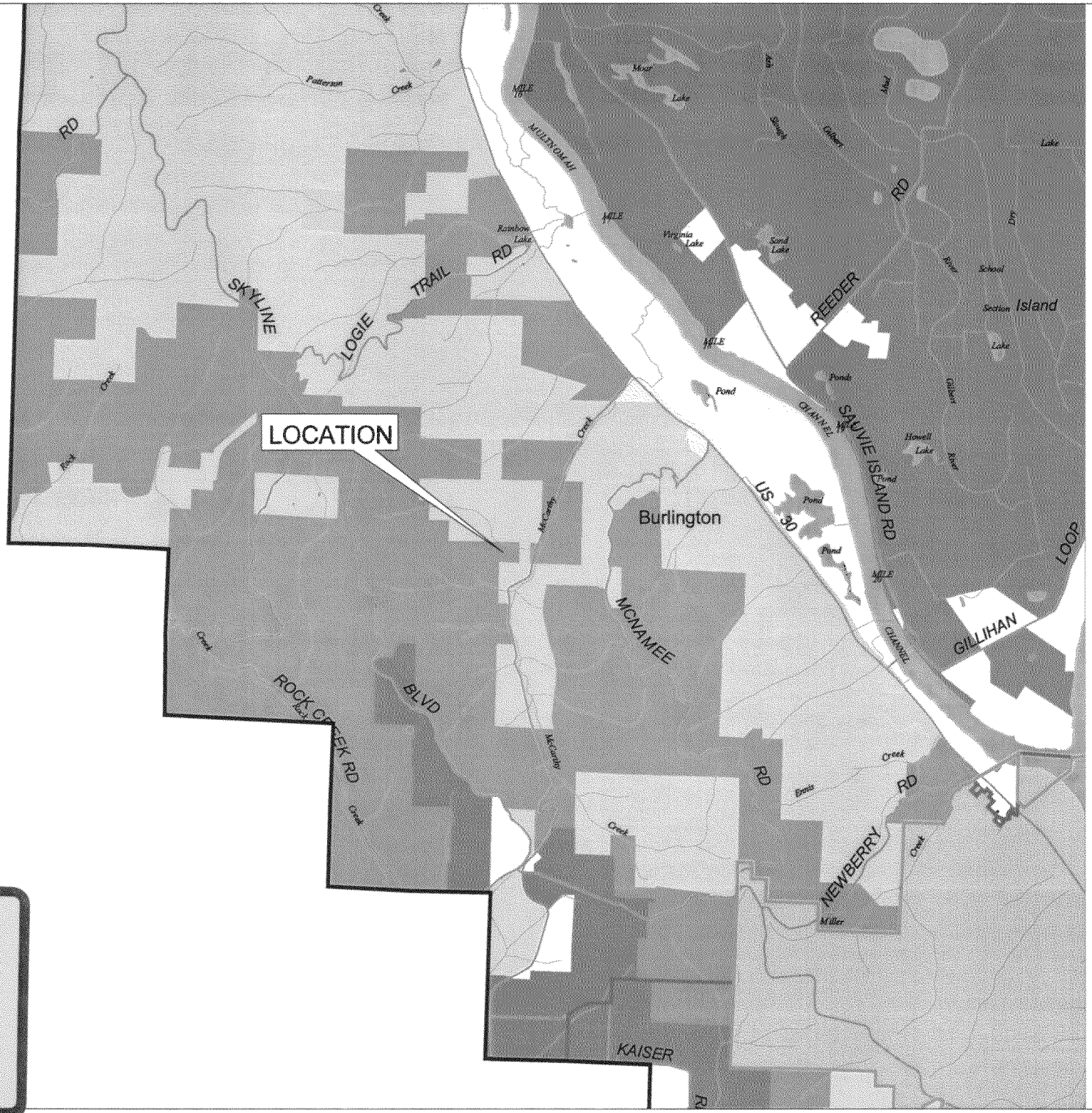

Land Use Planning Division

MULTNOMAH COUNTY

Vicinity Map

- County
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- Stream Names
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- Metro Boundary
- Arterial Streets
- Major Streets
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- SEC-w (USFWS Habitat)
- Portland UPA
- 6/1/2005
- Troutdale UPA
- WSCC
- Cultural Center
- Park
- Rural Zoning
- MUA20
- RC
- RF19
- Park
- Local Zoning

0 1131 2262 3393 4524 Feet

1"= 4524 feet

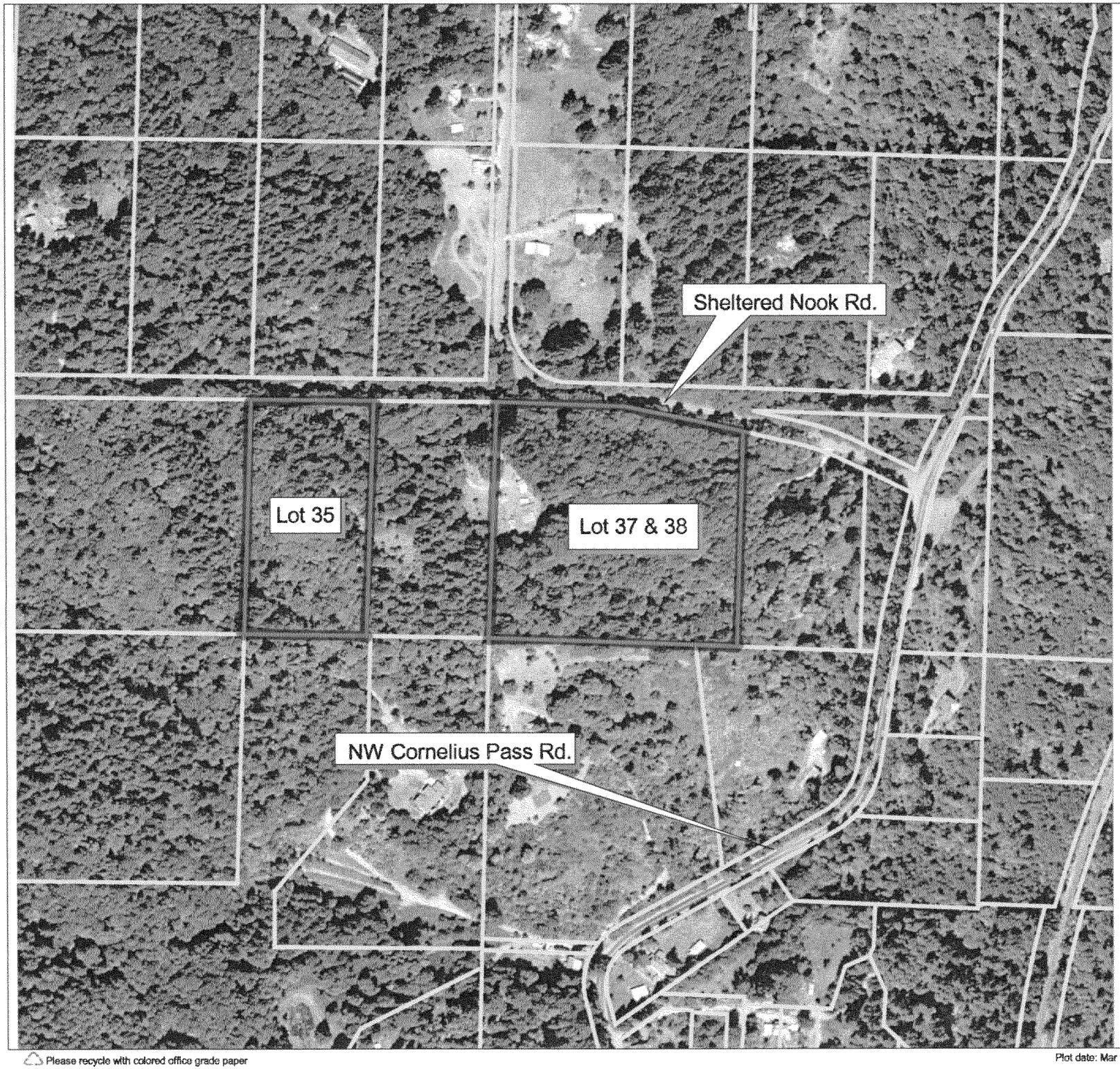
N

1600 SE 190th Ave.
Portland, OR 97233
503.248.3043 Fax 503 248.3389
Email: land.use.planning@co.multnomah.or.us

This map is based on data from Metro
Multnomah County cannot accept responsibility
for errors, ommisions or positional accuracy.
There are no warranties expressed or implied.

