

ANNOTATED MINUTES

Thursday, April 4, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:39 a.m., with Commissioners Sharron Kelley and Gary Hansen present, Commissioner Tanya Collier excused, and Vice-Chair Dan Saltzman arriving at 9:40 a.m.

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER HANSEN,
CONSENT CALENDAR ITEMS C-1 THROUGH C-5
AND C-7 THROUGH C-10) WERE UNANIMOUSLY
APPROVED.**

NON-DEPARTMENTAL

- C-1 Appointments of Jane Tomkin, Vicki Sands and Richard Blatt to the
EMERGENCY MEDICAL SERVICES MEDICAL ADVISORY
BOARD

SHERIFF'S OFFICE

- C-2 Intergovernmental Agreement 800027 with Metro, to Provide a
Supervised Inmate Work Crew to Perform General Labor Such as Ground
Maintenance, Yard and Nursery Work, Light Carpentry, Painting, Et
Cetera
- C-3 Intergovernmental Agreement 800726 with the U.S. National Forest
Service, to Enforce Federal/State Laws and Regulations within Specific
Sections of the Columbia Gorge Ranger District and the Columbia River
Gorge National Scenic Area

DEPARTMENT OF JUVENILE JUSTICE SERVICES

- C-4 Intergovernmental Revenue Agreement 700256 with Portland School
District No. 1, Providing Funding for a Juvenile Court Counselor Position

to Work On-Site Assisting Court Involved Students in the Project PAX Program

- C-5 Budget Modification DJJS 7 Adding \$31,474 Portland School District, Funding for a Juvenile Court Counselor Position to Work On-Site Assisting Court Involved Students in the Project PAX Program

DEPARTMENT OF COMMUNITY CORRECTIONS

- C-7 Amendment 1 to Intergovernmental Revenue Agreement 900026/97 with the City of Portland, Providing Funds for Trained Crew Leaders and Alternative Community Service Crews to Work in Areas Maintained by the Bureau of Parks and Recreation

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-8 ORDER Authorizing Execution of Contract 15810 for the Sale of Certain Tax Acquired Real Property to Mike Fahey and Denny Reynolds

ORDER 96-56.

- C-9 ORDER Authorizing Execution of Deed D961295 Upon Complete Performance of a Contract to Stephen A. Houze and Susan M. Svetky

ORDER 96-57.

- C-10 ORDER Authorizing Execution of Deed D961298 Upon Complete Performance of a Contract to Kenneth L. Jessie

ORDER 96-58.

REGULAR AGENDA

DEPARTMENT OF AGING SERVICES

- C-6 Intergovernmental Agreement 400236 with the City of Portland, Bureau of Neighborhood Associations, Portland/Multnomah Commission on Aging, Providing Funds for General Advocacy Services on Behalf of Elders Living in Multnomah County and Its Cities

***AT THE REQUEST OF CHAIR STEIN AND UPON
MOTION OF COMMISSIONER KELLEY, SECONDED***

BY COMMISSIONER HANSEN, C-6 WAS UNANIMOUSLY POSTPONED INDEFINITELY.

CHAIR STEIN INFORMED BOARD AND AUDIENCE OF THE REARRANGED ORDER FOR TODAY'S AGENDA.

Vice-Chair Dan Saltzman arrived at 9:40 a.m.

NON-DEPARTMENTAL

R-2 PROCLAMATION Proclaiming April, 1996, EARTHQUAKE PREPAREDNESS MONTH in Multnomah County

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. MIKE GILSDORF EXPLANATION. PROCLAMATION READ. COMMISSIONER KELLEY ACKNOWLEDGED AND EXPRESSED APPRECIATION FOR THE LONG HOURS MR. GILSDORF EXPENDED DUE TO THE RECENT FLOOD SITUATION. PROCLAMATION 96-59 UNANIMOUSLY APPROVED.

DEPARTMENT OF SUPPORT SERVICES

R-3 Ratification of Memorandum of Agreement Between Multnomah County, Multnomah County Sheriff, and AFSCME Local 88 Concerning the Transition of Certain Duties Performed by Civil Deputies

COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-3. SHERIFF DAN NOELLE EXPLANATION AND COMMENTS IN SUPPORT. AGREEMENT UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

R-10 Budget Modification MCSO 10 Transferring \$67,129 from General Fund Contingency to Fund Operation of the Gresham Temporary Holding Facility

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL

OF R-10. SHERIFF NOELLE EXPLANATION AND COMMENTS IN SUPPORT. GRESHAM POLICE CHIEF ART KNORI, TROUTDALE MAYOR PAUL THALHOFER, TROUTDALE COUNCILOR KAREN BURGER-KIMBER AND TROUTDALE POLICE SERGEANT PAT NEWTON TESTIMONY IN SUPPORT. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-7 CS 5-95 **DECISION** Following March 26, 1996 De Novo Hearing Regarding Appeal of Hearings Officer Decision APPROVING, With Conditions, Community Service Use to Construct New Facilities at the RIVERDALE SCHOOL, 11733 SW BREYMAN AVENUE, PORTLAND

CHAIR STEIN AND PLANNER BARRY MANNING PRESENTATION. APPLICANT'S ATTORNEY STEVE ABEL EXPLANATION AND TESTIMONY IN SUPPORT OF RECONFIGURED PROPOSAL PLAN AND REQUEST FOR EXCEPTION TO PARKING STANDARDS, AND RESPONSE TO BOARD QUESTIONS. KATHI NOLES TESTIMONY IN OPPOSITION TO VARIANCE APPROVAL DUE TO SAFETY HAZARDS DOCUMENTED IN A TRAFFIC STUDY COMMISSIONED BY THE SCHOOL DISTRICT, REPORTS BY COUNTY STAFF AND EXTENSIVE PUBLIC TESTIMONY AT THE PLANNING COMMISSION HEARING. MS. NOLES EXPRESSED CONCERN WITH LACK OF PUBLIC INPUT IN THE DESIGN REVIEW PROCESS AND WITH THE SCHOOL DISTRICT'S HISTORY OF NOT COMPLYING WITH CONDITIONS IMPOSED IN 1991, AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. COUNSEL SANDRA DUFFY, CHAIR STEIN AND MR. ABEL EXPLANATION IN RESPONSE TO QUESTIONS OF BOARD AND MS. NOLES. AT THE REQUEST OF COMMISSIONER SALTZMAN, SHERIFF NOELLE TO BE ASKED IF ADDITIONAL PARKING PATROL COULD BE PROVIDED DURING THE MORNING AND AFTERNOON HOURS. IN RESPONSE TO A SUGGESTION OF COMMISSIONER KELLEY, MR.

ABEL ADVISED THE SCHOOL WILL PROVIDE NOTIFICATION OF THE APPROPRIATE PARKING AREAS. MR. ABEL PRESENTED A PLAN SHOWING WHAT WOULD HAPPEN IF THE BOARD REVOKED THE PARKING VARIANCE, IN WHICH THE EXISTING TENNIS COURTS WOULD HAVE TO BE REMOVED IN ORDER TO ACCOMMODATE 68 PARKING SPACES. AT THE REQUEST OF CHAIR STEIN, MS. DUFFY FRAMED THE APPROPRIATE MOTION TO REVISE THE HEARINGS OFFICER DECISION. COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, TO APPROVE THE HEARINGS OFFICER DECISION, MODIFYING CONDITION 4 AS FOLLOWS: "THE APPLICANT SHALL DEVELOP AND SUBMIT A PARKING AND CIRCULATION PLAN THAT COMPLIES WITH COUNTY CODE AND REDUCES HAZARDOUS CONDITIONS CAUSED BY VEHICULAR/PEDESTRIAN CONFLICTS, AS PART OF THE DESIGN REVIEW PROCESS. THE APPLICANTS SHALL BE GRANTED A 30% EXCEPTION TO THE PARKING STANDARDS OF MCC 11.15.6142 SUBJECT TO THE FOLLOWING CONDITIONS: (1) PARKING SHALL BE AS SHOWN ON TENTATIVE PLAN, OR AS MODIFIED BY COUNTY STAFF IN DESIGN REVIEW. A MINIMUM OF 48 SPACES SHALL BE PROVIDED ON-SITE. (2) ON-SITE PARKING ON BREYMAN ADJACENT TO PLAY FIELDS SHALL BE PAVED AND IMPROVED TO COUNTY TRANSPORTATION DIVISION STANDARDS. AT THE DISCRETION OF THE COUNTY ENGINEER, THE REQUIREMENT FOR PAVING MAY BE MODIFIED AS DETERMINED APPROPRIATE DURING DESIGN REVIEW. (3) RECONFIGURE THE INTERSECTION OF MILITARY AT BREYMAN TO CREATE A SCHOOL BUS "PULL-OUT" AND ASSOCIATED STREET AND PEDESTRIAN IMPROVEMENTS. (4) ALL REQUIRED IMPROVEMENTS ARE THE RESPONSIBILITY OF THE RIVERDALE SCHOOL DISTRICT AND SUBJECT TO THE APPROVAL OF THE COUNTY. THE COUNTY MAY MODIFY THESE REQUIREMENTS OR THE PLAN AS NECESSARY TO DECREASE HAZARDOUS CONDITIONS DURING

THE DESIGN REVIEW PROCESS. (5) THE SCHOOL SHALL NOTIFY NEIGHBORS AND PARENTS OF PARKING AND DROP OFF AREAS." MS. DUFFY RESPONSE TO QUESTION OF COMMISSIONER SALTZMAN REGARDING ABILITY OF STAFF TO RESPOND TO COMPLIANCE COMPLAINTS AND REVOCATION IF PARKING ENDS UP BEING A PROBLEM. HEARINGS OFFICER DECISION UNANIMOUSLY APPROVED, AS MODIFIED.

R-8

First Reading of an ORDINANCE Amending Multnomah County Animal Control Code 8.10.005 et. seq.

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF FIRST READING. DAVE FLAGLER ACKNOWLEDGED THE ASSISTANCE OF COMMISSIONER COLLIER AND HER STAFF, COUNSEL MATT RYAN AND THE ANIMAL CONTROL ADVISORY COMMITTEE IN PREPARING THE ORDINANCE REVISION. MR. FLAGLER, EXPLANATION AND RESPONSE TO BOARD QUESTIONS. KAREN BURGER-KIMBER AND RICH GOHEEN TESTIMONY IN SUPPORT. LUCINDA ROBERTI TESTIMONY IN OPPOSITION TO DOG LICENSE FEES FOR SENIOR CITIZENS. MR. FLAGLER EXPLANATION TO BOARD QUESTIONS IN RESPONSE TO CONCERNS RAISED BY MRS. ROBERTI. MR. FLAGLER TO EXPLAIN THE CITATION APPEAL PROCESS TO MRS. ROBERTI. FIRST READING UNANIMOUSLY APPROVED. SECOND READING THURSDAY, APRIL 11, 1996.

PUBLIC COMMENT

R-1

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

SHERRY DAHLEN AND CHRIS HILLMER COMMENTED AND PRESENTED WRITTEN TESTIMONY URGING RELOCATION OF THE PAROLE OFFICE IN ST. JOHNS. CHAIR STEIN UPDATED THE BOARD REGARDING THE ST.

JOHNS COMMUNITY MEETING RECENTLY HELD TO FORMULATE A GOOD NEIGHBOR POLICY, ADVISING AN INFORMATIONAL HANDOUT WILL BE DELIVERED TO ALL THE NEIGHBORS AROUND THE ST. JOHNS OFFICE. CHAIR STEIN ADVISED THAT TREES AND BUSHES HAVE BEEN PLANTED AND THE PARKING LOT COMPLETED, AND THAT YESTERDAY SHE VISITED THE OFFICE AND SPOKE WITH STAFF AND THEY ARE VERY EXCITED ABOUT BEING THERE AND WORKING WITH THE COMMUNITY. CHAIR STEIN ADDED THAT A NUMBER OF COMMUNITY RESIDENTS CAME BY WITH COOKIES TO SHOW THEIR SUPPORT AND WELCOME STAFF TO NEIGHBORHOOD.

DEPARTMENT OF SUPPORT SERVICES

- R-4 Supplemental Budget Consisting of Budget Modification DSS 2, Which Recognizes \$46,800 Additional Reimbursement from the State Fire Marshal's Office for Hazardous Materials Spill Responses

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-4. MIKE GILSDORF EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-5 First Reading of an ORDINANCE Amending MCC Chapter 5.40 (Car Rental Tax) in Order to Clarify the Responsibilities of Commercial Enterprises for Collecting and Remitting this Tax, and to Strengthen and Clarify the County's Ability to Administer it

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF FIRST READING. HARRY MORTON EXPLANATION. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING THURSDAY, APRIL 11, 1996.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-6

RESOLUTION Certifying an Estimate of Expenditures for the Fiscal Year 1996-97 Property Tax Program in Accordance with House Bill 2338

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. JANICE DRUIAN EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. CHAIR STEIN ADVISED SPECIFIC ISSUES CAN BE DISCUSSED MORE FULLY DURING THE BUDGET PROCESS. MS. DRUIAN RESPONDED TO QUESTION OF COMMISSIONER SALTZMAN REGARDING LACK OF QUALIFIED BOARD OF EQUALIZATION MEMBERS. AT THE REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE SUBSTITUTION OF REPLACEMENT EXHIBITS WAS UNANIMOUSLY APPROVED. RESOLUTION 96-60 UNANIMOUSLY APPROVED, AS AMENDED.

DEPARTMENT OF LIBRARY SERVICES

R-9

Budget Modification DLS 5 Transferring \$24,400 from Library Books and Materials to Automation Services to Purchase an On-Line Serials Database to Provide Indexing, Abstracting and Full Text Magazine Articles

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-9. BECKY COBB EXPLANATION AND RESPONSE TO BOARD QUESTIONS. MS. COBB TO REPORT TO COMMISSIONER SALTZMAN WHETHER PLAYBOY IS PART OF THE ON-LINE SERIAL DATABASE. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

R-11

ORDER Exempting from the Competitive Bid Process for Contracting with a Construction Manager/General Contractor (CM/GC) for the Inverness Jail Complex Expansion Construction and Remodeling Project

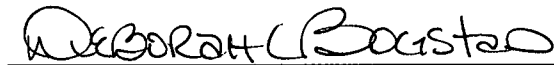
**COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL
OF R-11. DAVE BOYER EXPLANATION. ORDER 96-
61 UNANIMOUSLY APPROVED.**

(Adjourn as the Public Contract Review Board and reconvene as the
Board of County Commissioners)

There being no further business, the meeting was adjourned at 11:03

a.m.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON

A handwritten signature in cursive script, appearing to read "Deborah L. Bogstad", written over a horizontal line.

Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 SW FIFTH AVENUE
PORTLAND, OREGON 97204
CLERK'S OFFICE • 248-3277 • 248-5222
FAX • (503) 248-5262

BOARD OF COUNTY COMMISSIONERS		
BEVERLY STEIN	CHAIR	•248-3308
DAN SALTZMAN	DISTRICT 1	• 248-5220
GARY HANSEN	DISTRICT 2	•248-5219
TANYA COLLIER	DISTRICT 3	•248-5217
SHARRON KELLEY	DISTRICT 4	•248-5213

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

APRIL 1, 1996 - APRIL 5, 1996

Thursday, April 4, 1996 - 9:30 AM - Regular Meeting.....Page 2

*Thursday Meetings of the Multnomah County Board of Commissioners
are *cablecast* live and taped and can be seen by Cable subscribers in Multnomah
County at the following times:*

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

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

*INDIVIDUALS WITH DISABILITIES MAY CALL THE OFFICE OF THE BOARD
CLERK AT 248-3277 OR 248-5222, OR MULTNOMAH COUNTY TDD PHONE 248-
5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.*

AN EQUAL OPPORTUNITY EMPLOYER

Thursday, April 4, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 *Appointments of Jane Tomkin, Vicki Sands and Richard Blatt to the
EMERGENCY MEDICAL SERVICES MEDICAL ADVISORY BOARD*

SHERIFF'S OFFICE

- C-2 *Intergovernmental Agreement 800027 with Metro, to Provide a
Supervised Inmate Work Crew to Perform General Labor Such as
Ground Maintenance, Yard and Nursery Work, Light Carpentry,
Painting, Et Cetera*
- C-3 *Intergovernmental Agreement 800726 with the U.S. National Forest
Service, to Enforce Federal/State Laws and Regulations within Specific
Sections of the Columbia Gorge Ranger District and the Columbia River
Gorge National Scenic Area*

DEPARTMENT OF JUVENILE JUSTICE SERVICES

- C-4 *Intergovernmental Revenue Agreement 700256 with Portland School
District No. 1, Providing Funding for a Juvenile Court Counselor
Position to Work On-Site Assisting Court Involved Students in the Project
PAX Program*
- C-5 *Budget Modification DJJS 7 Adding \$31,474 Portland School District,
Funding for a Juvenile Court Counselor Position to Work On-Site
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- C-8 *ORDER Authorizing Execution of Contract 15810 for the Sale of Certain Tax Acquired Real Property to Mike Fahey and Denny Reynolds*
- C-9 *ORDER Authorizing Execution of Deed D961295 Upon Complete Performance of a Contract to Stephen A. Houze and Susan M. Svetky*
- C-10 *ORDER Authorizing Execution of Deed D961298 Upon Complete Performance of a Contract to Kenneth L. Jessie*

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

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- R-2 *PROCLAMATION Proclaiming April, 1996, EARTHQUAKE PREPAREDNESS MONTH in Multnomah County*

DEPARTMENT OF SUPPORT SERVICES

- R-3 *Ratification of Memorandum of Agreement Between Multnomah County, Multnomah County Sheriff, and AFSCME Local 88 Concerning the Transition of Certain Duties Performed by Civil Deputies*
- R-4 *Supplemental Budget Consisting of Budget Modification DSS 2, Which Recognizes \$46,800 Additional Reimbursement from the State Fire Marshal's Office for Hazardous Materials Spill Responses*
- R-5 *First Reading of an ORDINANCE Amending MCC Chapter 5.40 (Car Rental Tax) in Order to Clarify the Responsibilities of Commercial*

Enterprises for Collecting and Remitting this Tax, and to Strengthen and Clarify the County's Ability to Administer it

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SHERIFF'S OFFICE

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PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

- R-11 *ORDER Exempting from the Competitive Bid Process for Contracting with a Construction Manager/General Contractor (CM/GC) for the Inverness Jail Complex Expansion Construction and Remodeling Project*

(Adjourn as the Public Contract Review Board and reconvene as the Board of County Commissioners)

TANYA COLLIER
Multnomah County Commissioner
District 3



1120 SW Fifth St., Suite 1500
Portland, OR 97204
(503) 248-5217

MEMORANDUM

TO: Office of the Board Clerk
Board of County Commissioners

FROM: Michele Fuchs, Commissioner Collier's Office

DATE: April 3, 1996

SUBJECT: Absence from April 4, 1996 BCC Meeting

Commissioner Collier will be absent from the April 4th meeting due to illness.

BOARD OF
COUNTY COMMISSIONERS
96 APR - 3 PM 5:36
MULTNOMAH COUNTY
OREGON

MEETING DATE: APR - 4 1996

AGENDA # : C-1

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments to Citizen Advisory Boards & Commissions

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 4/4/96

AMOUNT OF TIME NEEDED: Consent Agenda

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [XX] APPROVAL

SUGGESTED AGENDA TITLE:

Appointments to EMS Medical Advisory Board for 3-year terms ending 4/1/99:

Jane Tomkins, MD
Vicki Sands, MD
Richard Blatt, EMT-P

Medical Society of Metropolitan Portland
American College of Emergency Physicians
Transporting Paramedic

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)

DEPARTMENT

MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
MAR 20 PM 1:38

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES



INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Chair to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list.)

Multnomah County Medical Advisory Board

B. Name JANE TOMPKIN

Address 311 SW COLLINS

City Portland State OR Zip Code 97219

Do you live in _____ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone 245-1093

C. Current Employer Portland Adventist Medical Center

Address _____

City Portland State OR Zip Code _____

Your Job Title Emergency Physician

Work Phone 251-6168 (Ext) _____

Is your place of employment located in Multnomah County? Yes ☒ No _____

D. Previous Employers _____ Dates _____ Job Title _____

OHSU 12/27 EMERG / Physician

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
UNIV OF COLORADO	1973-1978	
UNIV. OF COLO HEALTH SCIENCES CENTER		

G. Please list the name, address, and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

DAVE PERI MD	239-4389
LINDA JOHNSON MD	251-6355

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

NONE

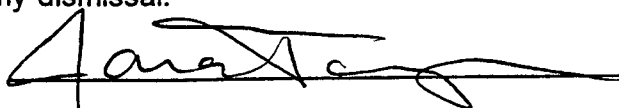
I. Affirmative Action Information

F / CAUCASIAN
sex/racial ethnic background

Birth date: Month 11 Day 04 Year 95

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature



Date

12/27/95

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

Medical Advisory Board

B. Name: Vicki Sanders

Address: 2126 SE 30th Ave

City/State/Zip: Portland OR 97214

Home Phone: 235-9906

C. Current Employer: Kaiser Permanente

Address: 700 SW N. Main St

City/State/Zip: Portland OR 97217

Work Phone/Extension: 235-9321 x4124

Occupation: Physician

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: M / F

Racial/

Ethnic Background: African-American Asian ☒ Caucasian

Hispanic Native American Other

Date of Birth: Month 8 Date 19 Year 65

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare
Art
Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement
Economic Development/Trade
Environment/Natural Resources
Food Services

Handicapped/Disabled Issues
Health Care
Housing
Juvenile Justice Issues
Labor/Labor Relations
Land Use Planning
Library Services
Mental Health Services
Minority Affairs
Transportation
Other _____

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

285-9321 x4124
Michael Blahnik 5055 N. Greeley Portland OR
Judy Simonsen 532 SE 28th Portland OR 239-4301

I. My signature affirms that all information is true to the best of my knowledge and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration, or subsequent to appointment to a board or commission, may result in dismissal.

Signature: _____

Date: 3/7/96

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MULTNOMAH COUNTY OREGON

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A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

MEDICAL ADVISORY BOARD

B.

Name: Richard Blatt

Address: 13490 SE Hubbard Rd #187

City/State/Zip: Clackamas, OR 97015

Home Phone: 698-2362

C.

Current Employer: American Medical Response Northwest

Address: 1240 SE 12th

City/State/Zip: Portland, OR

Work Phone/Extension: 239-4509 (supervisor)

Occupation: paramedic

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: M / F

Racial/

Ethnic Background: ☐ African-American ☐ Asian ☐ Caucasian

☐ Hispanic ☐ Native American ☐ Other

Date of Birth: Month Date Year

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

1982 - Present

Various: Search + Rescue, Private Ambulance
in tiered system, private fire dept, public
fire dept, private Ambulance in Washington
and Multnomah counties.

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare
Art
Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement
Economic Development/Trade
Environment/Natural Resources
Food Services

Handicapped/Disabled Issues

Health Care

Housing
Juvenile Justice Issues
Labor/Labor Relations
Land Use Planning
Library Services
Mental Health Services
Minority Affairs
Transportation
Other _____

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

None know of.

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

Todd Russell, 2424 S. Ginger, Cornelius, 97113 (681-8162)

Trudy Schidleman, Multnomah County EMS (248-3220)

I. My signature affirms that all information is true to the best of my knowledge and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration, or subsequent to appointment to a board or commission, may result in dismissal.

Signature: [Signature]

Date: 1/27/96

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MEETING DATE: APR 4 1996

AGENDA #: C-2

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA BETWEEN U.S. FOREST SERVICE AND THE SHERIFF'S OFFICE

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: APRIL 4, 1996

AMOUNT OF TIME NEEDED: 5 MINUTES

DEPARTMENT: SHERIFF'S OFFICE DIVISION: ENFORCEMENT

CONTACT: LARRY AAB TELEPHONE #: 251-2489

BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUGGESTED AGENDA TITLE:

Ratification of an Intergovernmental Agreement, Contract #800726, between U.S. Forest Service and the Sheriff's Office to enforce Federal/State laws and regulations in the National Forest, for the period May 23, 1996 through September 2, 1996. RENEWAL

4/5/96 ORIGINALS to LARRY AAB

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: _____

Neil Hedgpeth

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

1966
MAR 26 PM 5:00
CLATSOP COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS
CONSENT

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract # 800726

Prior-Approved Contract Boilerplate: Attached: Not Attached:

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-2</u> DATE <u>4/4/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
---	--	---

Department: SHERIFF'S OFFICE Division: ENFORCEMENT Date: MARCH 19, 1996

Contract Originator: LT. PIETER VAN DYKE Phone: 251-2501 Bldg/Room: 313/

Administrative Contact: LARRY AAB Phone: 251-2489 Bldg/Room: 313/231

Description of Contract: ENFORCE FEDERAL/STATE LAWS AND REGULATIONS IN THE NATIONAL FOREST.

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

ORS/AR #: _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

<p>Contractor Name: <u>MT. HOOD NATIONAL FOREST</u></p> <p>Mailing Address: <u>2955 NW DIVISION ST</u> <u>GRESHAM, OR 97030</u></p> <p>Phone: <u>666-0789</u> Attn: <u>Mike Powers</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>MAY 23, 1996</u></p> <p>Termination Date: <u>SEPTEMBER 2, 1996</u></p> <p>Original Contract Amount: <u>\$ 37,400</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Remittance Address (if different): _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	--

REQUIRED SIGNATURES:

Department Manager: *Phil H. DePette*

Purchasing Manager: _____

(Class II Contracts Only)

County Counsel: *[Signature]*

County Chair: *[Signature]*

Sheriff: *[Signature]*

Contract Administration: _____

(Class I, Class II Contracts Only)

Date: 3/21/96

Date: _____

Date: 3/26/96

Date: April 4, 1996

Date: 3/22/96

Date: _____

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB ORG	REPT CATEG	LGFS DESCRIP	AMOUNT	IN CE EC
01	100	025	3350			2003					
02											
03											

If additional space is needed, attach separate page. Write contract number on top of page.

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

ORIGINAL

#800726

ATTACHMENT VII

MULTNOMAH COUNTY

JOINT OPERATION AND FINANCIAL PLAN

1996

Reimbursable service request by the Forest Service, made and agreed to this 16th day of February, 1996, by and between the Service and the Multnomah County Sheriff, becomes a part of the agreement between said parties dated May 19, 1986.

1. Assignment of one Deputy Sheriff, fully equipped, with motor vehicle, to patrol National Forest lands within the Columbia Gorge Ranger District and the Columbia River Gorge National Scenic Area (NSA). The patrol will concentrate on National Forest picnic areas, campgrounds, vehicle parking areas, trailhead and other more dispersed recreation areas. Suggested patrol routes are outlined in attachment A and B of this plan.

Patrol routes identified in attachments A and B are guidelines. Routes may be varied at the discretion of the cooperating Deputy in order to effectively deal with problems at other locations as problems develop.

Forest patrols will begin May 23, 1996 and end September 2, 1996. The tour of duty May 23, through September 2, will be 10 hours each day on Thursday, Friday, Saturday, and Sunday of each week, as well as national holidays on May 27, July 4 and September 2, 1996.

Each duty tour should begin between 10 A.M., and 2 P.M., however, daily work hours may be varied after mutual agreement between the Cooperators representative and the Services Contracting Officers Representative.

The Service requests the cooperating Deputy check in with Mt. Hood National Forest Dispatch Center by radio or telephone at the beginning of each duty tour.

2. When requested by the Service, the Cooperator agrees to dispatch additional Deputies, as necessary, within manpower capabilities, to unforeseen, or emergency situations. These situations may include fire camp security and patrols. Any fire duty will be paid separately from this agreement.

3. Cooperator personnel assigned to duties in items 1, and 2 above, will be state certified law enforcement officers, or category 1 reserve officers employed by and responsible to the Multnomah County Sheriff.

4. Cooperator agrees to provide for the enforcement of State of Oregon and other local laws and regulations, which relate to the protection of the recreating public and their property.

5. It is understood by both parties that there will be patrol related and other activities, which will impact the Cooperating Deputy's time and cause him to be away from the patrol route (court, reports, or responding to incidents off the National Forest). No adjustment to this plan will be required so long as the activities are held to a reasonable minimum.

6. Rate schedule for reimbursable service: for the service identified in item 1 above, the service agrees to reimburse the Cooperator at the rate of \$59.21 per hour for the period May 23, 1996 through June 30, 1996 and \$60.98 per hour for the period July 1, 1996 through September 2, 1996. Total reimbursement for the service is \$37,365.10.

For services identified in item 3 above, the service agrees to reimburse the Cooperator on an actual cost basis, which will include salaries, other payroll expenses, administration costs, and equipment use and supplies.

Total amount to be paid under the terms of this operating plan cannot exceed \$37,400.00

7. Itemized billings for reimbursement will be furnished at the end of each county accounting period, along with a certification the services have been performed.

The Cooperator agrees to furnish copies of the Deputy's daily activity log sheets, which will contain sufficient information for an understanding of the Deputy's activities and the time periods covered. The Cooperator also agrees to complete a Cooperative Law Enforcement Activity Report (form 5300-5) at the end of each month. A supply of the required form will be provided to the Cooperator by the Service.

Itemized billings, copies of the Deputy's daily log sheets and completed form 5300-5 will be sent to the Area Manager, Columbia River Gorge National Scenic Area, 902 Wasco Ave., Suite 200, Hood River, OR 97031.