h-9

Please recycle with colored office grade paper



Land Use Planning Division

2004 Aerial Photo

Tax Lots

0 89 178 267 356 Feet

1"= 356 feet

N

1600 SE 190th Ave.
Portland, OR 97233
503.248.3043 Fax 503 248.3389
Email: land.use.planning@co.multnomah.or.us

This map is based on data from Metro
Multnomah County cannot accept responsibility for errors, ommisions or positional accuracy. There are no warrenties expressed or implied.

Please recycle with colored office grade paper

Plot date: Mar 9, 2006; h:\active cases\type i cases\t1-05-042\aerial.apr

Department of Community Services
MULTNOMAH COUNTY OREGON
Land Use and Transportation Program

1600 SE 190th Avenue
Portland, Oregon 97233-5910
(503) 988-5050

RECEIVED
05 AUG 24 AM 8:17
MULTNOMAH COUNTY
PLANNING SECTION

MEMORANDUM

TO: Adam Barber, Ed Abrahamson, Alison Winter, Pat Hinds and Alan Young

FROM: Kate Dreyfus, Transportation Planning Specialist KAD

DATE: August 22, 2005

SUBJECT: T1-05-042; 2N 2W 24D Tax Lot 2300; EP 2005102

The Transportation Division has reviewed the applicant's proposal to waive regulations prohibiting construction of a single-family dwelling on each lot. The subject property is adjacent to Sheltered Nook Road, which is a County road with a Local Access Road functional classification.

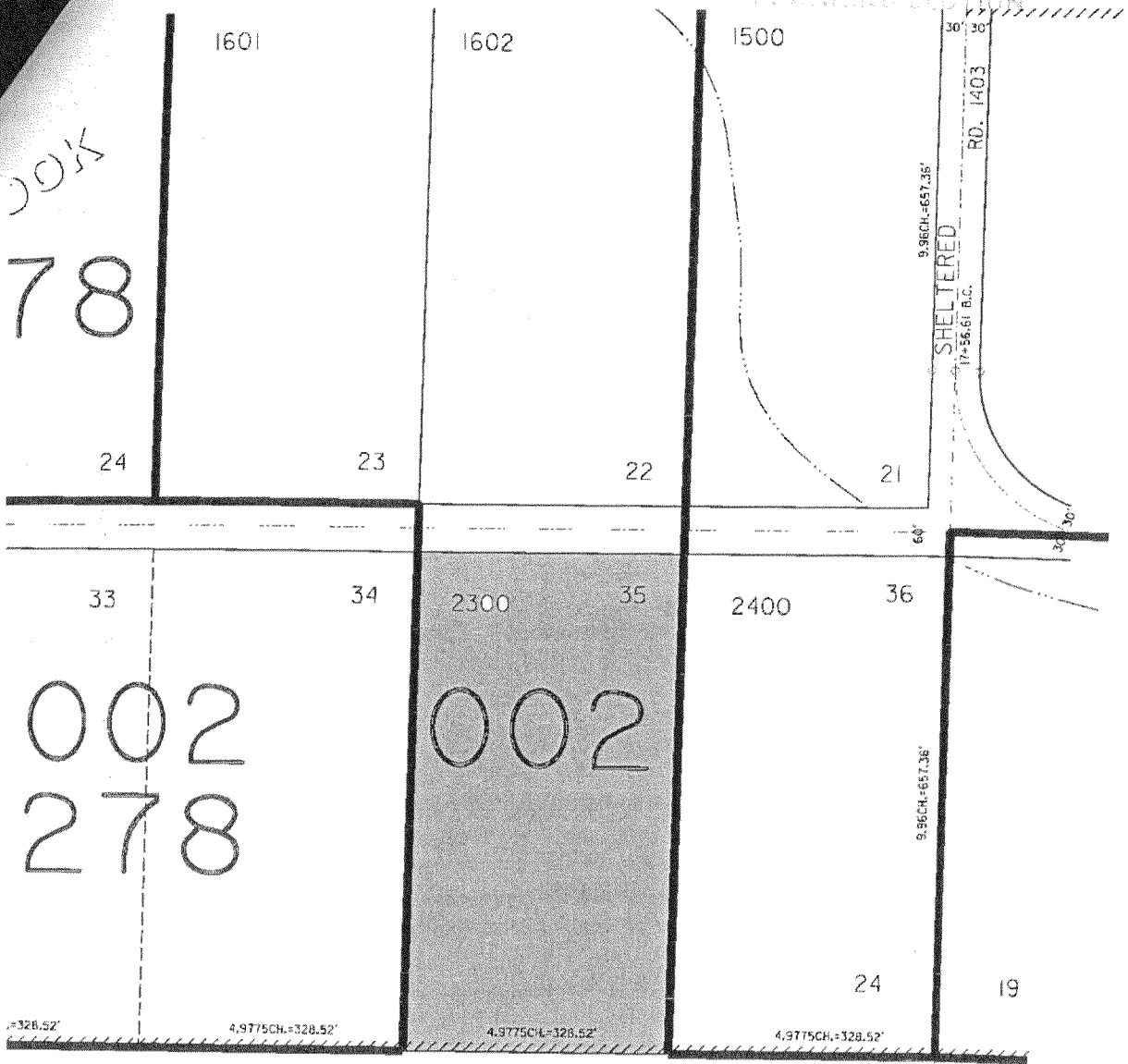
No conditions of approval are required at this time. However, on-site and/or off-site improvements and permits for access or construction within the County right of way may be required prior to the issuance of a building permit for any new residences on the site.

Also, any drainage discharge into the County right of way must be approved by a Multnomah County permit. Please contact Greg Kirby at (503) 988-5050 x29623 for further information concerning drainage discharge.

KDMP1129.MEM (TRANPCPD520)

B-5

RECEIVED
05 AUG 24 AM 8:17
COUNTY
ASSESSMENT SECTION



SEE CS 52737

NOTE:

RFPD WITHIN NORTHWEST FIRE PATROL 509

T.F.V. & R. = TUALATIN VALLEY FIRE & RESCUE

S.F.P. = SCAPPOOSE FIRE PATROL

2W 25

Division of Assessment and Taxation
MULTNOMAH COUNTY OREGON
Real Property Appraisal Section
501 SE Hawthorne Blvd, Suite 200
Portland, Oregon 97214
(503) 988-3367 phone
(503) 988-3356 fax

RECEIVED
2005 FEB 23 PM 3:05
COUNTY
PLANNING SECTION

October 14, 2005

Owner: Dilnik, Albert & Deane

Assessor's #: R269574, R269576

Size: 4.74Ac, 9.61Ac

Zone: CFU-2, sec

Topography: Gentle to moderate sloping

I have reviewed the appraisal prepared by Barry Wilson as well as the letter submitted by Kimberly Marcellus, realtor, on behalf of Albert & Deane Dilnik. The appraisal is for the entire ownership of Assessor's accounts R269574, R269575 and R269576. The land totals 20.10 acres and is valued as 1 building site per current zoning regulations. The estimated land value is stated to be $260,000 which does not include on site improvements. R269575 is improved with a low quality house built in 1933. The estimated value of $160,000 per lot offered by the realtor addresses only the 3 vacant pre-platted lots with the assumption that each lot has access and are buildable.