8. It is agreed that search and rescue within the Columbia Gorge Ranger District and the portion of the Columbia River Gorge National Scenic Area within Multnomah County, is the responsibility of the Multnomah County Sheriff. It is also agreed that the role of the Deputy assigned to the duties described in item 1 above, is to take initial action on search and rescue incidents and to coordinate subsequent (short-term) activities.

9. The Service will furnish one radio for the use of the Deputy identified in item one. The Cooperator will service and maintain the radio to insure it is in good working order. The Service will retain ownership of the radio. The following described radio has been provided to the Cooperator:

One 16 channel Phoenix mobile radio serial number 4420825

10. Designated representatives: The following persons are designated by the Service to make, or receive requests for service under this agreement.

Mike Powers, Forest Special Agent, Contracting Officer's Representative (Alternate), Mt. Hood National Forest, office 666-0789, pager 323-1676.

Mike Boynton, Archaeologist, Contracting Officers Representative, CRGNSA, office 386-2333, Home 354-3245.

The Mt. Hood Forest Supervisors Fire Management 24 hour emergency telephone answering service, 667-6410, is available for use in emergencies.

The following persons are designated as contact persons or inspectors:
Ron Barnas, Law Enforcement Officer, office 695-2276, pager 920-3086.
Mickey Lehnert, Law Enforcement Officer, office 386-2333, pager 387-8040.
Bing Beckman, Fire Management Officer, office 695-2276.

The following persons are designated by the Cooperator to make, or receive requests for service under this agreement.

Commander Mel Hedgpeth, Multnomah County, Office 255-3600, ext. 523

Lt. Pieter VanDyke, Multnomah County, Office 255-3600, ext. 501

Sgt. John Blackman, Multnomah County, Office 255-3600, ext. 451

JOINT OPERATING AND FINANCIAL PLAN

Plan Approval

FOREST SERVICE


By _____
Forest Supervisor

Date _____

BY _____
Area Manager

Date _____

COOPERATOR

By 
Sheriff

Date 3/22/96

Reviewed by County Counsel
for Multnomah County, OR

By 

Date 3/24/96

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 4/4/96
DEB BOGSTAD
BOARD CLERK

ATTACHMENT A

Patrol route A----to be patrolled daily.

The Scenic Highway to Eagle Creek, Larch Mountain area, and the Camp A Loop with special attention paid to the following:

1. Wahkeena Falls, trailhead and picnic area.
2. Multnomah Falls, vistas and parking areas.
3. Oneonta Trailhead, parking area.
4. Horsetail Falls Trailhead, parking area.
5. Nesmith Trailhead, parking area.
6. Tanner Creek Road.
7. Eagle Creek Trailhead, picnic area and campground.
8. Overlook, adjacent camping and parking areas.
9. Larch Mountain, parking areas, Camp A Loop (if open) and picnic areas.
10. Wahclella Falls Trailhead.
11. Sandy River Delta.

ATTACHMENT B

Patrol route B--secondary route to be patrolled once each week.

Route includes dispersed recreation locations along the Bonneville powerline right-of-way road from Larch Mountain to Gordon Creek road. If this area has been closed by the Forest Service and Bonneville, the patrol will only involve checking the gates at road 1509 and road 20.

MEETING DATE: APR 4 1996

AGENDA #: C-3

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Metro and the Sheriff's Office

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: April 4, 1996

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Corrections

CONTACT: Larry Aab TELEPHONE #: 251-2489

BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUGGESTED AGENDA TITLE:

IGA between Metro and the Sheriff's Office, Contract #800027, to provide a supervised inmate work crew to perform general labor such as ground maintenance, yard and nursery work, light carpentry, painting, etc. RENEWAL.

4/5/96 ORIGINALS TO LARRY AAB

CONSENT

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: _____

Veronica

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

BOARD OF
COUNTY COMMISSIONERS
96 MAR 26 PM 5:00
MULTNOMAH COUNTY
OREGON

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract # 800027

Prior-Approved Contract Boilerplate: Attached: Not Attached:

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>4/4/96</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
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Department: SHERIFF'S OFFICE Division: CORRECTIONS Date: MARCH 19, 1996

Contract Originator: SGT. DAVE KEITH Phone: 248-5060 Bldg/Room: _____

Administrative Contact: LARRY AAB Phone: 251-2489 Bldg/Room: 313/231

Description of Contract: _____

PROVIDE A SUPERVISED INMATE WORK CREW TO PERFORM GENERAL LABOR AND GROUNDS MAINTENANCE.

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

ORS/AR #: _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

<p>Contractor Name: <u>METRO</u></p> <p>Mailing Address: <u>600 NE GRAND AVE</u></p> <p><u>PORTLAND OR 97232-2736</u></p> <p>Phone: <u>797-1700 Penny Erickson</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>JULY 1, 1996</u></p> <p>Termination Date: <u>JUNE 30, 1997</u></p> <p>Original Contract Amount: <u>\$28,650</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Remittance Address (if different): _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	--

REQUIRED SIGNATURES

Department Manager: [Signature]

Purchasing Manager: [Signature]

(Class II Contracts Only)

County Counsel: [Signature]

County Chair: [Signature]

Sheriff: X

Contract Administration: [Signature]

(Class I, Class II Contracts Only)

Date: 3/19/96

Date: _____

Date: 3/26/96

Date: April 4, 1996

Date: 3/22/96

Date: _____

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB ORG	REPT CATEG	LGFS DESCRIP	AMOUNT	IN CE EC
01	1109	025	3961			2780					
02											
03											

If additional space is needed, attach separate page. Write contract number on top of page.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), and the Metropolitan Service District ("Metro"). MCSO, COUNTY and Metro will be referred to collectively as the "parties."

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

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to the provisions of ORS 206.345; and

WHEREAS, Metro is a municipal corporation formed and operating under the laws of the State of Oregon and the 1992 Metro Charter, and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, Metro desires to contract with the COUNTY for the performance of certain functions related to Metro's purpose and authority, to be performed by the COUNTY through the Multnomah County Sheriff's Office; and

WHEREAS, the COUNTY through MCSO is able and prepared to provide the services required by Metro under those terms and conditions set forth; therefore,

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

INMATE WORK CREWS

1. MCSO agrees to provide, at Metro's request, a supervised inmate work crew to perform general labor duties designated by Metro at their transfer stations located in the city limits of Oregon City and Portland. These duties will include but not be limited to grounds maintenance, yard and nursery

work, light carpentry, painting, and debris removal, at sites owned, operated or managed by Metro. Grounds maintenance includes, but is not limited to cutting grass, edging grass, mulching, weed control, trimming trees and shrubs, fertilizing grass and flowers, debris removal, and maintenance of irrigation system.

2. MCSO agrees to provide a supervised inmate work crew a minimum of five days per month and a maximum of ten days per month to perform the services provided under this agreement.
3. MCSO agrees that each inmate work crew provided under this agreement will be supervised by one or more corrections officers trained and experienced in managing inmate work crews.
4. MCSO agrees that each inmate work crew provided under this agreement will be comprised of sentenced, local inmates eligible for outside public works and who pose a minimal threat to the public;
5. MCSO agrees that each work crew vehicle will be radio-equipped, self-contained, and furnished with hand and power tools appropriate for each job. The parties further agree that if the work crew does not have in its own inventory the tools or equipment required to perform the job requested by Metro, then MCSO may lease the equipment required and include the costs of such equipment rental in its bill to Metro.
6. Metro agrees to provide all materials, including but not limited to paint, nursery stock, lumber and similar building materials, required for the work performed or services provided under this agreement.

HAZARDOUS MATERIALS EXCEPTION

7. The parties agree that:
 - a) Clean-up of dump sites containing known or suspected hazardous materials is beyond the scope, skill, training and experience of an inmate work crew;
 - b) No inmate work crew provided under this agreement shall be required to clean-up any dump site where known or suspected hazardous materials are present; and

- c) In the event the inmate work crew discovers known or suspected hazardous materials at a dump site, the work crew supervisor shall immediately cease the clean-up activity until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.

COMPENSATION

8. Metro agrees to pay to MCSO for services rendered under this agreement an amount not to exceed \$28,650, which represents a maximum of 150 days of service at the rate of \$191 per day.
9. MCSO agrees to bill Metro on the last working day of each calendar month. Metro agrees to pay MCSO within thirty (30) days of receipt of MCSO's monthly invoice.

PERSONNEL MATTERS

10. The parties agree that the corrections officers provided hereunder by MCSO (hereinafter, "ASSIGNED PERSONNEL") shall be and remain employees of the COUNTY. All ASSIGNED PERSONNEL shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO.
11. The parties agree that Metro does not assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this agreement or for any other liability not provided for in this agreement.
12. The COUNTY agrees to maintain workers' compensation insurance coverage for its ASSIGNED PERSONNEL, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.
13. The parties agree that matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment regarding ASSIGNED PERSONNEL under this agreement shall be governed by the provisions of existing collective bargaining agreements between the ASSIGNED PERSONNEL's bargaining unit and their public employer.

14. The parties agree that all labor disputes arising out of this agreement shall be governed by the provisions of applicable collective bargaining agreements in effect during this agreement, and the personnel rules of the COUNTY.

INDEMNIFICATION AND LIABILITY

15. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO and the COUNTY shall indemnify, defend and hold harmless Metro, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MCSO personnel acting pursuant to the terms of this agreement.
16. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, Metro shall indemnify, defend and hold harmless COUNTY and MCSO, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of Metro personnel acting pursuant to the terms of this agreement.

DISPUTE RESOLUTION

17. Any dispute arising from this agreement shall be resolved in the manner provided by Section 5 of the intergovernmental agreement (Multnomah County Contract No. 301174), entered into by and between Metro and Multnomah County relating to the transfer of operation and management of County parks to Metro.

CONTRACT ADMINISTRATION

18. MCSO designates Sergeant David Keith, Work Crew Supervisor, to represent MCSO in all matters pertaining to administration of this agreement.
19. Metro designates Penny Erickson, Senior Site Manager, to represent Metro in all matters pertaining to administration of this agreement.
20. Any notice or notices provided for by this agreement or by law to be given or served upon either party shall be given or served by certified letter,

deposited in the U.S. mail, postage prepaid, and addressed to:

Dan Noelle
Multnomah County Sheriff
12240 NE Glisan Street
Portland, OR 97230

Penny Erickson
Senior Site Manager, Metro
600 NE Grand Avenue
Portland, OR 97232-2736

CONTRACT MODIFICATION AND TERMINATION

21. This agreement shall be effective from the July 1, 1996 through June 30, 1997.
22. The parties agree that in the event the parties to this agreement desire to renew this contract after the expiration thereof, they shall notify the other parties within 90 days prior to its expiration.
23. The parties agree that any party to this agreement may terminate said Agreement by giving the other party(s) not less than 90 days written notice.
24. The parties agree that this agreement may be modified or amended by mutual agreement of the parties. Any modification to this agreement shall be effective only when incorporated herein by written amendments and signed by both Metro and the Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners.

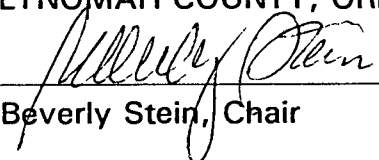
SEVERABILITY

25. If any portion of this Agreement is found to be illegal or enforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

///

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

MULTNOMAH COUNTY, OREGON

By: 
Beverly Stein, Chair


Date: April 4, 1996

METRO

By: _____

Title: _____

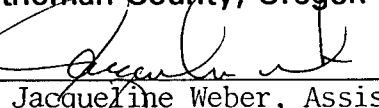
Date: _____

By: 
Dan Noelle, Sheriff

Date: 3/22/96

REVIEWED:

Laurence Kressel, County Counsel for
Multnomah County, Oregon

By: 
Jacqueline Weber, Assistant Counsel

Date: 3/26/96

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 4/4/96
DEB BOGSTAD
BOARD CLERK

MEETING DATE: APR 4 1996

AGENDA #: C-4
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Retroactive Revenue Agreement between Portland School District No 1 and Department of Juvenile Justice Services

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: _____

AMOUNT OF TIME NEEDED: 3 minutes

DEPARTMENT: Juvenile Justice Services

DIVISION: _____

CONTACT: Alandria Taylor

TELEPHONE#: 248-3968

BLDG/ROOM#: 311/DJJS

PERSON(S) MAKING PRESENTATION: Joanne Fuller / Bill Morris

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Retroactive Revenue Agreement 700256 with Portland School District No. 1 funding a 1.5 FTE Juvenile Court Counselor position to work on-site at the District's Project PAX Program

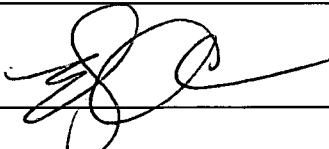
A Budget Modification #DJJS 7 accompanies this agreement.

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

(OR)
DEPARTMENT
MANAGER: _____

4/5/96 ORIGINALS to ALANDRIA TAYLOR



ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

BOARD OF
COUNTY COMMISSIONERS
96 MAR 28 PM 1:17
MULTNOMAH COUNTY
OREGON




MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE JUSTICE SERVICES
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson, Director 
Department of Juvenile Justice Services

DATE: March 1, 1996

SUBJECT: Approval of a Retroactive Intergovernmental Revenue Agreement between the Department of Juvenile Justice Services and Portland Public School District No. 1

I. RECOMMENDATION/ACTION REQUESTED:

The Department of Juvenile Justice Services recommends the Board's approval of a Retroactive Intergovernmental Revenue Agreement between Portland Public Schools (PPS) District No. 1 and DJJS to fund a 1.0 FTE Juvenile Court Counselor position to work on site at the Project PAX program assisting court-involved students in the Project PAX program.

II. BACKGROUND/ANALYSIS:

Project PAX was established October 1, 1995 for the 1995/96 school year as a comprehensive violence intervention program that responds to the community outcry for intervention, the federal safe schools gun act and Portland Public School District policy regarding weapons and violence.

Project PAX (Positive Antiviolence eXperience) is a 45 to 90 day program for middle and high school students expelled for reasons of assault, fighting, weapons possession and other disciplinary violations involving violence. Project PAX is designed to link clear and coordinated disciplinary sanctions with services that help these students learn positive alternatives to violence while continuing their academic progress.

Many of the students referred to Project PAX have will have had numerous discipline actions and have exhausted other school program options and now are expelled from school. Some students spend this time at home; others out in the streets. Other alternative programs do not focus on dealing with student violence. Project PAX can work with many of these youth to prevent the need for short or long term incarceration. Project PAX has the capacity to teach skills to these youth that may prevent them from acting out their high risk behaviors by victimizing themselves and the community. Project PAX has built its curriculum to empathize skill building on anger management, conflict resolutions, problem solving and empathy training. With this skill building emphasis a student is better able to identify problems that keep him/her from being successful and self initiate positive interventions.

RETROACTIVE STATUS:

This Agreement is retroactive to October 1, 1995 due to contract negotiations.