I was unable to locate any recent sales of small buildable parcels zoned CFU. I did however find 4 sales of vacant parcels zoned either RF or RR in NW Multnomah County. All sales had road access to the site, City water and no sewers. They ranged in size from 2.00 acres to 4.79 acres. Sales prices ranged from $240,000 to $480,000. Adjusted sales prices ranged from $187,000 to $362,000. Parcels zoned CFU of approximately 20 acres in size are selling for $172,000 to $216,000.

I would estimate the value of the 5 acre parcels if buildable to be $200,000 each. As developed as one 20 acre parcel to be $245,000.

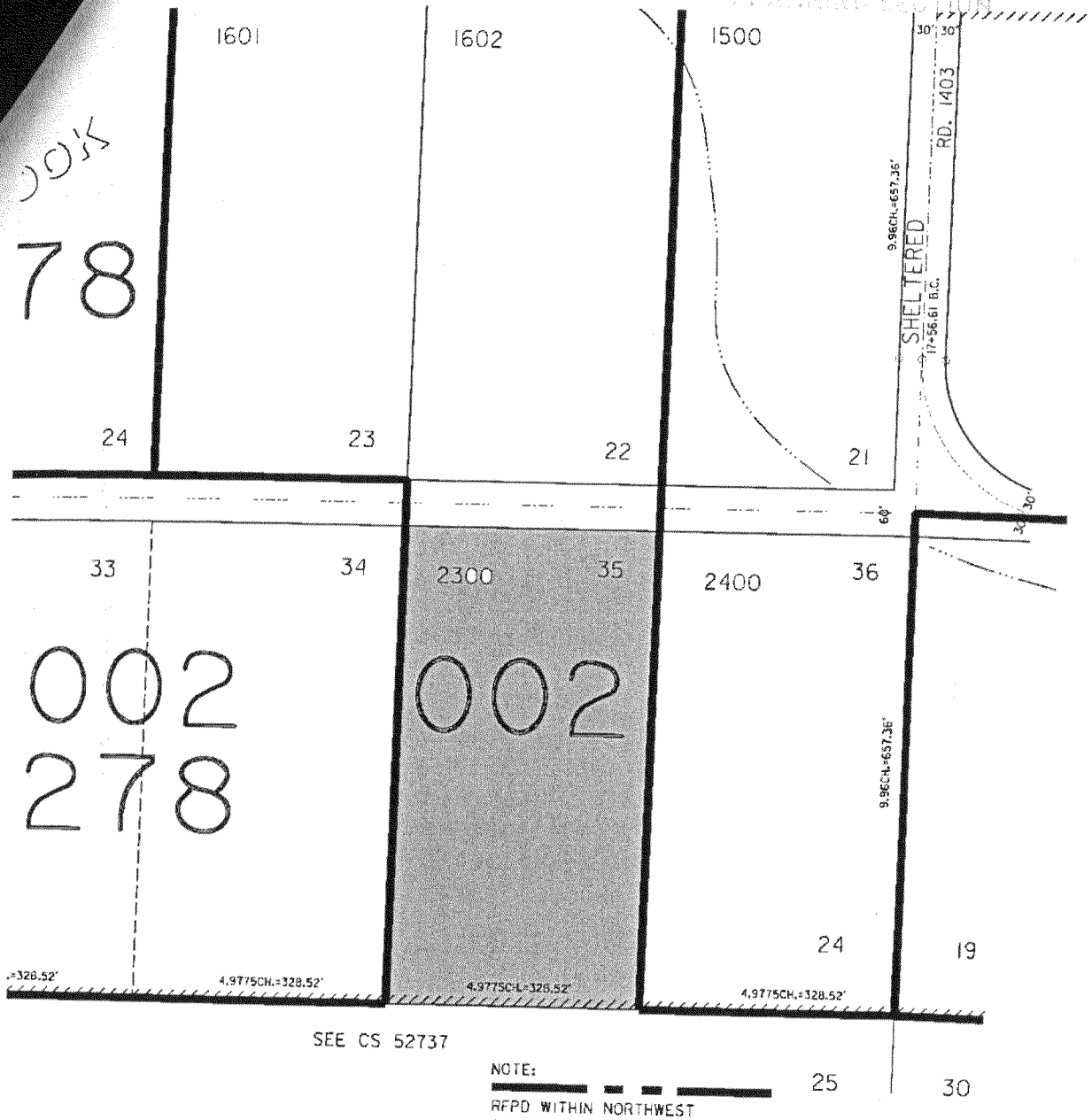
Respectfully,

Bob Alcantara
Senior Appraisal Supervisor

SAP#4745

B-6

RECEIVED
05 AUG 24 AM 8:17
COUNTY
SURVEY SECTION



BEFORE THE DEPARTMENT OF ADMINISTRATIVE SERVICES,
THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT OF
THE STATE OF OREGON

IN THE MATTER OF THE CLAIM FOR COMPENSATION UNDER ORS 197.352 (BALLOT MEASURE 37) OF Albert J. and Deane Dilnik, CLAIMANTS	))))	FINAL ORDER CLAIM NO. M118495

Claimants: Albert J. and Deane Dilnik (the Claimants)

Property: Township 2N, Range 2W, Section 19C, Tax lots 2300 and 2400; and Section 24D, Tax lot 1700, Multnomah County (the Property)

Claim: The demand for compensation and any supporting information received from the Claimants by the State of Oregon (the Claim).

Claimants submitted the Claim to the State of Oregon under ORS 197.352. Under OAR 125-145-0010 *et seq.*, the Department of Administrative Services (DAS) referred the Claim to the Department of Land Conservation and Development (DLCD) as the regulating entity. This order is based on the record herein, including the Findings and Conclusions set forth in the Final Staff Report and Recommendation of DLCD (the DLCD Report) attached to and by this reference incorporated into this order.

ORDER

The Claim is approved as to laws administered by DLCD and the Land Conservation and Development Commission (LCDC) for the reasons set forth in the DLCD Report, and subject to the following terms:

1. In lieu of compensation under ORS 197.352, the State of Oregon will not apply the following laws to Albert J. and Deane Dilnik's establishment of a single-family dwelling on each of three existing platted lots on their 20-acre property: applicable provisions of Statewide Planning Goal 4, ORS 215, and OAR 660 division 6. These land use regulations will not apply to Mr. and Ms. Dilnik's use of their property only to the extent necessary to allow them to use the property for the use described in this report, to the extent that use was permitted at the time they acquired the property on April 5, 1966.

2. The action by the State of Oregon provides the state's authorization to the claimants to use their property for the use described in this report, subject to the standards in effect on April 5, 1966.