AN EQUAL OPPORTUNITY EMPLOYER

- III. **FINANCIAL IMPACT:**
\$41,965 will be added to DJJS' budget to offset the cost of the Juvenile Court Counselor's salary and fringe benefits. These monies will fund fiscal year 1995/96. (See Attachment A)
- IV. **LEGAL ISSUES:**
N/A
- V. **CONTROVERSIAL ISSUES:**
N/A
- VI. **LINK TO CURRENT COUNTY POLICIES:**
This will continue to strengthen DJJS' relationship with Portland Public School working in a collaborative effort with court-involved students in the education about and prevention of violence involvement.
- VII. **CITIZEN PARTICIPATION:**
N/A
- VIII. **OTHER GOVERNMENT PARTICIPATION:**
N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal []

Contract # 700256

Prior-Approved Contract Boilerplate: _____ Attached: _____ Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p>[] Professional Services under \$25,000</p> <p>[] Intergovernmental Agreement under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p>[] Professional Services over \$25,000 (RFP, Exemption)</p> <p>[] PCRB Contract</p> <p>[] Maintenance Agreement</p> <p>[] Licensing Agreement</p> <p>[] Construction</p> <p>[] Grant</p> <p>[X] Revenue</p>	<p style="text-align: center;">CLASS III</p> <p>[X] Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-4</u> DATE <u>4/4/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;">BOARD CLERK</p>
---	---	---

Department: Juvenile Justice Services Division: _____ Date: March 1, 1996

Contract Originator: Bill Morris Phone: 248-3460 Bldg/Room: 311/DJJS

Administrative Contact: Alandria Taylor Phone: 248-3968 Bldg/Room: 311/DJJS

Description of Contract: **This Agreement provides funding for a 1 FTE Juvenile Court Counselor position to work on-site at the Project PAX program. The Juvenile Court Counselor will serve as a liaison between DJJS and PPS regarding violence-matters involving court-involved students.**

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

ORS/AR #: _____ (Check all boxes that apply) Contractor is [] MBE [] WBE [] QRF [X] N/A [] None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>Portland School District No. 1</u></p> <p>Mailing Address: <u>531 SE 14th Street</u></p> <p style="text-align: center;"><u>Portland, Oregon 97214</u></p> <p>Phone: <u>280-5840 (ext. 278)</u></p> <p>Employer ID# or SS#: <u>93-6000830</u></p> <p>Effective Date: <u>Upon execution</u></p> <p>Termination Date: <u>September 30, 1996</u></p> <p>Original Contract Amount: <u>\$ 41,965</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: <u>\$ 41,965</u></p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td>[] Lump Sum \$ _____</td> <td>[] Due on Receipt</td> </tr> <tr> <td>[] Monthly \$ _____</td> <td>[] Net 30</td> </tr> <tr> <td>[] Other \$ _____</td> <td>[] Other</td> </tr> <tr> <td colspan="2">[] Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2">[] Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes [] No []</td> </tr> </table>	Payment Schedule	Terms	[] Lump Sum \$ _____	[] Due on Receipt	[] Monthly \$ _____	[] Net 30	[] Other \$ _____	[] Other	[] Requirements contract - Requisition Required		Purchase Order No. _____		[] Requirements Not to Exceed \$ _____		Encumber: Yes [] No []	
Payment Schedule	Terms																
[] Lump Sum \$ _____	[] Due on Receipt																
[] Monthly \$ _____	[] Net 30																
[] Other \$ _____	[] Other																
[] Requirements contract - Requisition Required																	
Purchase Order No. _____																	
[] Requirements Not to Exceed \$ _____																	
Encumber: Yes [] No []																	

REQUIRED SIGNATURES:

Department Manager: _____

Purchasing Manager: _____

(Class II Contracts Only)

County Counsel: _____

County Chair/Sheriff: _____

Contract Administration: _____

(Class I, Class II Contracts Only)

Date: 3-1-96

Date: _____

Date: 3/28/96

Date: April 4, 1996

Date: _____

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	156	012	2751			2765		PAX1		41,965	
02											
03											

If additional space is needed, attach separate page. Write contract # on top of page.

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT

This agreement is between Portland School District No. 1 (District) and Multnomah County Department of Juvenile Justice Services (County). It is for the period beginning October 1, 1995, and ending September 30, 1996. It is established for the following purpose.

PURPOSE

A pilot project will be established to enable County to provide a Juvenile Court Counselor on-site at the District's Project PAX alternative programs to help court-involved students access and succeed in the program.

COUNTY RESPONSIBILITIES

County will assign one Juvenile Court Counselor half time to PAX I (10/1/95 to 1/31/96) and one full time to PAX II (2/1/96 to 9/30/96) each providing the services and coordination described below. The Court Counselor will be assigned to work on-site at the Project PAX programs and will work exclusively to support program goals as described in the PAX proposal.

1. Court Counselor will provide counseling, orientation to the Juvenile Justice Court process, and case management services to student referred to the PAX programs; will refer students to appropriate services available through the justice system (e.g., probation hearings, required weekly reporting to a court judge, community service, job training, mental health assessments, "Street Law," social skills groups).
2. Court Counselor will provide counseling and support to parents of PAX students, including Family Unity meetings, and will assist families in accessing additional appropriate services.
3. Court Counselor will co-facilitate student support groups with other PAX staff.
4. Court Counselor will provide instruction in violence prevention to PAX students, in coordination with other PAX staff.
5. Court Counselor will assist with PAX field trips and various educational, cultural, recreational, and community service activities designed to improve student's ability to successfully return to school.
6. Court Counselor will serve as liaison between the County and the District regarding students referred to the PAX program.
7. Court Counselor will maintain confidential files of history of contacts with identified students, plus records of students' formal relationship with court, and will assist in project evaluation efforts.
8. Court Counselor will attend PAX staff meeting to facilitate effective case management and attend project training events.

9. Court Counselor will report to the Juvenile Justice supervisor, the District Project director, and the PAX supervisor.
11. County will provide the Court Counselor's salary, fringe benefits, and transportation and supplies as needed.

DISTRICT RESPONSIBILITIES

1. Pay to the County the total sum of \$41,965 for services described herewithin, which payment shall be based on the following applicable terms:
 - A. Upon receipt of monthly billing invoice from County;
 - B. Prorated to the start date of Court Counselor;
 - C. No more than \$31,474 will be paid for 9 months (October/June) 1995-96;
 - D. No more than \$10,491 will be paid for 3 months (July/September) 1996-97.
2. Provide space and communication media for the Court Counselor.
3. Make school records, including progress and behavioral records, available to Court Counselor for those students served by the Court Counselor pursuant to this agreement.

JOINT RESPONSIBILITIES

District and County, their officers and employees, shall hold information received from the other regarding students and youth involved in the Juvenile Court process in the strict confidence required by law applicable to the providing agency including, but not limited to, **42 CFR Chapter 1, subchapter A**, and shall not disclose the information for any purpose without written approval of that agency. Confidential information includes, but is not limited to, student names, family names, and all information relative to student and family. The confidential information shall be used for no other than officially serving students and family needs according to the obligations of this agreement. In the event that demand for disclosure of documents is received by subpoena or otherwise, the documents, if any, shall be returned to the agency which generated the original document (Providing Agency) and the person making the demand shall be immediately notified. In the event that a subpoena for testimony is received, the Providing Agency shall immediately be notified of the demand and shall provide instructions and defend against the demand as necessary.

Indemnification

Subject to the limitations and conditions of the Oregon Constitution and statutes, and County each shall be solely responsible for any loss or injury caused to third parties arising from District's or County's own acts or omissions under the agreement and District or County shall defend, hold harmless and indemnify the other party to this agreement with respect to any claim, litigation or liability arising from District's or County's own acts or omissions under agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

PORTLAND SCHOOL DISTRICT NO. 1

MULTNOMAH COUNTY, OREGON

By: _____

Deputy Clerk

Date: _____

By: 

Beverly Stein
Multnomah County Chair

Date: April 4, 1996

Contractor's ID Number _____

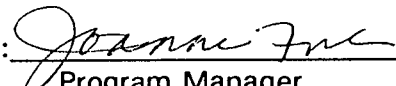
BY: 

Department Director

Date: 3-1-96

APPROVED AS TO FORM:

Staff Attorney; Portland School District No. 1

BY: 

Program Manager

Date: 3/25/96

Reviewed BY: 

Katie Gaetjens
for LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

Date: 3/28/96

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 4/4/96
DEB BOGSTAD
BOARD CLERK

MULTNOMAH COUNTY
Department of Juvenile Justice Services

Attachment A

PAX Project payroll expense budget
12 month budget

10/01/95 – 01/31/96	Penny Baretnus	\$7,155
02/01/96 – 09/30/96	Lon Cook	\$34,810
Total Cost		\$41,965

BUDGET MODIFICATION NO. DJS 7

(For Clerk's Use) Meeting Date APR 04 1996
Agenda No. C-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____

(Date)

DEPARTMENT: Juvenile Justice Services

CONTACT: Joanne Fuller

DIVISION: Community/Court Svcs

TELEPHONE: 306-5599

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

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

The Juvenile Justice Division Budget Modification # DJJS 7 adds \$31,474 From Portland Public Schools to the Federal/State program to fund a Juvenile Counselor position to work on site in Project PAX.

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

This Budget Modification adds \$31,474 to the Federal/State budget to fund a Juvenile Counselor position for the period of October 1, 1995 through June 30, 1996. (The total revenue in the intergovernmental agreement between Portland Public Schools and Multnomah County is \$41,965. The remaining \$10,491 will be added to the FY96-97 budget to fund the Counselor position for the remaining 3 months--July, August, September, 1997--of the total 12-month period).

The \$1,146 Indirect Cost support is provided by County in the form of a cash transfer to the Federal/State program.

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

- Increases Fed/State, Rev Code 2765, by \$31,474.
- Increases Fed/State reimbursement to Insurance by \$1,498.
- Increases Cash Transfer to Fed/State by \$1,146.
- Decreases General Fund Contingency by (\$1,146).

BOARD OF
COUNTY COMMISSIONERS
96 MAR 28 PM 1:20
MULTNOMAH COUNTY
OREGON

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

(Specify Fund) Contingency before this modification (as of _____
(Date) \$ _____

After this modification \$ _____

Joanne H. Eggen 3/21/96
Originated By Date

[Signature] 3-20-96
Department Manager Date

Christie Webb 3/28/96
Finance/Budget Date

C. Culmbras 3/28/96
Employee Relations Date

Deborah C. Bairsto 4/4/96
Board Approval Date

5. ANNUALIZED PERSONNEL CHANGES:

ORG	FTE	JCN	POSITION TITLE	BASE PAY	FRINGE	INSURANCE	TOTAL
2751	1.00	6272	Juv Counselor	33,995	5,973	1,997	41,965
	1.00		Annualized Total	33,995	5,973	1,997	41,965

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES:

ORG	FTE	JCN	POSITION TITLE	BASE PAY	FRINGE	INSURANCE	TOTAL
2751	0.75	6272	Juv Counselor	25,496	4,480	1,498	31,474
	0.75		Total	25,496	4,480	1,498	31,474



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners

FROM: Elyse Clawson, Director
Department of Juvenile Justice Services

DATE: March 20, 1996

RE: Approval of Budget Modification # DJJS 7, Which Adds \$31,474 Portland Public Schools Revenue To Fund A Juvenile Counselor Position For Project PAX.

I. **Recommendation/Action Requested:** The Department of Juvenile Justice Services recommends Board of County Commissioners' approval of a modification to add \$31,474 Portland Public Schools revenue to the Department's Federal/State program.

II. **Background/Analysis:** This modification adds revenue identified in the intergovernmental agreement between Portland Public Schools and Multnomah County. The revenue pays for a Juvenile Counselor position for the period of October 1, 1995 through June 30, 1996. The remaining revenue in the intergovernmental agreement will be added to the FY96-97 budget to cover the continuation of the Juvenile Counselor position through September 30, 1997.

III. **Financial Impact:** This modification increases the Department's Federal/State program by a total \$32,620, consisting of \$31,474 Portland Public Schools revenue and County general fund cash transfer of \$1,146 Indirect Cost support. It reduces General Fund Contingency by the latter \$1,146.

IV. **Legal Issues:** N/A

V. **Controversial Issues:** N/A

VI. **Link To Current County Policies:** The intergovernmental agreement continues the relationship between DJJS and Portland Public Schools and supports a collaborative effort with court-involved students in education about violence involvement and efforts to prevent such involvement.

VII. **Citizen Participation:** N/A

VIII. **Other Government Participation:** N/A

Meeting Date: APR 0 4 1996

Agenda No: C-6

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Subject: FY95/96 Intergovernmental Agreement #400236 with City of Portland for Portland/Multnomah Commission on Aging (PMCoA)

BOARD BRIEFING Date Requested:
Amount of time:

REGULAR MEETING Date Requested: April 4, 1996
Amount of time: 5 minutes

DEPARTMENT: Aging Services

DIVISION: NA

CONTACT: Caroline Sullivan/Kathy Gillette

TELEPHONE: 248-3620

BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell/Kathy Gillette

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (include statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

The Aging Services Department requests approval of the Intergovernmental Agreement #400236 with the City of Portland, Bureau of Neighborhood Associations, Portland Multnomah Commission on Aging (PMCoA) for advocacy services on behalf of elders living in Multnomah County and its cities.

This agreement provides funds in the amount of \$106,917 for Multnomah County share of support for the PMCoA. Activities of the PMCoA include the involvement of senior consumers in policy planning and development for all of Aging Services Department programs.

Funds are budgeted and available from Non-Departmental organizations in the amount of \$66,659 County General Fund and from Aging Services Department County General Fund and federal Title XIX funds.

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURE

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
96 MAR 28 PM 1:29
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Beverly Stein, Board Chair
FROM: Jim McConnell, Director *Jim McConnell*
DATE: March 14, 1996
SUBJECT: FY 1995-96 Agreement with City of Portland PMCoA

Retroactive Status: This agreement is retroactive to July 1, 1995. Delay in processing occurred because of the difficulty in reaching mutually agreeable terms regarding amounts and sources of funding and determining how funds could best be budgeted.

I. Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached Intergovernmental Agreement #400236 with the City of Portland, Bureau of Neighborhood Associations (Portland Multnomah Commission on Aging), for the period July 1, 1995 through June 30, 1996.

II. Analysis/Background: The City and County jointly support the Portland Multnomah Commission on Aging (PMCoA) as a citizen's advocacy and advisory group representing elderly residents and consumers of services in Portland and Multnomah County. The PMCoA is administered through the City of Portland, Bureau of Neighborhood Associations.

The attached agreement provides County funds as partial support for PMCoA activities. The PMCoA provides staff support for the Commission and related committees including the Area Agency on Aging (AAA) Committee, the Ethnic Minority Committee and, new in FY94-95, the Adult Care Home Advisory Committee.

PMCoA activities include Senior Consumer involvement in policy planning and development for all of ASD's programs, i.e. Community Leisure, Medicaid Long-Term Care, Adult Care Home Licensing, and Public Guardian.

III. Fiscal Impact: This agreement provides for \$106,917 of County General Fund (CGF) and federal Title XIX (XIX) dollars to support operations of the PMCoA and its related committees. These funds are budgeted and available

PMCoA Program	CGF	Title XIX	TOTAL
Non-Depart/PMCoA	\$ 66,659		\$66,659
AAA Committee		11,070	11,070
Multi-Ethnic Comm.		8,500	8,500
Adult Care Home Comm.	<u>4,965</u>	<u>15,723</u>	<u>20,688</u>
	\$ 71,624	\$35,293	\$106,917

AN EQUAL OPPORTUNITY EMPLOYER

These amounts include a continuation of \$59,128 base funding and \$7,531 of new County General Funds monies provided through the Chair's office in response to a PMCoA request. These funds are budgeted and come through the Non-Departmental budget organization.

In addition, \$40,258 is budgeted through ASD. The ASD dollars consist of \$4,965 CGF and \$35,293 of Title XIX. The Title XIX dollars came from \$15,882 of CGF leveraging \$19,411 Title XIX, for a total of \$35,293 Title XIX.

A modification to the FY96 Adopted Budget (BUD MOD) is required to remove \$11,640 from the Non-Departmental budget. This amount of \$11,640 had been estimated to be the County General Fund share for Title XIX leveraged funds and was budgeted as County General Funds **both** in Non-Departmental fiscal organization **and** in the ASD budget as CGF match for Title XIX. The funds are properly budgeted in ASD because leveraging the Title XIX funds can be done only through the contract between ASD and the State Senior and Disabled Services Division.

IV. Legal Issues: NA

V. Controversial Issues: NA

VI. Link to Current County Policies: Included in Area Plan for Aging Services

VII. Citizen Participation: The Portland Multnomah Commission on Aging (PMCoA) has actively been involved in providing advocacy to City and County in their respective budget processes.

VIII Other Government Participation: Implements the designation by the **State Senior Disabled Services Division** of the City and County jointly as the Area Agency on Aging for Portland/Multnomah County, with the **County** Aging Services Division as the administrative unit.

The **federal** Older Americans Act requires an advisory committee made of up older citizens and consumers of services to advise the Area Agency on Aging and its administrative unit and to provide advocacy on behalf of residents aged 60 and older. The **City** through this agreement administers the PMCoA to serve as the required **federal** advisory committee.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 400236

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # _____ DATE _____ BOARD CLERK _____
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Department Aging Services Division _____ Date _____Contract Originator Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floorAdministrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floorDescription of Contract Provides funds for Portland/Multnomah Commission on Aging for general advocacy and review and comment on Aging Services Department programs and contracts.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of Portland, Bureau of Neighborhood Associations
Portland Multnomah Commission on AgingMailing Address 1120 SW 5th Avenue 5th floor
Portland OR 97204-1978Phone 823-5269Employer ID# or SS# 93-6002236Effective Date July 1, 1995Termination Date June 30, 1996Original Contract Amount \$ 106,917

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 106,917**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director (Class II Contracts Only) [Signature]County Counsel [Signature]

County Chair / Sheriff _____

Contract Administration (Class I, Class II Contracts Only) _____

Remittance Address _____
(If Different) _____

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	
Purchase Order No. _____	
<input type="checkbox"/> Requirements Not to Exceed \$ _____	

Encumber: Yes ☒ No ☐

Date _____

Date _____

Date 3/28/96

Date _____

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	050	9395		XA02	6050			PMCoA-Non Dept	66,659	
02.	156	011	1715		CEPA	6060		179A	PMCoA CGF	4,965	
03.	156	011	1715		CEPA	6060		1727	PMCoA XIX	35,293	
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/ Bid selection process.
6. **DATE RFP/ BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as on MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **TOTAL AMOUNT OF PREVIOUS AMENDMENT** - Enter total amounts of previous amendments.
16. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
17. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
18. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
19. **REQUIREMENTS CONTRACT** - Requisition Required - Check this box to note that a purchase order will be issued to initiate payment.
20. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not know, enter "PO will be issued."
21. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
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24. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
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MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

FY 95/96

Rev. 5/92

Contract # 400236

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # _____ DATE _____ BOARD CLERK _____
---	---	--

Department Aging Services Division _____ Date _____Contract Originator Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floorAdministrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floorDescription of Contract Provides funds for Portland/Multnomah Commission on Aging for general advocacy and review and comment on Aging Services Department programs and contracts.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of Portland, Bureau of Neighborhood Associations
Portland Multnomah Commission on AgingMailing Address 1120 SW 5th Avenue 5th floor
Portland OR 97204-1978Phone 823-5269Employer ID# or SS# 93-6002236Effective Date July 1, 1995Termination Date June 30, 1996Original Contract Amount \$ 106,917

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 106,917

REQUIRED SIGNATURES:

Department Manager [Signature]Purchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]

County Chair / Sheriff _____

Contract Administration
(Class I, Class II Contracts, Only) _____Remittance Address _____
(If Different) _____

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	
Purchase Order No. _____	
<input type="checkbox"/> Requirements Not to Exceed \$ _____	

Encumber: Yes ☒ No ☐

Date _____

Date _____

Date 3/28/96

Date _____

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	050	9395		XA02	6050			PMCoA-Non Dept	66,659	
02.	156	011	1715		CEPA	6060		179A	PMCoA CGF	4,965	
03.	156	011	1715		CEPA	6060		1727	PMCoA XIX	35,293	
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/ Bid selection process.
6. **DATE RFP/ BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as on MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **TOTAL AMOUNT OF PREVIOUS AMENDMENT** - Enter total amounts of previous amendments.
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MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM (See Administrative Procedure #2106)

FY 95/96

Rev. 5/92

Contract # 400236
Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # _____ DATE _____ BOARD CLERK _____

Department Aging Services Division _____ Date _____

Contract Originator Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Administrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Description of Contract Provides funds for Portland/Multnomah Commission on Aging for general advocacy and review and comment on Aging Services Department programs and contracts.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Portland, Bureau of Neighborhood Associations
Portland Multnomah Commission on Aging

Mailing Address 1120 SW 5th Avenue 5th floor
Portland OR 97204-1978

Phone 823-5269

Employer ID# or SS# 93-6002236

Effective Date July 1, 1995

Termination Date June 30, 1996

Original Contract Amount \$ 106,917

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 106,917

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt
☐ Monthly \$ _____ ☐ Net 30
☐ Other \$ _____ ☐ Other _____
☐ Requirements contract - Requisition required.
 Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director
(Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff _____

Contract Administration
(Class I, Class II Contracts Only) _____

Encumber: Yes ☒ No ☐

Date _____

Date _____

Date 3/28/96

Date _____

Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
01.	100	050	9395		XA02	6050			PMCoA-Non Dept	66,659		
02.	156	011	1715		CEPA	6060		179	PMCoA CGF	4,965		
03.	156	011	1715		CEPA	6060		172	PMCoA XIX	35,293		
* If additional space is needed, attach separate page. Write contract # on top of page.												

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9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as on MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
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ORIGINAL

INTERGOVERNMENTAL AGREEMENT FOR OPERATION
OF THE AREA AGENCY ON AGING: PMCoA OPERATIONS

SECTION I. INTRODUCTION

This agreement is between the City of Portland, hereinafter called CITY, and Multnomah County, hereinafter called COUNTY. This agreement, subject to execution by all parties, will renew, amend and extend the Portland/Multnomah Commission on Aging (PMCoA) portion of the agreement originally executed on January 1, 1984 from July 1, 1995 through June 30, 1996.

SECTION II. RECITALS

A. WHEREAS, there are over 102,243 persons over the age of 60 in the CITY and the COUNTY; and

B. WHEREAS, CITY and COUNTY recognize the problems of those elderly persons with fixed incomes and frail health, and have demonstrated their support for services to this population; and

C. WHEREAS, pursuant to Section 305 of the Older Americans Act of 1965, as amended, the Senior and Disabled Services Division (hereinafter called the State) has designated the geographic boundaries of Multnomah County including the incorporated areas of the City of Portland, as one planning and service area; and

D. WHEREAS, the parties by concurrent action in 1974, and in keeping with the Intergovernmental Cooperation provisions of ORS Chapter 190, agreed to serve as the Area Agency on Aging (hereinafter called the AAA) to plan, coordinate and conduct a comprehensive social service delivery system for elderly residents within the boundaries of Multnomah County (the State designated service area) for the period beginning July 1, 1974 and continuing until this agreement is terminated or replaced; and

E. WHEREAS, the designation of an administrative unit to assume the responsibilities of the AAA is necessary to receive Federal funds under the Older Americans Act, State funds through Oregon Project Independence, and Federal/State funds under Title XIX of the Social Security Act; and

F. WHEREAS, the parties agreed in 1984 that the COUNTY would serve as the administrative unit for the Area Agency on Aging;

G. WHEREAS, the CITY and COUNTY are both committed through the Aging Policy for Portland and Multnomah County, dated 1982, to support specialized urban and human services to the elderly;

H. WHEREAS, it is the intention of the CITY and COUNTY to fund jointly the Portland/Multnomah Commission on Aging (hereinafter called PMCoA) as the citizens' advisory group to the Area Agency on Aging;

THEREFORE, CITY and COUNTY agree as follows.

SECTION III: AGREED/CITY AND COUNTY

A. CITY and COUNTY will continue to jointly fund the PMCoA as the citizen advisory group for the period of this agreement. Funding for the PMCoA will not be reduced as a result of CITY and COUNTY service negotiations.

B. The administrative responsibility for the PMCoA will remain with CITY.

C. The PMCoA shall serve as the CITY's representative of the Area Agency

on Aging to receive program reports and documents listed in Section V, Part A. The Aging Services Department shall serve as the COUNTY's representative of the Area Agency on Aging to develop the Annual Plan and other documents and reports listed in Section V, Part A.

SECTION IV: AGREED/CITY

A. CITY shall assure the maintenance of the basic functions of the PMCoA, including the following:

1. PMCoA shall provide to COUNTY, within 30 days of its request, comments on reports and documents received from COUNTY under the terms of this agreement.

2. PMCoA will meet regularly with Aging Services Department staff and provide written information requested and required by Aging Services Department for the administration of the funds designated for the Area Agency on Aging for Multnomah County.

3. PMCoA agrees to submit a final report on accomplishments, to be received by COUNTY, through Aging Services Department, within 90 days of the end of the fiscal year.

B. CITY shall assure maintenance during FY95/96 of additional activities to be performed by the PMCoA, including:

1. AAA Committee: Maintain and staff the Area Agency on Aging (AAA) Committee to:

a. Meet monthly to review long-term care and service policies, program implementation, unmet needs and client issues with Aging Services Department Director and selected Aging Services Department staff;

b. Participate with Aging Services Department staff in the monitoring and evaluation of Aging Services Department contracted services; Long Term Care Programs, including Branch operation and Protective Services; and Senior Help Line/24 Hour Crisis-Line;

c. Assist in design and implementation of new projects in Residential Care Facilities.

2. Multi-Ethnic Committee: Maintain and staff a Multi-Ethnic Committee to:

a. Meet monthly with Aging Services Department Staff to review policies, programs, unmet needs and client issues of ethnic minority groups needing Medicaid and other services;

b. Propose new programs and strategies to improve participation by ethnic seniors in the Medicaid and other programs;

c. Assist the Aging Services Department in outreach and information dissemination to ethnic elders;

d. Participate in monitoring and evaluation of Aging Services division programs and services to assure Aging services Department responsiveness to ethnic elders' needs.

C. CITY agrees to continue to staff and maintain through the PMCoA a committee to review operations and make recommendations regarding the Adult Care Home Licensing Program.

SECTION V: AGREED/COUNTY

A. COUNTY shall provide the following reports and documents to the PMCoA:

1. Annual Plan and any modifications thereto;
2. Copies of program performance reports.

B. COUNTY shall establish and maintain Aging Services Planning and Service-Area Districts within COUNTY boundaries and shall assure that an advisory committee is maintained for each of these designated districts. The District Advisory Committees shall have review and comment authority on all funds and services allocated to or established within the boundaries of their respective districts.

SECTION VI: COMPENSATION - METHOD OF PAYMENT

A. COUNTY, through the Board Chair's Office, agrees to make a lump sum to CITY upon receipt of an invoice for up to \$66,659 for Fiscal Year 1995/96 for basic support of the PMCoA

B. COUNTY, through the Aging Services Department, agrees to make quarterly payments to CITY (PMCoA) upon receipt of an invoice for activities as listed below:

- (1) maintain and staff the AAA Committee
Quarterly: \$2,767.50 Annual Total: \$11,070;
- (2) maintain and staff the Multi-Ethnic Committee
Quarterly: \$2,125 Annual Total: \$8,500;
- (3) maintain and staff the Adult Care Home Committee
Quarterly: \$5,172 Annual Total: \$20,688

C. COUNTY shall provide to CITY one-half of the required local funding for the basic PMCoA activities and additional funding for identified special projects. These funding amounts are listed in Table A: PMCoA FY 1995-96 Funding / COUNTY RESOURCES.

Table A: PMCoA FY 1995-96 Funding
COUNTY RESOURCES

County Fund Source/ City Program	County General Fund	Title XIX	Total Funds
Non-Departmental/PMCoA	\$ 66,659		\$66,659
AAA Committee		11,070	11,070
Multi-Ethnic Committee		8,500	8,500
Adult Care Home Committee	<u>4,965</u>	<u>15,723</u>	<u>20,688</u>
TOTAL	\$ 71,624	\$ 35,293	\$106,917

D. COUNTY shall pay a maximum of \$106,917 through this agreement. Any portion not used by PMCoA during Fiscal Year 1995/96 shall revert to COUNTY.

SECTION VII: PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCoA)

Regarding the PMCoA, the CITY and COUNTY agree to the following:

A. It is agreed by CITY and COUNTY that the purpose, composition, and funding of the PMCoA be maintained as described in this agreement. Changes shall be made only upon mutual written agreement of CITY, COUNTY, and PMCoA.

B. Administrative responsibility: Administrative responsibility for the PMCoA will remain with the CITY.

C. Basic Funding: It is the policy of the CITY and COUNTY to provide one-half each of the required local funding for basic PMCoA operations described in the mutually approved work plan of the PMCoA.

D. Purpose: The purpose of the PMCoA shall be to provide leadership to improve the quality of living for aging persons, as well as disabled persons as set forth in ORS 410 (henceforth implied in reference to the elderly).