3. To the extent that any law, order, deed, agreement or other legally enforceable public or private requirement provides that the property may not be used without a permit, license, or other form of authorization or consent, the order will not authorize the use of the property unless the claimants first obtain that permit, license or other form of authorization or consent. Such

requirements may include, but are not limited to: a building permit, a land use decision, a permit as defined in ORS 215.402 or ORS 227.160, other permits or authorizations from local, state or federal agencies, and restrictions on the use of the property imposed by private parties.

4. Any use of the property by the claimants under the terms of the order will remain subject to the following laws: (a) those laws not specified in Condition 1 above; (b) any laws enacted or enforced by a public entity other than the Commission or the department; and (c) those laws not subject to ORS 197.352 including, without limitation, those laws exempted under ORS 197.352(3).

5. Without limiting the generality of the foregoing terms and conditions, in order for the claimants to use the property, it may be necessary for them to obtain a decision under ORS 197.352 from a city and/or county and/or metropolitan service district that enforces land use regulations applicable to the property. Nothing in this order relieves the claimants from the necessity of obtaining a decision under ORS 197.352 from a local public entity that has jurisdiction to enforce a land use regulation applicable to a use of the property by the claimants.

This Order is entered by the Deputy Director of the DLCD as a final order of DLCD and the Land Conservation and Development Commission under ORS 197.352, OAR 660-002-0010(8), and OAR 125, division 145, and by the Deputy Administrator for the State Services Division of the DAS as a final order of DAS under ORS 197.352, OAR 125, division 145, and ORS 293.

FOR DLCD AND THE LAND CONSERVATION AND DEVELOPMENT COMMISSION:

George Naughton, Deputy Director
DLCD
Dated this 7th day of April, 2006.

FOR the DEPARTMENT OF ADMINISTRATIVE SERVICES:

Dugan Petty, Deputy Administrator
DAS, State Services Division
Dated this 7th day of April, 2006.

NOTICE OF RIGHT TO APPEAL OR OTHER JUDICIAL RELIEF

You are entitled, or may be entitled, to judicial remedies including the following:

1. Judicial review under ORS 183.484: Judicial review under ORS 183.484 may be obtained by filing a petition for review within 60 days from the service of this order. A petition for judicial review under ORS 183.484 may be filed in the Circuit Court for Marion County or the Circuit Court in the county in which you reside.

2. A cause of action under ORS 197.352 (Measure 37 (2004)): If a land use regulation continues to apply to the subject property more than 180 days after the present owner of the property has made written demand for compensation under ORS 197.352[1], the present owner of the property, or any interest therein, shall have a cause of action in the circuit court in which the real property is located.

(Copies of the documents that comprise the record are available for review at the Department's office at 635 Capitol Street NE, Suite 150, Salem, Oregon 97301-2540)

FOR INFORMATION ONLY

The Oregon Department of Justice has advised the Department of Land Conservation and Development that "[i]f the current owner of the real property conveys the property before the new use allowed by the public entity is established, then the entitlement to relief will be lost."

---

[1] By order of the Marion County Circuit Court, "all time lines under Measure 37 [were] suspended indefinitely" on October 25, 2005. This suspension was lifted on March 13, 2006 by the court. As a result, a period of 139 days (the number of days the time lines were suspended) has been added to the 180-day time period under ORS 197.352(6) for claims that were pending with the state on October 25, 2005.

BOGSTAD Deborah L

From: BOGSTAD Deborah L

Sent: Tuesday, April 18, 2006 9:28 AM

To: Diane Linn; Lisa Naito; Lonnie Roberts; Maria ROJO DE STEFFEY; Serena Cruz

Cc: DUFFY Sandra N; JOHNSON Cecilia; SCHILLING Karen C; Andy Smith; April FERNANDES; Carol WESSINGER; Chuck Martin; Darcy Miles; David MARTINEZ; Delma FARRELL; Gary Walker; Iris BELL; Judith Shiprack; Kathryn GORDON; Kristen WEST; Mary Carroll; Matt LIEUALLEN; Matthew LASHUA; Mike BEARD; Rob FUSSELL; Robert Walker; Tara BOWEN-BIGGS; Terri Naito; Thomas BRUNER

Subject: Department Request to Continue R-9 to a Date Certain

Per Karen Schilling:

Deb: Reads the agenda item – R-9.

R-9 PUBLIC HEARING to Consider and Possibly Act Upon a Measure 37 Claim Filed by Albert and Deane Dilnik Seeking a Waiver of Land Use Rules that Allow them to Transfer to a Third Party the Right to Construct Homes on Three Existing Lots that they Own. Presented by Adam Barber and Sandra Duffy. 30 MINUTES REQUESTED.

Commissioner Rojo:

I move that agenda item R-9 be continued for a public hearing to ***Thursday, May 18, 2006, at a time certain of approximately 9:35 a.m.*** *The Claimants have made a substantial change to their Ballot Measure 37 claim indicating that they do not intend to transfer their property and will develop the property themselves. The staff needs to reassess the application in that light. New notice will also be given those entitled to notice.*

Commissioner Naito or Roberts:

Seconds the motion

Chair Linn: Calls for a vote on the motion.

Deb Bogstad, Board Clerk
Multnomah County Commissioners
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214-3587
(503) 988-3277 phone
(503) 988-3013 fax
deborah.l.bogstad@co.multnomah.or.us
http://www.co.multnomah.or.us/cc/index.shtml

SCRIPT FOR THURSDAY, APRIL 20, 2006 BOARD MEETING

R-9 PUBLIC HEARING to Consider and Possibly Act Upon a Measure 37 Claim Filed by Albert and Deane Dilnik Seeking a Waiver of Land Use Rules that Allow them to Transfer to a Third Party the Right to Construct Homes on Three Existing Lots that they Own. Presented by Adam Barber and Sandra Duffy. 30 MINUTES REQUESTED.

PER KAREN SCHILLING:

COMMISSIONER ROJO MOVES: THAT AGENDA ITEM R-9 BE CONTINUED FOR A PUBLIC HEARING TO THURSDAY, MAY 18, 2006, AT A TIME CERTAIN OF APPROXIMATELY 9:35 AM. THE CLAIMANTS HAVE MADE A SUBSTANTIAL CHANGE TO THEIR BALLOT MEASURE 37 CLAIM INDICATING THAT THEY DO NOT INTEND TO TRANSFER THEIR PROPERTY AND WILL DEVELOP THE PROPERTY THEMSELVES. THE STAFF NEEDS TO REASSESS THE APPLICATION IN THAT LIGHT. NEW NOTICE WILL ALSO BE GIVEN TO THOSE ENTITLED TO NOTICE.

COMMISSIONER _____ SECONDS

ALL IN FAVOR, VOTE AYE, OPPOSED____?

THE MOTION FAILS
OR
THE PUBLIC HEARING IS CONTINUED TO 9:35 AM, THURSDAY, MAY 18, 2005

MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST

Board Clerk Use Only	
Meeting Date:	04/20/06
Agenda Item #:	R-10
Est. Start Time:	11:00 AM
Date Submitted:	03/15/06

BUDGET MODIFICATION: DCJ - 29

Agenda Title:	**Budget Modification DCJ-29 Appropriating $21,690 in State of Oregon Funds from Oregon Youth Authority to Provide Residential Sex Offender Treatment to a 17 Year Old Male Youth from Polk County [Continued from April 13, 2006]**

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

Date Requested:	April 20, 2006	**Time Requested:**	5 min
Department:	**Dept. of Community Justice**	**Division:**	Juvenile Services Division
Contact(s):	Shaun Coldwell		
Phone:	503-988-3961 **Ext.** 83961	**I/O Address:**	503/250
Presenter(s):	Wayne Scott and Thuy Vanderlinde		

General Information

1. **What action are you requesting from the Board?**

   The Department of Community Justice (DCJ) requests approval of a budget modification to appropriate $21,690 from the Oregon Youth Authority (OYA) in order to provide residential sex offender treatment to a high risk 17 year old male youth from Polk County.