E. Activities: The PMCoA shall carry out the above purposes by:

1. Representing the interests of the elderly consumer on all matters relating to the development and administration of the Area Agency on Aging's Annual Plan of Action and the operations conducted thereunder;

2. Meeting the basic needs of the elderly and promoting independent and dignified living for them through the processes of evaluating the service system's capacity to meet basic needs and advocating for necessary changes in services;

3. Developing and providing ongoing review of goals, objectives and priorities for service delivery to the elderly in Portland/Multnomah County in conjunction with the CITY and COUNTY;

4. Providing ongoing advice and guidance on policy decisions and program development, both in the planning and implementation phases, to the Area Agency on Aging, the CITY and COUNTY governments;

5. Representing the views of older people in advising the Area Agency on Aging regarding development of a long range plan for a coordinated and comprehensive system of services and the development of an Annual Plan of Action which specifies strategies and activities to make progress toward meeting the goals of the long range plan;

6. Representing the views of older people to the general community and providing review and comment to elected officials, decision-makers, agencies and organizations regarding public issues and proposals of interest to older people;

7. Serving an advocacy role on behalf of older persons through:

- a. legislative advocacy before any legislative body, related to issues with significant impact on the elderly and aging services;

- b. education of the general public concerning issues affecting older persons through dissemination of information, including public forums and conferences;

- c. advocacy for needed programs and services in the public and private sector; and

- d. coordination of its advocacy activities with other groups.

8. Conducting studies and hearings to identify, categorize, and prioritize the needs of older persons in Portland and Multnomah County;

9. Preparing, publishing and disseminating its findings to the COUNTY and the CITY, the Area Agency on Aging and interested persons, groups and entities in the community; and

10. Assisting appropriate agencies in identifying and securing grants to help fund programs for older persons.

F. Membership: The PMCoA shall be composed of thirty-one (31) members. Members shall serve without compensation, except they may be reimbursed for reasonable expenses incurred in the performance of their duties. Representation shall be as follows

1. at least fifty-one percent (51%) shall be persons over age 60;
2. low income persons (125% federal poverty maximum) shall be represented at least in proportion to their number in Portland/Multnomah County;
3. racial minority persons shall be represented at least in proportion to their numbers in Portland/Multnomah County; and
4. adult disabled persons, as set forth in ORS 410 shall be represented at least in proportion to their numbers in Portland/Multnomah County;
5. distribution of membership shall encompass all areas of Multnomah County, including rural, as well as urban.

6. In addition, membership distribution shall be as follows:

a. one (1) consumer from each of the eight (8) District Advisory Councils, for a total of eight (8) members representing their respective Districts

b. one consumer from East County

c. one (1) elected official;

d. eight (8) members representing retired persons organizations;

d. one (1) consumer representing disabled persons;

e. twelve (12) members-at-large.

7. Appointment of members to the PMCoA shall be made as follows:

a. The Mayor of the CITY of Portland shall appoint four (4) consumers, representative of the North, Downtown, Northwest, and Near Northeast District Advisory Councils; five (5) members representing retired persons' organizations; and four (6) members-at-large.

b. The Multnomah COUNTY Board Chair shall appoint five (5) consumers, representative of the East County, Mid-County, Southwest, Northeast and Southeast District Advisory Councils; three (3) members representing retired persons' organizations; six (6) members-at-large and one consumer representing disabled persons.

c. The PMCoA shall appoint one (1) elected official.

8. A regular term of appointment shall be for three (3) years, with appointments staggered so that one-third of the membership is appointed each year. Members may serve no more than two (2) consecutive full terms.

9. If the appointing authority has not filled a position within sixty (60) days of receipt of the PMCoA's nominations, the PMCoA shall be empowered to appoint members to fill vacancies.

10. The primary staff shall be selected by the PMCoA, in accordance with the CITY Civil Service process, and shall be directly responsible to the PMCoA.

SECTION VIII. SEPARABILITY

Should any Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to specific Section of portion thereof directly specified in the decision. All other portions of the Agreement as a whole shall continue without interruption for the term hereof.

SECTION IX. TERM OF AGREEMENT

This continuation Agreement shall commence July 1, 1995 and continue until June 30, 1996 or until terminated or replaced. The agreement may be amended by written consent of the parties.

SECTION X. TERMINATION

All or part of this contract may be terminated by mutual consent by both parties, or upon 60 days written notice by either party, delivered to the designated contact person.

IN WITNESS, the parties have caused this instrument to be executed by their duly authorized officers.

CITY OF PORTLAND

COUNTY OF MULTNOMAH

By: _____
Vera Katz, Mayor Date
City of Portland

By: _____
Beverly Stein Date
Multnomah County Chair

By: _____
City of Portland Auditor

By: James McConnell 3/22/96
James McConnell,
Director, Aging Services
Department

By: _____
Becky Wehrli Date
Executive Director
Portland/Multnomah
Commission on Aging

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # _____ DATE _____

BOARD CLERK

REVIEWED:

City Attorney

REVIEWED:

LAWRENCE KRESSEL
County Counsel for Multnomah
County, Oregon

By: _____
City of Portland Attorney Date
Assistant County Counsel

By: Katie Gaetjens 3/28/96
Katie Gaetjens Date

#400236
ORIGINAL

INTERGOVERNMENTAL AGREEMENT FOR OPERATION
OF THE AREA AGENCY ON AGING: PMCoA OPERATIONS

SECTION I. INTRODUCTION

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SECTION II. RECITALS

A. WHEREAS, there are over 102,243 persons over the age of 60 in the CITY and the COUNTY; and

B. WHEREAS, CITY and COUNTY recognize the problems of those elderly persons with fixed incomes and frail health, and have demonstrated their support for services to this population; and

C. WHEREAS, pursuant to Section 305 of the Older Americans Act of 1965, as amended, the Senior and Disabled Services Division (hereinafter called the State) has designated the geographic boundaries of Multnomah County including the incorporated areas of the City of Portland, as one planning and service area; and

D. WHEREAS, the parties by concurrent action in 1974, and in keeping with the Intergovernmental Cooperation provisions of ORS Chapter 190, agreed to serve as the Area Agency on Aging (hereinafter called the AAA) to plan, coordinate and conduct a comprehensive social service delivery system for elderly residents within the boundaries of Multnomah County (the State designated service area) for the period beginning July 1, 1974 and continuing until this agreement is terminated or replaced; and

E. WHEREAS, the designation of an administrative unit to assume the responsibilities of the AAA is necessary to receive Federal funds under the Older Americans Act, State funds through Oregon Project Independence, and Federal/State funds under Title XIX of the Social Security Act; and

F. WHEREAS, the parties agreed in 1984 that the COUNTY would serve as the administrative unit for the Area Agency on Aging;

G. WHEREAS, the CITY and COUNTY are both committed through the Aging Policy for Portland and Multnomah County, dated 1982, to support specialized urban and human services to the elderly;

H. WHEREAS, it is the intention of the CITY and COUNTY to fund jointly the Portland/Multnomah Commission on Aging (hereinafter called PMCoA) as the citizens' advisory group to the Area Agency on Aging;

THEREFORE, CITY and COUNTY agree as follows.

SECTION III: AGREED/CITY AND COUNTY

A. CITY and COUNTY will continue to jointly fund the PMCoA as the citizen advisory group for the period of this agreement. Funding for the PMCoA will not be reduced as a result of CITY and COUNTY service negotiations.

B. The administrative responsibility for the PMCoA will remain with CITY.

C. The PMCoA shall serve as the CITY's representative of the Area Agency

on Aging to receive program reports and documents listed in Section V, Part A. The Aging Services Department shall serve as the COUNTY's representative of the Area Agency on Aging to develop the Annual Plan and other documents and reports listed in Section V, Part A.

SECTION IV: AGREED/CITY

A. CITY shall assure the maintenance of the basic functions of the PMCoA, including the following:

1. PMCoA shall provide to COUNTY, within 30 days of its request, comments on reports and documents received from COUNTY under the terms of this agreement.

2. PMCoA will meet regularly with Aging Services Department staff and provide written information requested and required by Aging Services Department for the administration of the funds designated for the Area Agency on Aging for Multnomah County.

3. PMCoA agrees to submit a final report on accomplishments, to be received by COUNTY, through Aging Services Department, within 90 days of the end of the fiscal year.

B. CITY shall assure maintenance during FY95/96 of additional activities to be performed by the PMCoA, including:

1. AAA Committee: Maintain and staff the Area Agency on Aging (AAA) Committee to:

a. Meet monthly to review long-term care and service policies, program implementation, unmet needs and client issues with Aging Services Department Director and selected Aging Services Department staff;

b. Participate with Aging Services Department staff in the monitoring and evaluation of Aging Services Department contracted services; Long Term Care Programs, including Branch operation and Protective Services; and Senior Help Line/24 Hour Crisis-Line;

c. Assist in design and implementation of new projects in Residential Care Facilities.

2. Multi-Ethnic Committee: Maintain and staff a Multi-Ethnic Committee to:

a. Meet monthly with Aging Services Department Staff to review policies, programs, unmet needs and client issues of ethnic minority groups needing Medicaid and other services;

b. Propose new programs and strategies to improve participation by ethnic seniors in the Medicaid and other programs;

c. Assist the Aging Services Department in outreach and information dissemination to ethnic elders;

d. Participate in monitoring and evaluation of Aging Services division programs and services to assure Aging services Department responsiveness to ethnic elders' needs.

C. CITY agrees to continue to staff and maintain through the PMCoA a committee to review operations and make recommendations regarding the Adult Care Home Licensing Program.

SECTION V: AGREED/COUNTY

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1. Annual Plan and any modifications thereto;
2. Copies of program performance reports.

B. COUNTY shall establish and maintain Aging Services Planning and Service-Area Districts within COUNTY boundaries and shall assure that an advisory committee is maintained for each of these designated districts. The District Advisory Committees shall have review and comment authority on all funds and services allocated to or established within the boundaries of their respective districts.

SECTION VI: COMPENSATION - METHOD OF PAYMENT

A. COUNTY, through the Board Chair's Office, agrees to make a lump sum to CITY upon receipt of an invoice for up to \$66,659 for Fiscal Year 1995/96 for basic support of the PMCoA

B. COUNTY, through the Aging Services Department, agrees to make quarterly payments to CITY (PMCoA) upon receipt of an invoice for activities as listed below:

- (1) maintain and staff the AAA Committee
Quarterly: \$2,767.50 Annual Total: \$11,070;
- (2) maintain and staff the Multi-Ethnic Committee
Quarterly: \$2,125 Annual Total: \$8,500;
- (3) maintain and staff the Adult Care Home Committee
Quarterly: \$5,172 Annual Total: \$20,688

C. COUNTY shall provide to CITY one-half of the required local funding for the basic PMCoA activities and additional funding for identified special projects. These funding amounts are listed in Table A: PMCoA FY 1995-96 Funding / COUNTY RESOURCES.

Table A: PMCoA FY 1995-96 Funding
COUNTY RESOURCES

County Fund Source/ City Program	County General Fund	Title XIX	Total Funds
Non-Departmental/PMCoA	\$ 66,659		\$66,659
AAA Committee		11,070	11,070
Multi-Ethnic Committee		8,500	8,500
Adult Care Home Committee	<u>4,965</u>	<u>15,723</u>	<u>20,688</u>
TOTAL	\$ 71,624	\$ 35,293	\$106,917

D. COUNTY shall pay a maximum of \$106,917 through this agreement. Any portion not used by PMCoA during Fiscal Year 1995/96 shall revert to COUNTY.

SECTION VII: PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCoA)

Regarding the PMCoA, the CITY and COUNTY agree to the following:

A. It is agreed by CITY and COUNTY that the purpose, composition, and funding of the PMCoA be maintained as described in this agreement. Changes shall be made only upon mutual written agreement of CITY, COUNTY, and PMCoA.

B. Administrative responsibility: Administrative responsibility for the PMCoA will remain with the CITY.

C. Basic Funding: It is the policy of the CITY and COUNTY to provide one-half each of the required local funding for basic PMCoA operations described in the mutually approved work plan of the PMCoA.

D. Purpose: The purpose of the PMCoA shall be to provide leadership to improve the quality of living for aging persons, as well as disabled persons as set forth in ORS 410 (henceforth implied in reference to the elderly).

E. Activities: The PMCoA shall carry out the above purposes by:

1. Representing the interests of the elderly consumer on all matters relating to the development and administration of the Area Agency on Aging's Annual Plan of Action and the operations conducted thereunder;

2. Meeting the basic needs of the elderly and promoting independent and dignified living for them through the processes of evaluating the service system's capacity to meet basic needs and advocating for necessary changes in services;

3. Developing and providing ongoing review of goals, objectives and priorities for service delivery to the elderly in Portland/Multnomah County in conjunction with the CITY and COUNTY;

4. Providing ongoing advice and guidance on policy decisions and program development, both in the planning and implementation phases, to the Area Agency on Aging, the CITY and COUNTY governments;

5. Representing the views of older people in advising the Area Agency on Aging regarding development of a long range plan for a coordinated and comprehensive system of services and the development of an Annual Plan of Action which specifies strategies and activities to make progress toward meeting the goals of the long range plan;

6. Representing the views of older people to the general community and providing review and comment to elected officials, decision-makers, agencies and organizations regarding public issues and proposals of interest to older people;

7. Serving an advocacy role on behalf of older persons through:

- a. legislative advocacy before any legislative body, related to issues with significant impact on the elderly and aging services;

- b. education of the general public concerning issues affecting older persons through dissemination of information, including public forums and conferences;

- c. advocacy for needed programs and services in the public and private sector; and

- d. coordination of its advocacy activities with other groups.

8. Conducting studies and hearings to identify, categorize, and prioritize the needs of older persons in Portland and Multnomah County;

9. Preparing, publishing and disseminating its findings to the COUNTY and the CITY, the Area Agency on Aging and interested persons, groups and entities in the community; and

10. Assisting appropriate agencies in identifying and securing grants to help fund programs for older persons.

F. Membership: The PMCoA shall be composed of thirty-one (31) members. Members shall serve without compensation, except they may be reimbursed for reasonable expenses incurred in the performance of their duties. Representation shall be as follows

1. at least fifty-one percent (51%) shall be persons over age 60;
2. low income persons (125% federal poverty maximum) shall be represented at least in proportion to their number in Portland/Multnomah County;
3. racial minority persons shall be represented at least in proportion to their numbers in Portland/Multnomah County; and
4. adult disabled persons, as set forth in ORS 410 shall be represented at least in proportion to their numbers in Portland/Multnomah County;
5. distribution of membership shall encompass all areas of Multnomah County, including rural, as well as urban.

6. In addition, membership distribution shall be as follows:

a. one (1) consumer from each of the eight (8) District Advisory Councils, for a total of eight (8) members representing their respective Districts

b. one consumer from East County

c. one (1) elected official;

d. eight (8) members representing retired persons organizations;

d. one (1) consumer representing disabled persons;

e. twelve (12) members-at-large.