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

   The Oregon Youth Authority provides a continuum of services to protect the public and reduce juvenile crime through programs and partnerships with local communities and counties. Services emphasize decisive intervention in delinquent behavior, sanctions for crimes committed by youth, restitution to victims, and effective and innovative rehabiliation programs for youth offenders. The Oregon Youth Authority is contracting with DCJ for secure residential services and intensive sex offender treatment for a youth from Polk County. The Oregon Youth Authority will pay DCJ the daily rate of $241 per day for a total of $21,690 for treatment of a 17 year old male youth. This youth has severe mental problems, Asperger's syndrome, has a family support system that is unable

to provide the needed supervision to him in order to protect the community, and he is lacking social skills. He has failed other community-based treatment. He is a high risk youth who has serious and severe charges of molesting younger children, abusing animals and has self harming behavior. Treatment will include culturally appropriate case management, sex offender treatment, psychosexual and psychiatric treatment , medication management, evaluations, needed social supports, and pro-social activities.

Juvenile Services Division Secure Sex Offender Treatment Program is located in program offer 50049.

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

   This budget modification includes revenue and expenditures covering the period March 16, 2006 through June 13, 2006.

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

   N/A

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

   N/A

ATTACHMENT A

Budget Modification

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

- What revenue is being changed and why?

  State revenue for Oregon Youth Authority increases by $21,690 for FY06.

- What budgets are increased/decreased?

  Juvenile Services Division SRTP increases by $19,952.

  Central Indirect increases by $128

  Dept Indirect increases by $907

  Finance Operations Cost increases by $431

  Human Resources Operations Cost increases by $272

- What do the changes accomplish?

  Professional Services increases by $5,000 to provide psychosexual and psychiatric evaluations, treatment and medication management.

  Supplies increase by $1,192 for direct client supplies and clothing.

  Food increases by $500 for snacks and special dietary items.

  Temporary and benefits increases by $13,260 to provide staff the ability to work with this high risk youth on an individualized basis.

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

  N/A

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

  This agreement with the Oregon Youth Authority provides for indirect costs, human resources operation costs and finance operation costs.

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

  The revenue is one time only. The funding expires June 13, 2006.

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

  March 16, 2006 through June 13, 2007.

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

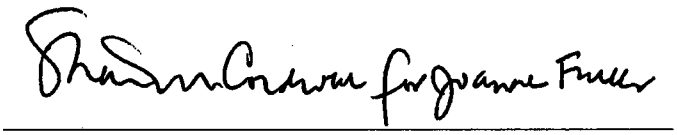
  The program will be discontinued when the funding expires.

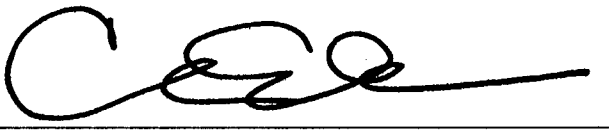
NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

ATTACHMENT B

BUDGET MODIFICATION: DCJ - 29

Required Signatures

Department/ Agency Director:  **Date:** 03/15/06

Budget Analyst:  **Date:** 03/16/06

Department HR: _____ **Date:** _____

Countywide HR: _____ **Date:** _____

Budget Modification ID: DCJ-29

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 2006

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	*Cost Center*	*WBS Element*						
1	50-50	32199	50			CJ043.OYA.SRTP	50180	-	(21,690)	(21,690)	(21,690)	Incr Revenue OYA
2	50-50	32199	50			CJ043.OYA.SRTP	60250		500	500		Incr food snacks & special diet items
3	50-50	32199	50			CJ043.OYA.SRTP	60240		1,192	1,192		Incr supplies & clothing
5	50-50	32199	50			CJ043.OYA.SRTP	60170		5,000	5,000		Incr Prof Svc Dr. Ely contract
6	50-50	32199	50			CJ043.OYA.SRTP	60100		11,400	11,400		Incr Temp
7	50-50	32199	50			CJ043.OYA.SRTP	60135		1,473	1,473		Incr. Sal Related
8	50-50	32199	50			CJ043.OYA.SRTP	60145		387	387		Incr Insurance
9											**19,952**	
8	50-50	32199	50			CJ043.OYA.SRTP	60350		128	128		Incr Central Indirect .65%
9	50-50	32199	50			CJ043.OYA.SRTP	60355		907	907		Incr Dept Indirect 4.59%
10	50-50	32199	50			CJ043.OYA.SRTP	60360		431	431		Incr Fin ops 6.43%
11	50-50	32199	50			CJ043.OYA.SRTP	60365		272	272		Incr HR Ops 2.05%
12									0		**1,738**	
13	19	1000	20		9500001000		50310		(128)	(128)		Incr Central Indirect Rev
14	19	1000	20		9500001000		60470		128	128		Incr. CGF Contingency exp
15									0		**0**	
16	50-00	1000	50		509600		50370		(907)	(907)		Incr. Dept indirect Rev
17	50-00	1000	50		509600		60170		907	907		Incr. Prof Svc
18									0		**0**	
19	72-80	3506	20		712006		50310		(272)	(272)		Incr. HR Rev
20	72-80	3506	20		712006		60240		272	272		Incr offsetting exp
21									0		**0**	
22	72-10	3506	20		711100		50310		(431)	(431)		Incr Fin Ops Revenue
23	72-10	3506	20		711100		60240		431	431		Incr offsetting exp
24									0		**0**	
25	72-10	3500	20		705210		50316		(387)	(387)		Insurance Revenue
26	72-10	3500	20		705210		60330		387	387		Offsetting Expenditure
											0	
										0	**0**	**Total - Page 1**
										0	**0**	**GRAND TOTAL**

Budget Modification ID: DCJ-29

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 2006

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	*Cost Center*	*WBS Element*						
									0			

MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST

Board Clerk Use Only	
Meeting Date:	04/20/06
Agenda Item #:	R-11
Est. Start Time:	11:05 AM
Date Submitted:	03/16/06

BUDGET MODIFICATION: -

Agenda Title:	**Intergovernmental Expenditure Agreement 0506100 with the Oregon Youth Authority, Providing Residential Sex Offender Treatment to a 17 Year Old Male Youth from Polk County [Continued from April 13, 2006]**

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

Date Requested:	April 20, 2006	**Time Requested:**	5 mins
Department:	**Dept. of Community Justice**	**Division:**	Juvenile Services Division
Contact(s):	Shaun Coldwell		
Phone:	503-988-3961 **Ext.** 83961	**I/O Address:**	503/250
Presenter(s):	Wayne Scott and Thuy Vanderlinde		

General Information

1. **What action are you requesting from the Board?**

   The Department of Community Justice (DCJ) requests approval of an intergovernmental agreement (#10386) with the Oregon Youth Authority (OYA) in order to provide residential sex offender treatment to a high risk 17 year old male youth from Polk County. This IGA is being put forward for approval in conjunction with budget modification DCJ-29.

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

   The Oregon Youth Authority provides a continuum of services to protect the public and reduce juvenile crime through programs and partnerships with local communities and counties. Services emphasize decisive intervention in delinquent behavior, sanctions for crimes committed by youth, restitution to victims, and effective and innovative rehabiliation programs for youth offenders. The Oregon Youth Authority is contracting with DCJ for secure residential services and intensive sex offender treatment for a youth from Polk County. This youth has severe mental problems, Asperger's syndrome, a family support system that is unable to provide the needed supervision to him in order

to protect the community, and he is lacking social skills. He has failed other community-based treatment. He is a high risk youth who has serious and severe charges of molesting younger children, abusing animals and has self harming behavior. Treatment will include culturally appropriate case management, sex offender treatment, psychosexual and psychiatric treatment , medication management, evaluations, needed social supports, and pro-social activities. This intergovernmental agreement governs the provision of services to this youth.

Juvenile Services Division Secure Sex Offender Treatment Program is located in program offer 50049.

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

   The Department of Community Justice will be reimbursed $21,690 to provide the services outlined in this agreement. (See Budget Modification DCJ-29).

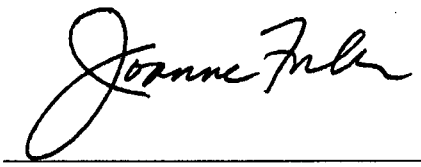
4. **Explain any legal and/or policy issues involved.**

   The County Attorney's office has reviewed and approved this IGA.

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

   N/A

Required Signatures

Department/ Agency Director:  **Date:** **03/16/06**

Budget Analyst: _____ **Date:** _____

Department HR: _____ **Date:** _____

Countywide HR: _____ **Date:** _____

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Oregon Youth Authority #10386 Contract #: 0506100

Pre-approved Contract Boilerplate (with County Attorney signature) ☐Attached ☐Not Attached Amendment #:

CLASS I Based on Informal/Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contracts (IGA)
☐ Personal Services Contract	☐ Personal Services Contract	☐ Expenditure Contract ☒ Revenue Contract ☐ Grant Contract ☐ Non-Financial Agreement
PCRB Contract ☐ Goods or Services ☐ Maintenance or Licensing Agreement ☐ Public Works/Construction Contract ☐ Architectural and Engineering Contract	PCRB Contract ☐ Goods or Services ☐ Maintenance or Licensing Agreement ☐ Public Works/Construction Contract ☐ Architectural and Engineering Contract	
☐ Revenue Contract ☐ Grant Contract ☐ Non-Financial Agreement	☐ Revenue Contract ☐ Grant Contract ☐ Non-Financial Agreement	☐ **Inter-Departmental Agreement (IDA)**

Department:	Community Justice	Division/Program:	Juvenile Justice	Date:	March 27, 2006
Originator:	David Koch	Phone:	X84171	Bldg/Rm:	311
Contact:	Deb Baucom	Phone:	X83202	Bldg/Rm:	167/210

Description of Contract: This revenue agreement pays County to provide secure residential services and intensive sex offender treatment to a youth under OYA's jurisdiction and authority. Service begins March 16th and runs through June 13, 2006 and is provided at the County's Juvenile Justice secure detention facility through DCJ's Secure Residential Treatment Program (SRTP).

RENEWAL: ☐ PREVIOUS CONTRACT NO.(S): EEO CERTIFICATION EXPIRES:

PROCUREMENT, EXEMPTION OR CITATION #: ISSUE DATE: EFFECTIVE DATE: END DATE:

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

Contractor	Oregon Youth Authority			Remittance address	
Address	530 Center Street, NE, Suite 200			*(If different)*	
City/State	Salem, OR			Payment Schedule / Terms:	
Zip Code	97301-3740			☐ Lump Sum $	☐ Due on Receipt
Phone	(503) 378-8261 (Robyn Cole – Program Admin)			☐ Monthly $	☐ Net 30
Employer ID# or SS#				☐ Other $	☐ Other
Contract Effect Date	03/16/06	Term Date	06/13/06	☐ Price Agreement (PA) or Requirements Funding Information:	
Amendment Effect Date		New Term Date			
Original Contract Amount	$21,690			Original PA/Requirements Amount	$
Total Amt of Previous Amendments	$			Total Amt of Previous Amendments	$
Amount of Amendment	$			Requirements Amount Amendment	$
Total Amount of Agreement	$21,690			Total Amount of PA/Requirements	$

REQUIRED SIGNATURES:

Department Manager _____ DATE April 5, 2006

Purchasing Manager _____ DATE _____

County Attorney Patrick Henry reviewed DATE March 24, 2006

County Chair _____ DATE _____

Sheriff _____ DATE _____

Contract Administration _____ DATE _____

COMMENTS:

From: ZIGLINSKI Susan
Sent: Monday, March 27, 2006 9:35 AM
To: BAUCOM Deb
Subject: FW: SRTP CONTRACT

-----Original Message-----
From: HENRY Patrick W
Sent: Tuesday, March 21, 2006 9:51 AM
To: ZIGLINSKI Susan
Subject: RE:

This contract has been reviewed and is approved for circulation for signature.

> -----Original Message-----
> **From:** ZIGLINSKI Susan
> **Sent:** Wednesday, March 15, 2006 9:21 AM
> **To:** HENRY Patrick W
> **Subject:**
>
> Patrick, Will you please review this contract. Thank you, sue z.

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Budget and Contracts Unit at (503) 373-7371.

STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
Secure Residential Treatment Program (JJIS #198433)
(Multnomah County Contract Number 0506100)

Oregon Youth Authority

Agreement # **10386**

This Agreement is between the State of Oregon, acting by and through its **OREGON YOUTH AUTHORITY**, hereafter called "**OYA**" or "**Agency**", and **MULTNOMAH COUNTY**, hereafter called "**County**".

Agency's **Contract Administrator** for this Agreement is: **Jan Buddress** Phone Number: **503-672-9569x238**
Address: 11200 SW Allen Blvd, Suite 200, Beaverton, OR 97005-4823

1. Effective Date and Duration. Upon execution by each of the parties hereto and approval as required by applicable law, this Agreement shall become effective as of **March 16, 2006**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Agency accepts County's completed performance or on **June 13, 2006**, whichever date occurs last. Agreement termination shall not extinguish or prejudice Agency's right to enforce this Agreement with respect to any default by County that has not been cured.

2. Statement of Work. County shall perform the work (the "Work" or "Service") as set forth in the Statement of Work, which includes the delivery schedule for such Work, and that is attached hereto as Exhibit A. County shall perform the Work in accordance with the terms and conditions of this Agreement.

3. Consideration
a. The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **$21,690.00**. Agency will not pay County any amount in excess of the not-to-exceed compensation of this Agreement for completing the Work, and will not pay for Work performed before the date this Agreement becomes effective or after the termination of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before County performs Work subject to the amendment.
b. Interim payments to County shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A.
c. Agency will pay only for completed Work that is accepted by Agency.

4. Documents. This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work). Exhibit A is attached hereto and incorporated herein by this reference.

5. Independent Contractor; Responsibility for Taxes and Withholding
a. County shall perform all Work as an independent contractor. The Agency reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, the Agency may not and will not control the means or manner of County's performance. County is responsible for determining the appropriate means and manner of performing the Work.
b. If County is currently performing work for the State of Oregon or the federal government, County by signature to this Agreement, represents and warrants that: County's Work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal agency for which County currently performs work would prohibit County's Work under this Agreement.
c. The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an "officer", "employee", or "agent" of the Agency, as those terms are used in ORS 30.265.
d. County shall be responsible for all federal or state taxes applicable to compensation or payments paid to County under this Agreement and, unless County is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover County's federal or state tax obligations. County is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to County under this Agreement, except as a self-employed individual.