7. Appointment of members to the PMCoA shall be made as follows:

a. The Mayor of the CITY of Portland shall appoint four (4) consumers, representative of the North, Downtown, Northwest, and Near Northeast District Advisory Councils; five (5) members representing retired persons' organizations; and four (6) members-at-large.

b. The Multnomah COUNTY Board Chair shall appoint five (5) consumers, representative of the East County, Mid-County, Southwest, Northeast and Southeast District Advisory Councils; three (3) members representing retired persons' organizations; six (6) members-at-large and one consumer representing disabled persons.

c. The PMCoA shall appoint one (1) elected official.

8. A regular term of appointment shall be for three (3) years, with appointments staggered so that one-third of the membership is appointed each year. Members may serve no more than two (2) consecutive full terms.

9. If the appointing authority has not filled a position within sixty (60) days of receipt of the PMCoA's nominations, the PMCoA shall be empowered to appoint members to fill vacancies.

10. The primary staff shall be selected by the PMCoA, in accordance with the CITY Civil Service process, and shall be directly responsible to the PMCoA.

SECTION VIII. SEPARABILITY

Should any Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to specific Section of portion thereof directly specified in the decision. All other portions of the Agreement as a whole shall continue without interruption for the term hereof.

SECTION IX. TERM OF AGREEMENT

This continuation Agreement shall commence July 1, 1995 and continue until June 30, 1996 or until terminated or replaced. The agreement may be amended by written consent of the parties.

SECTION X. TERMINATION

All or part of this contract may be terminated by mutual consent by both parties, or upon 60 days written notice by either party, delivered to the designated contact person.

IN WITNESS, the parties have caused this instrument to be executed by their duly authorized officers.

CITY OF PORTLAND

COUNTY OF MULTNOMAH

By: _____ Date _____
Vera Katz, Mayor
City of Portland

By: _____ Date _____
Beverly Stein
Multnomah County Chair

By: _____
City of Portland Auditor

By: James McConnell 3/22/96
James McConnell,
Director, Aging Services
Department

By: _____ Date _____
Becky Wehrli
Executive Director
Portland/Multnomah
Commission on Aging

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # _____ DATE _____

BOARD CLERK

REVIEWED:

City Attorney

REVIEWED:

LAWRENCE KRESSEL
County Counsel for Multnomah
County, Oregon

By: _____ Date _____
City of Portland Attorney
Assistant County Counsel

By: Katie Gaetjens 3/28/96
Katie Gaetjens Date

ORIGINAL

INTERGOVERNMENTAL AGREEMENT FOR OPERATION
OF THE AREA AGENCY ON AGING: PMCoA OPERATIONS

SECTION I. INTRODUCTION

This agreement is between the City of Portland, hereinafter called CITY, and Multnomah County, hereinafter called COUNTY. This agreement, subject to execution by all parties, will renew, amend and extend the Portland/Multnomah Commission on Aging (PMCoA) portion of the agreement originally executed on January 1, 1984 from July 1, 1995 through June 30, 1996.

SECTION II. RECITALS

A. WHEREAS, there are over 102,243 persons over the age of 60 in the CITY and the COUNTY; and

B. WHEREAS, CITY and COUNTY recognize the problems of those elderly persons with fixed incomes and frail health, and have demonstrated their support for services to this population; and

C. WHEREAS, pursuant to Section 305 of the Older Americans Act of 1965, as amended, the Senior and Disabled Services Division (hereinafter called the State) has designated the geographic boundaries of Multnomah County including the incorporated areas of the City of Portland, as one planning and service area; and

D. WHEREAS, the parties by concurrent action in 1974, and in keeping with the Intergovernmental Cooperation provisions of ORS Chapter 190, agreed to serve as the Area Agency on Aging (hereinafter called the AAA) to plan, coordinate and conduct a comprehensive social service delivery system for elderly residents within the boundaries of Multnomah County (the State designated service area) for the period beginning July 1, 1974 and continuing until this agreement is terminated or replaced; and

E. WHEREAS, the designation of an administrative unit to assume the responsibilities of the AAA is necessary to receive Federal funds under the Older Americans Act, State funds through Oregon Project Independence, and Federal/State funds under Title XIX of the Social Security Act; and

F. WHEREAS, the parties agreed in 1984 that the COUNTY would serve as the administrative unit for the Area Agency on Aging;

G. WHEREAS, the CITY and COUNTY are both committed through the Aging Policy for Portland and Multnomah County, dated 1982, to support specialized urban and human services to the elderly;

H. WHEREAS, it is the intention of the CITY and COUNTY to fund jointly the Portland/Multnomah Commission on Aging (hereinafter called PMCoA) as the citizens' advisory group to the Area Agency on Aging;

THEREFORE, CITY and COUNTY agree as follows.

SECTION III: AGREED/CITY AND COUNTY

A. CITY and COUNTY will continue to jointly fund the PMCoA as the citizen advisory group for the period of this agreement. Funding for the PMCoA will not be reduced as a result of CITY and COUNTY service negotiations.

B. The administrative responsibility for the PMCoA will remain with CITY.

C. The PMCoA shall serve as the CITY's representative of the Area Agency

on Aging to receive program reports and documents listed in Section V, Part A. The Aging Services Department shall serve as the COUNTY's representative of the Area Agency on Aging to develop the Annual Plan and other documents and reports listed in Section V, Part A.

SECTION IV: AGREED/CITY

A. CITY shall assure the maintenance of the basic functions of the PMCoA, including the following:

1. PMCoA shall provide to COUNTY, within 30 days of its request, comments on reports and documents received from COUNTY under the terms of this agreement.

2. PMCoA will meet regularly with Aging Services Department staff and provide written information requested and required by Aging Services Department for the administration of the funds designated for the Area Agency on Aging for Multnomah County.

3. PMCoA agrees to submit a final report on accomplishments, to be received by COUNTY, through Aging Services Department, within 90 days of the end of the fiscal year.

B. CITY shall assure maintenance during FY95/96 of additional activities to be performed by the PMCoA, including:

1. AAA Committee: Maintain and staff the Area Agency on Aging (AAA) Committee to:

a. Meet monthly to review long-term care and service policies, program implementation, unmet needs and client issues with Aging Services Department Director and selected Aging Services Department staff;

b. Participate with Aging Services Department staff in the monitoring and evaluation of Aging Services Department contracted services; Long Term Care Programs, including Branch operation and Protective Services; and Senior Help Line/24 Hour Crisis-Line;

c. Assist in design and implementation of new projects in Residential Care Facilities.

2. Multi-Ethnic Committee: Maintain and staff a Multi-Ethnic Committee to:

a. Meet monthly with Aging Services Department Staff to review policies, programs, unmet needs and client issues of ethnic minority groups needing Medicaid and other services;

b. Propose new programs and strategies to improve participation by ethnic seniors in the Medicaid and other programs;

c. Assist the Aging Services Department in outreach and information dissemination to ethnic elders;

d. Participate in monitoring and evaluation of Aging Services division programs and services to assure Aging services Department responsiveness to ethnic elders' needs.

C. CITY agrees to continue to staff and maintain through the PMCoA a committee to review operations and make recommendations regarding the Adult Care Home Licensing Program.

SECTION V: AGREED/COUNTY

A. COUNTY shall provide the following reports and documents to the PMCoA:

1. Annual Plan and any modifications thereto;
2. Copies of program performance reports.

B. COUNTY shall establish and maintain Aging Services Planning and Service-Area Districts within COUNTY boundaries and shall assure that an advisory committee is maintained for each of these designated districts. The District Advisory Committees shall have review and comment authority on all funds and services allocated to or established within the boundaries of their respective districts.

SECTION VI: COMPENSATION - METHOD OF PAYMENT

A. COUNTY, through the Board Chair's Office, agrees to make a lump sum to CITY upon receipt of an invoice for up to \$66,659 for Fiscal Year 1995/96 for basic support of the PMCoA

B. COUNTY, through the Aging Services Department, agrees to make quarterly payments to CITY (PMCoA) upon receipt of an invoice for activities as listed below:

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Quarterly: \$2,125 Annual Total: \$8,500;
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D. COUNTY shall pay a maximum of \$106,917 through this agreement. Any portion not used by PMCoA during Fiscal Year 1995/96 shall revert to COUNTY.

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1. Representing the interests of the elderly consumer on all matters relating to the development and administration of the Area Agency on Aging's Annual Plan of Action and the operations conducted thereunder;

2. Meeting the basic needs of the elderly and promoting independent and dignified living for them through the processes of evaluating the service system's capacity to meet basic needs and advocating for necessary changes in services;

3. Developing and providing ongoing review of goals, objectives and priorities for service delivery to the elderly in Portland/Multnomah County in conjunction with the CITY and COUNTY;

4. Providing ongoing advice and guidance on policy decisions and program development, both in the planning and implementation phases, to the Area Agency on Aging, the CITY and COUNTY governments;

5. Representing the views of older people in advising the Area Agency on Aging regarding development of a long range plan for a coordinated and comprehensive system of services and the development of an Annual Plan of Action which specifies strategies and activities to make progress toward meeting the goals of the long range plan;

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a. legislative advocacy before any legislative body, related to issues with significant impact on the elderly and aging services;

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8. Conducting studies and hearings to identify, categorize, and prioritize the needs of older persons in Portland and Multnomah County;

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F. Membership: The PMCoA shall be composed of thirty-one (31) members. Members shall serve without compensation, except they may be reimbursed for reasonable expenses incurred in the performance of their duties. Representation shall be as follows

1. at least fifty-one percent (51%) shall be persons over age 60;
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3. racial minority persons shall be represented at least in proportion to their numbers in Portland/Multnomah County; and
4. adult disabled persons, as set forth in ORS 410 shall be represented at least in proportion to their numbers in Portland/Multnomah County;
5. distribution of membership shall encompass all areas of Multnomah County, including rural, as well as urban.

6. In addition, membership distribution shall be as follows:

- a. one (1) consumer from each of the eight (8) District Advisory Councils, for a total of eight (8) members representing their respective Districts
- b. one consumer from East County
- c. one (1) elected official;
- d. eight (8) members representing retired persons organizations;
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7. Appointment of members to the PMCoA shall be made as follows:

- a. The Mayor of the CITY of Portland shall appoint four (4) consumers, representative of the North, Downtown, Northwest, and Near Northeast District Advisory Councils; five (5) members representing retired persons' organizations; and four (6) members-at-large.
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All or part of this contract may be terminated by mutual consent by both parties, or upon 60 days written notice by either party, delivered to the designated contact person.

IN WITNESS, the parties have caused this instrument to be executed by their duly authorized officers.

CITY OF PORTLAND

COUNTY OF MULTNOMAH

By: _____
Vera Katz, Mayor Date
City of Portland

By: _____
Beverly Stein Date
Multnomah County Chair

By: _____
City of Portland Auditor

By: James McConnell 3/22/96
James McConnell,
Director, Aging Services
Department

By: _____
Becky Wehrli Date
Executive Director
Portland/Multnomah
Commission on Aging

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # _____ DATE _____

BOARD CLERK

REVIEWED:

City Attorney

REVIEWED:

LAWRENCE KRESSEL
County Counsel for Multnomah
County, Oregon

By: _____
City of Portland Attorney Date
Assistant County Counsel

By: Katie Gaetjens 3/28/96
Katie Gaetjens Date

MEETING DATE: ~~03-28-96~~ **APR** 4 1996

AGENDA #: C-7

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA City of Portland Bureau of Parks and Recreation and Multnomah

County Community Corrections.
BOARD BRIEFING: DATE REQUESTED: 4-4-96

REQUESTED BY: Sherine Murphy

AMOUNT OF TIME NEEDED: 5 minutes

REGULAR MEETING: DATE REQUESTED: _____

AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Community Corrections DIVISION: Administration

CONTACT: Sherine Murphy TELEPHONE #: x6624
BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Revenue contract with the City of Portland Bureau of Parks and Recreation for providing trained crew leaders and Alternative Community Service crews to work in areas maintained by the Bureau.

4/5/96 ORIGINALS TO Sherine Murphy

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: M. Tamara Holden

BOARD OF
COUNTY COMMISSIONERS
96 MAR 28 PM 1:28
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

 Contract # 900026/97
 Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-7</u> DATE <u>4/4/96</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Community Corrections Division ACS Date 2/20/96
 Contract Originator Mike Santone Phone 248-3198 Bldg/Room 162/ACS
 Administrative Contact Sherine Murphy Phone 248-3701 Bldg/Room 162/ACS
 Description of Contract For the purpose of compensating Multnomah County for providing
trained crew leaders and Alternative Community Service crews to work in areas maintained
by the Bureau of Parks and Recreation.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name CITY OF PORTLAND
 Mailing Address 6437 S.E. Division
Portland, OR 97206
 Phone 823-1605
 Employer ID# or SS# _____
 Effective Date July 1, 1996
 Termination Date June 30, 1997
 Original Contract Amount \$ 113,075
 Total Amount of Previous Amendments \$ ---
 Amount of Amendment \$ 115,500
 Total Amount of Agreement \$ 228,575.00

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____
☐ Lump Sum \$ _____ ☐ Due on receipt
☐ Monthly \$ _____ ☐ Net 30
☒ Other \$ 28,875 ☐ Other _____
☐ Requirements contract - Requisition required.
 Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager M. Tamara Holden
 Purchasing Director (Class II Contracts Only) _____
 County Counsel [Signature]
 County Chair / Sheriff [Signature]
 Contract Administration (Class I, Class II Contracts Only) _____

Encumber: Yes ☐ No ☐
 Date 3-22-96
 Date _____
 Date 3/27/96
 Date April 4, 1996
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	021	2802			2773				115,500	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

INTER-GOVERNMENTAL AGREEMENT

This Agreement for Services (Agreement) is between the City of Portland, Oregon (City) and Multnomah County (Contractor).

RECITALS:

This agreement is for the purpose of paying Multnomah County for providing trained crew leaders and Alternative Community Service crews to work in areas maintained by the Bureau of Parks & Recreation.

AGREEMENT:

1. SCOPE OF CONTRACTOR SERVICES

(a) The Contractor shall provide services specifically to Portland Parks and Recreation. The Contractor shall provide the City those services set out below:

The Contractor shall provide the services of two full-time Alternative Community Service (A.C.S.) crew leaders to work in sites maintained by Portland Parks and Recreation.

The Contractor shall also provide nine A.C.S. crews per week.

(b) The Contractor shall provide the services set out in subsection (a) above in accordance with the schedule set out below:

(1.) The Contractor shall provide a total of nine crews per week for work in the City of Portland's Parks, golf courses and other sites. The crew leaders shall be employees of Multnomah County.

(2.) The contractor shall be the employer of the crew leader and is responsible for recruiting, training, payroll, benefits & discipline without limitation.

(3.) The City of Portland payment for said services shall include the costs of the salary and benefits for two full-time crew leader positions, costs of crew transportation, and equipment and supplies to support the crews. The Contractor shall provide all insurance called for in this contract.

(4.) The Contractor shall perform all the administrative tasks of recruiting and screening A.C.S. clients to perform work for the Parks Bureau.