6. Subcontracts, Successors, and Assignments

a. County may contract with a third person or entity (a "Subcontractor") for delivery of a particular Service or portion thereof (a "Subcontract") County may permit a Subcontractor to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. County shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Subcontract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Subcontractor's performance under the Subcontract, including but not limited to, all provisions of this Agreement that expressly require County to require Subcontractor's compliance with respect thereto. County shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to the Agency upon request.

b. County shall not assign, delegate or transfer its interest in this Agreement without prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Agency may deem necessary. No approval by the Agency of the assignment or transfer of interest shall be deemed to create any obligation of the Agency in addition to those set forth in the Agreement.

c. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, and permitted assigns.

7. No Third Party Beneficiaries. The Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of the Agency to assist and enable the Agency to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

8. Funds Available and Authorized; Payments. County shall not be compensated for Work performed under this Agreement by any other agency or department of the State of Oregon. Agency certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the Agency's current biennial appropriation or limitation. County understands and agrees that Agency's payment of amounts under this Agreement is contingent on Agency receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

9. Representations and Warranties. County represents and warrants to Agency as follows:

a. Organization and Authority. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligation hereunder.

b. Due Authorization. The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

c. Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

d. Accuracy of Information. The statements made in and the information provided in connection with any applications, requests or submissions to the State hereunder or in connection with any funding provided to County hereunder are true and accurate in all materials respects.

e. Services. The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in Exhibit A.

f. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

10. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, Agency will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to Agency a perpetual Worldwide, not-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 10.a(i) on the Agency's behalf, and (iii) sublicense to third parties the rights set forth in Section 10a(i).

b. If state or federal law requires that Agency or County grant to the United States a license to any intellectual property or if state or federal law requires that Agency or the United States own the intellectual property, then County shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or Agency. To the extent that Agency becomes the owner of any intellectual property created or delivered by County in connection with the Services, the Agency will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as Agency may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

11. Indemnity

a. The County agrees to be responsible for any damage or any third party liability which may arise from its activities associated with this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution Article XI, section 10, to the extent liability arising out of the negligence of the County. The County shall not be required to indemnify or defend the Agency for any liability arising out of the wrongful acts of employees or agents of the State.

b. The State of Oregon agrees to be responsible for any damage or any third party liability which may arise from its activities associated with this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260.through ORS 30.300, and the Oregon Constitution Article XI, Section 7, to the extent of liability arising out of the negligence of the Agency. The Agency will not be required to indemnify or defend the County for any liability arising out of wrongful acts of employees or agents of the County.

c. All employers, including County, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers Compensation coverage, unless such employers are exempt under ORS 656.126. County shall ensure that each of its Subcontractors complies with these requirements.

12. Default; Remedies; Termination.

a. Default by County. County shall be in default under this Agreement upon the occurrence of any of the following events:

(i) County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Individualized Services Referral form;

(ii) Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

(iii) County (i) applies for or consent to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing it inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and

appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

(iv) A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues un-dismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues un-stayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. Agency Default. Agency shall be in default under this Agreement upon the occurrence of any of the following events:

(i) Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

(ii) Any representation, warranty or statement made by Agency herein is untrue in any material respect when made.

c. Termination.

(i) County Termination.

(A)County may terminate this Agreement in its entirety or may terminate its obligation to provide services under this Agreement for its convenience, upon 90 days advance written notice to the Agency.

(B)Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

(C)Upon 45 days advance written notice to Agency, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(D)Immediately upon written notice to Agency, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that County no longer has the authority to meet its obligations under this Agreement.

(ii) Agency's Termination. Agency may terminate this Agreement in its entirety or may terminate its obligation to provide funds under any portion of this Agreement.

(A) Upon 90 days' advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the funds to County under this Agreement.

(B) Upon 45 days written notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of Agency's reasonable administrative discretion, to meet the payment obligations of Agency under this Agreement.

(C) Immediately upon written notice if state or federal laws, regulations, or guidelines are modified changed or interpreted in such a way that the Agency does not have the authority to provide funds for one or more Services or no longer has the authority to provide the funds from the funding source it had planned to use.

(D) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice.

(E) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to delver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular group of Services impacted by loss of necessary licensure or certification.

(F) Immediately upon written notice to County, if Agency determines that County or any of its subcontractors have endangered or are endangering the health or safety of a Client or others.

(d) Entire Agreement. Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay funds to County under this Agreement, whether or not Agency has paid to County all funds described in Exhibit A. Notwithstanding the foregoing, Agency shall make payments to reimburse County's for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency.

13. Limitation of Liabilities. EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 11, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY

SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. Records Maintenance; Access. County shall maintain, and require all subcontractors to maintain, all financial records relating to this Agreement or any subcontractor contract in accordance with generally accepted accounting principles. In addition, County shall maintain and require all subcontractors to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each subcontractor's performance. County acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of an audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

15. Compliance with Applicable Law. County shall comply and require all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Agency's performance under the Agreement is conditioned upon County's compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. County shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

16. Force Majeure. Neither Agency nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, and war which is beyond respectively, the Agency's or County's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

17. Survival. All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 1, 7, 8, 9, 10, 11, 12, 13, 14, 17, 20, 21, 22, 23, and 24.

18. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing, by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid, to County or Agency at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 18. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

19. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions

shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

20. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

21. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon of proper jurisdiction. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or fro the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

22. Integration and Waiver. This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

23. Criminal History Checks: The Agency has statutory authority to access criminal offender information on all persons providing services under this Agreement (ORS 420A.010 (11)).

24. Confidentiality of Information.

a. The use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's subcontractors and their employees and agents of any information concerning a recipient of Services provided under the applicable subcontracts, for any purpose not directly connected with the administration of the County's or subcontractor's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its subcontractors to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.

b. Agency shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

c. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

25. County-Client Relationship. The County will establish a system approved by Agency through which a youth and the youth's parents or guardian may present grievances about the operation of the County's service program. At the time arrangements are made for the County's services, the County will advise the youth and parents or guardian of the youth of the existence of this grievance system. The County shall notify the Agency of all unresolved grievances.

26. Program Records, Controls, Reports and Monitoring Procedures. The County agrees to maintain program records including statistical records, and to provide program records to the Agency at times and in the form prescribed by the Agency. The County agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this Agreement. The County also agrees that a program and facilities review (including meetings with youth, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by any or all of the following:

state personnel, federal personnel, and other persons authorized by the Agency. The County shall cooperate fully with such reviews.

27. Mandatory Reporting: As required by Oregon Law (ORS 419B.005 through ORS 419B.050), all OYA contractors must immediately inform either the local office of the Department of Human Services (DHS) or a law enforcement agency when they have reasonable cause to believe that any child with whom the County comes in contact has suffered abuse, or that any person with whom the County comes in contact has abused a child. Oregon Law recognizes child abuse to be: physical injury; neglect or maltreatment; sexual abuse and sexual exploitation; threat of harm; mental injury; child selling.

Reports must be made immediately upon awareness of the incident. Contractors are encouraged to contact the local DHS office if any questions arise as to whether an incident meets the definition of child abuse.

28. Amendments. No amendment, waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties and no such amendment, waiver, consent, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, waiver, consent, modification or change if made, shall be effective only in the specific instance and for the specific purpose given.

29. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

30. Construction. The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.

31. HIPAA Compliance. If the Services provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA) and County has declared itself a "covered entity" under HIPAA, County agrees to deliver the Services in compliance with HIPAA. Without limiting the generality of the foregoing, if the Services are covered by HIPAA, County shall comply and require all Subcontractors to comply with the following:

a. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, County, its agents, employees and Subcontractors shall protect individually identifiable health information obtained or maintained about Agency's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. The County shall ensure that any electronic communication from the County to an employee of the Agency which contains individually identifiable health information shall meet HIPAA security requirements. This Agreement may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.

b. Data Transactions Systems. Any electronic exchange of information on or after October 16, 2002, or on or after October 16, 2003, if County has received an extension from the United States Department of Health and Human Services, between County and Agency to carry out financial or administrative activities related to individually identifiable health care services will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). This Agreement may be amended to include additional terms and conditions related to data transactions.

c. Consultation. If County reasonably believes that the County's or the Agency's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult Agency's HIPAA Privacy Officer.

(Balance of page left intentionally blank)

COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT COUNTY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the COUNTY.

By:_____
Multnomah County Chair

Date:_____

By:_____
Joanne Fuller, Department Director

Date: March 27, 2006

Tax ID Number: 93-6002309

Mailing Address: 501 SE Hawthorne Blvd, Suite 250
Portland, OR 97214

Facsimile: (503) 988-3990

County Attorney Review:

By: Patrick Henry, Assistant County Attorney

Date: March 24, 2006

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds $75,000)

By: N/A Date:_____
Assistant Attorney General

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By:_____ Date: 3-27-06
Manager of Budget and Contracts

Mailing Address: 530 Center St. NE, Suite 200
Salem, Oregon 97301-3740

Facsimile: (503) 373-7921

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA #_____ DATE_____
DEBORAH L. BOGSTAD, BOARD CLERK

Reviewed by **OYA Contracts Specialist:**

By:_____ Date: 3/27/06

Client Services Special Procurement
OAR 125-247-0288(1)

EXHIBIT A
Intergovernmental Agreement

Agreement Number: 10386
County: Multnomah County

1. STATEMENT OF WORK:

1.1 County shall provide secure residential services and intensive sex offender treatment to JJIS #198433, hereinafter referred to as the youth. County shall provide the intensive sex offender treatment to youth in an intensive therapeutic environment where they youth can learn behaviors to not re-offend and prevent commitment to a Youth Correctional Facility. The services will include but not be limited to:

a. providing a psychosexual and psychiatric evaluation;
b. providing an initial and updated treatment plans;
c. providing other evaluations as needed; and
d. maintaining regular contact with the youth's supervising Probation/Parole Officer.

1.2 County shall provide documentation of the services provided through written reports outlining the assessments conducted for psychosexual, psychiatric or other evaluations. The County shall also provide written treatment plans; progress reports; case reviews; a discharge summary with recommendations regarding further treatment needs; and any other documentation requested by Agency (counseling notes, BRS notes, incident reports, etc). Documentation shall be sent to the youth's assigned parole/probation officer. The County shall also provide the Agency with verbal updates as requested by the Agency or as deemed appropriate by the County.

1.3 The County shall provide services at the County's facility or any other location mutually agreed upon between the County and the Agency. Schedule for delivery of services shall be mutually agreed upon between the County and the Agency.

1.4 County is solely responsible for furnishing all necessary supplies, materials, clothing, equipment and services, transportation, and anything required or appropriate to provide the services specified in this Agreement.

1.5 Should a change in the Agency's Contract Administrator as stated on page 1 of the Agreement become necessary, Agency will notify County of such change. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

1.6 County shall not, under any circumstance, administer or allow to be administered by any other person, a plethysmograph assessment, Abel assessment for sexual interest, aversive therapies or other alternative therapies on any youth offender referred under this contract, unless approved in writing through the OYA administrative process on an individual case-by-case basis.

2. CONSIDERATION:

2.1 As consideration for the services provided by the County under this Agreement, the Agency, subject to the provision of ORS 293.462 (payment of overdue account charges) and the terms and conditions of this Agreement, will pay to the County an amount not to exceed $21,690.00 at the rate of $241.00 per day. County agrees that Agency will bill OMAP for the BRS Federal match.

2.2 The County agrees that the rates charged to the Agency for services to youth under this Contract shall not exceed rates for comparable services to youth not covered by this Contract.

2.3 It is agreed that any payment or reimbursement received by the County from a parent, or guardian, or any other personal entitlement received on behalf of any youth served under this Contract shall be promptly remitted by the County to the Agency.

2.4 The County will not impose or demand any fees from any person or agency (other than the Agency) for services provided and paid for under this Contract, unless these fees have been approved in advance in writing by the Agency.

3. PAYMENT:

3.1 County shall not submit invoices for, and Agency will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before County performs Work subject to the amendment. County shall notify Agency's Contract Administrator in writing thirty (30) calendar days before this Contract expires of the upcoming expiration of the Contract. No payment will be made for any Work performed before the beginning date or after the expiration date of this Contract, as it may be amended from time to time in accordance with its terms.

3.2 County will receive monthly, the Agency's Invoice Estimate, which describes work performed during the previous month and estimates payment for that work. The Invoice Estimates shall be verified by the County and submitted to the Agency in accordance with the address on the invoice. If County has not received an Invoice Estimate for services provided in the previous month, County shall contact the Contract Administrator for this Contract. County shall work with OYA employees identified on the Invoice Estimate as primary worker for a youth to resolve any discrepancies regarding the invoice. Payment of any amount under this Contract shall not constitute approval of the Work.

3.3 If payments to County by the Agency under this Contract, or under any other contract between the County and the Agency, are made in error or are found by the Agency to be excessive under the terms of this Contract or the other contract, the Agency, after giving written notification to the County, may withhold payments due to County under this Contract in such amounts, and over such periods of time, as are deemed necessary by the Agency to recover the amount of the overpayment. This subsection 3.3 shall survive expiration or earlier termination of this Contract and be fully enforceable thereafter.

3.4 County must submit its final invoice to the Agency no later than sixty (60) days after the expiration date of this Contract. The Agency shall be under no obligation to pay for services not billed within sixty (60) days after the expiration date of this Contract.

3.5 In addition to audit provisions elsewhere in this Contract, the Agency reserves the right to periodically audit and review the actual expenses of the County for the following purposes:

1) To document the relation between the established payments under this Contract and the amounts spent by the County.
2) To document that the amounts spent by the County are reasonable and necessary to assure quality service.
3) To assure that the County's expenses are allowable in accordance with Federal OMB Circulars A-87 or A-122 on Allowable Costs. In the event a periodic audit and review by the Agency shows that the County's expenses are not allowable under Federal OMB Circulars A-87 or A-122 on Allowable Costs in any material respect, Agency may terminate this Contract.

3.6 In addition to any other rights accorded to the Agency under this Contract, if the County fails to comply with the provisions of subsections 2.2, 2.3, 2.4 and 3.5 above, the Agency may terminate this Contract pursuant to Section 13 e.(2)(C) and invoke the remedies available to it and/or may exercise its rights under subsection 3.3 of this Exhibit A.

3.7 It is agreed that the amount paid under this Contract may be changed by the Agency as a result of Legislative action. The Agency shall provide the County with written notice of any such change. Notwithstanding the order of precedence listed in Section 4 of this Contract, this Subsection 3.7 of this Exhibit A takes precedence over all other provisions of this Contract including all Exhibits.

4. AMENDMENT

This Agreement may be amended one or more times by mutual agreement of the parties for time, money, terms, conditions, and/or services. Any such amendment is not effective until approved by all parties and all necessary legal approvals have been obtained from the Department of Justice.

5. MEDIA DISCLOSURE

The County shall not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the Agency office which referred the youth or family. The County will make immediate contact with the Agency's office when media contact occurs. The Agency's office will assist the County with an appropriate follow-up response for the media.

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