2. SCOPE OF CITY SERVICES

(a) The City shall provide the tools and supplies necessary to complete the job assignments at the work sites. The City shall provide a calendar of work to be performed in a timely manner. The Park Bureau's Senior Facilities and

Maintenance Supervisor shall assist the contractor in scheduling work sites, insuring adequate technical assistance is available when appropriate, and specialized equipment is accessible as necessary.

The City shall assist in training the crew leaders specifically in technical areas of Park Operations and where the crew leaders will be responsible for directing the work of others without benefit of the expertise of other Park and Recreation employees.

(b) The City shall perform the services set out in subsection (a) above in accordance with the schedule set out below:

(1.) The City shall provide a monthly schedule of the work to be performed.

(2.) Prior to the work day, or on the work site, the City shall provide technical training to the crew leaders on how the work is to be performed.

3. COMPENSATION

The City shall pay the Contractor for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to

perform the work and services.

The City shall pay the contractor an amount not to exceed \$115,500 as compensation for the Contractor's work.

4. BILLING AND PAYMENT PROCEDURE

The Contractor's billing and City's payment procedures shall be as set out below:

Prior to the beginning of each quarter, the Contractor shall submit to the City a bill for services for that quarter, equal to 1/4 of the total compensation. All compensation provided for under this contract shall be submitted by the contractor no later than two weeks prior to June 30, 1997.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of July 1, 1996 and shall terminate as of June 30, 1997.

6. EARLY TERMINATION OF AGREEMENT

(a) The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its' sole discretion.

(c) Either the City or the Contractor may terminate

this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. PAYMENT ON EARLY TERMINATION

(a) In the event of termination under subsection (6a) or (6b) (EARLY TERMINATION OF AGREEMENT), hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 6(c) (EARLY TERMINATION OF AGREEMENT), hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of early termination all Contractor's work product will become and remain property of the City.

8. CITY PROJECT MANAGER

(a) The City Project Manager shall be Anne

Kowalishen, Senior Facilities and Maintenance Supervisor, or such other person as shall be designated in writing by the Director of Portland Parks and Recreation.

(b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

9. COMPLIANCE WITH LAWS

In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

10. OREGON LAW AND FORUM

(a) This Agreement shall be construed according to the law of the State of Oregon.

(b) Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of

Oregon.

11. INDEMNIFICATION

(a) The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising out of the acts, errors, or omissions, of the contractor or any subcontractor's work under this Agreement.

(b) The City shall hold harmless, defend, and indemnify the Contractor and the Contractor's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising out of the acts, errors, or omissions of the City under this Agreement.

12. LIABILITY INSURANCE

(a) The Contractor is a fully self-insured government agency. The Contractor shall provide to this City a certificate evidencing it is a self-insured for purposes of Workers' Compensation as required by ORS 656.430 before this agreement is executed.

(b) The City shall provide coverage for city owned

motor vehicles.

13. WORKERS' COMPENSATION INSURANCE

(a) The Contractor, its subcontractors, if any, and all employees working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit A, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event the Contractor's workers' compensation insurance coverage is due to expire during the term of this Agreement, the Contractor agrees to timely renew its insurance as a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

14. SUBCONTRACTING

The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the

written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement.

Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligations other than its obligations to the Contractor hereunder. Contractor agrees that if subcontractors are employed in the performance of this Agreement, Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

15. ASSIGNMENT

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

16. INDEPENDENT CONTRACTOR STATUS

(a) The contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.

(b) The Contractor, its employees, and A.C.S. workers are not employees of the City and are not eligible for any benefits through the City, including without limitation federal social security, health benefits, workers'

compensation, unemployment compensation, and retirement benefits.

17. NOTICE

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

If to the City: Anne Kowalishen (or replacement)
Senior Facilities & Maintenance
Supervisor
6437 SE Division
Portland, OR 97206

If to the Contractor: Tamara Holden (or replacement)
Director
421 SW 5th, Suite 600
Portland, OR 97205

18. SEVERABILITY

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

19. AMENDMENTS

(a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If authorized by the City Council, the Project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

20. PROGRESS REPORTS

The Contractor shall provide quarterly progress reports to the Project Manager. Each progress report shall contain the following information.

- (a) Park District or work unit receiving service
- (b) Specific parks or sites receiving service
- (c) General type of work performed
- (d) Crew days worked
- (e) Actual number of clients involved
- (f) Total hours per Park District or Work unit

(g) Approximate value of service (based on
\$7.34 (+COLA) wage)

21. INTEGRATION

This Agreement contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements. This agreement supersedes the agreement authorized by Ordinance 168802. That agreement is hereby terminated.

22. NON-WAIVER

The City and the Contractor shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

23. PROHIBITED INTEREST

No City of Portland Park Bureau employee who participated in the award of this Agreement shall be employed by the Contractor's Department of Community Corrections during the period of the Agreement.

24. PAYMENTS TO VENDORS AND SUBCONTRACTORS

The Contractor shall pay timely all suppliers, lessors, and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

25. FUNDS

City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

26. COMMENCEMENT OF WORK

Contractor agrees that work being done pursuant to this contract will not be commenced until after:

(a) Workers' compensation insurance is obtained, as outlined in Section 16, WORKERS' COMPENSATION INSURANCE; and,

(b) this Agreement is fully executed by the parties and approved by the City Attorney's Office; and,

(c) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

27. ADDITIONAL PROVISIONS

APPROVED AS TO FORM:

MULTNOMAH COUNTY

CONTRACTOR:

M. Tamara Holden

APPROVED AS TO FORM:

By:

Jacqueline Weber
MULTNOMAH COUNTY

By:

Tamara Holden

Title:

Director, Multnomah Co.

Department of Corrections

COUNSEL

Date:

March 22, 1996

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-7 DATE 4/4/96
DEB BOGSTAD
BOARD CLERK

By:

Beverly Stein

Name:

Beverly Stein

Title:

Chair, Multnomah County

Board of Commissioners

Date:

April 4, 1996

By:

Mike Santone

Name:

Mike Santone

Title:

Program Administrator

Date:

APPROVED AS TO FORM:

CITY OF PORTLAND

By:

By:

Name:

CITY ATTORNEY

Title:

Date:

MEETING DATE: APR 4 1996
AGENDA NO: C-8
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Purchase Contract to Auction Purchasers.
BOARD BRIEFING: Date Requested: _____
Amount of Time Needed: _____
REGULAR MEETING: Date Requested: _____
Amount of Time Needed: 5 minutes
DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation
CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title
PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

Request approval of Purchase Contract #15810 to Auction purchasers,
MIKE FAHEY & DENNY REYNOLD.

Contract #15810 and Board Order attached.

4/5/96 ORIGINAL CONTRACT & COPIES OF ALL
TO TAX TITLE
SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

OR
DEPARTMENT
MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
96 MAR 25 AM 11:38
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing Execution of Contract)	
15810 for the Sale of Certain Tax)	ORDER
Acquired Real Property to Mike)	96-56
Fahey and Denny Reynolds)	

WHEREAS, Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as provided by law, offered said property at public sale, and did receive from MIKE FAHEY and DENNY REYNOLDS a bid for the sum of \$11,600.00 which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$2,900.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 10 percent per annum; that the Sheriff did deliver to the bidders a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid; and

WHEREAS, the said bidders have surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered by Multnomah County; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners enters into a contract with MIKE FAHEY and DENNY REYNOLDS for the sale of the following described real property:

Lot 12-16, BLOCK 25 EAST ST JOHNS, a recorded subdivision in the County of Multnomah, State of Oregon:

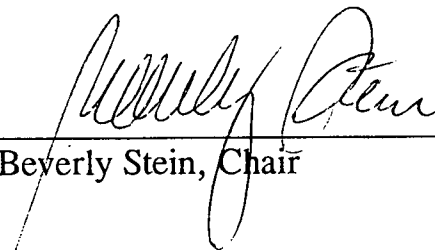
for the sum of \$11,600.00, payable as follows: \$2,900.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$401.51 each, over a term of 24. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the purchasers to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term

is defined in 1989 Or Law Ch 791, § 1-4 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or purchasers' interest therein to forfeiture or the risk of forfeiture.

DATED this 4th day of April, 1996.

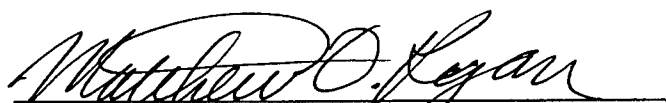


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON


Matthew O. Ryan, Assistant Counsel

CONTRACT 15810

THIS AGREEMENT, made this 4th day of April, 1996 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and MIKE FAHEY and DENNY REYNOLD hereinafter called Purchasers; the County agrees to sell to Purchasers the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

LOT 12-16, BLOCK 25 EAST ST JOHNS, a recorded subdivision in Multnomah County, State of Oregon.

A. Purchase Price.

Purchasers agree to pay the sum of \$11,600.00, to be paid \$2,900.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$401.51 over a term of 24 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1996 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchasers shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchasers agree to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchasers shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchasers of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter. Tax escrow payment is to be paid on the 15th of each and every month along with the installment payment.

3. If paragraph B2 is not applicable, a tax payment is past due under section D1, if not paid within 10 days after the trimester due dates (November 15, February 15, and May 15).

C. Terms and Conditions.

1. Purchasers agree to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchasers will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchasers and shall not permit any waste or removal of all or part of the improvement.

3. Purchasers will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined 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 or the County's or Purchasers' interest therein to forfeiture or the risk of forfeiture.

4. Purchasers 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. In this connection, Purchasers shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchasers will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchasers or Purchasers' agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchasers demonstrate to County's reasonable satisfaction that such Hazardous Material is necessary to Purchasers' 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;

6. As used in this Agreement, 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.

7a. Purchasers 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 Purchasers are entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchasers 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 Purchasers or purchasers' agents or contractors results in

any contamination of the property, Purchasers shall promptly take all actions at Purchasers' 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 Purchasers 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 of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchasers 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 Purchasers 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, Purchasers shall give immediate notice to County. County may make proof of loss if Purchasers fail to do so within fifteen days of casualty.

D. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchasers fail to make any payment within ten days after it is due;

2. Purchasers fail to perform or comply with any condition and do 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, fail to commence and pursue curative action with reasonable diligence.

3. Purchasers become insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchasers' property or properties; Purchasers make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy; or Purchasers are subject to an involuntary bankruptcy which is not dismissed within ninety days.

4. Purchasers make or allow to be made a fraudulent transfer under applicable federal or state law, conceal any of their property from creditors; make or allow to be made a preference within the meaning of the federal bankruptcy laws; or allow a lien or distraint upon any of their property.

E. Tax Notice

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

MIKE FAHEY
DENNY REYNOLD, 9023 N GILBERT PLACE, PORTLAND OR 97203

F. Assignment

No assignment of this agreement 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 agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchasers.

G. Conveyance of Title

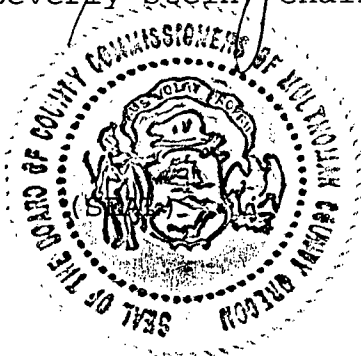
Upon complete performance by Purchasers of all the terms and conditions of this contract, County agrees to convey to Purchasers the title to the aforesaid property by Bargain & Sale Deed.

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 PERSONS ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, Purchasers have set their hands 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
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein Chair



By Mike Fahey
MIKE FAHEY

By Denny Reynolds
DENNY REYNOLD

REVIEWED:

By Laurence Kressel
Laurence Kressel, County Counsel
for Multnomah County, Oregon

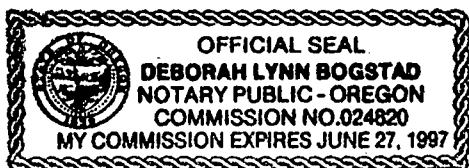
CONTRACT APPROVED:

By Janice M. Druian
Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 4th day of April, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad

Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: APR 4 1996

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

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of Deed to contract purchaser for completion of Contract #15750
(Property purchased at Auction).

Deed D961295 and Board Order attached.

4/5/96 ORIGINAL DEED & COPIES OF AU TO TAX TITLE

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 MAR 25 AM 11:38

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

(OR)
DEPARTMENT
MANAGER: *James M. De Lande & Nicholas*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

Matthew O. Ryan, Assistant Counsel

EXHIBIT A

14040-4070

A tract of land in Lots 4,5 & 7, Block 65, CARTERS ADDITION to Portland, a recorded subdivision in Multnomah County, State of Oregon described as follows:

Beginning at the Northwest corner of Lot 5; thence Southerly along the West line of said Lot 5 a distance of 45'; thence East 112'; thence Northerly parallel with the West line of said Lot 5 and extension, 70'; thence Westerly parallel with the South line of Lots 4 & 7 to Canyon Road; thence Southerly along said road to the Southwest corner of Lot 7; thence Easterly along the South line of Lot 7, 250' to the beginning.

Except that part in street per Book 96, Page 720 recorded December 12, 1963, in Multnomah County Deed Records.

DEED D961295

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to STEPHEN A. HOuze and & SUSAN M. SVETKY, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

AS DESCRIBED ON ATTACHED EXHIBIT A, TL #29 OF LOT 5, BLOCK 65 CARTERS ADD TO PORTLAND, a recorded subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$4,300.00.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

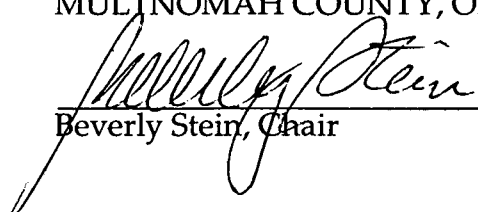
Until a change is requested, all tax statements shall be sent to the following address:

STEPHEN A. HOuze & & SUSAN M. SVETKY
1965 SW MONTGOMERY PLACE
PORTLAND OR 97201

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 4th day of April, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair


REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By


Matthew O. Ryan

By


K. A. Tuneberg

After recording, return to Multnomah County Tax Title (166/300)

EXHIBIT A

14040-4070

A tract of land in Lots 4,5 & 7, Block 65, CARTERS ADDITION to Portland, a recorded subdivision in Multnomah County, State of Oregon described as follows:

Beginning at the Northwest corner of Lot 5; thence Southerly along the West line of said Lot 5 a distance of 45'; thence East 112'; thence Northerly parallel with the West line of said Lot 5 and extension, 70'; thence Westerly parallel with the South line of Lots 4 & 7 to Canyon Road; thence Southerly along said road to the Southwest corner of Lot 7; thence Easterly along the South line of Lot 7, 250' to the beginning.

Except that part in street per Book 96, Page 720 recorded December 12, 1963, in Multnomah County Deed Records.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 4th day of April, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad

Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: APR 4 1996

AGENDA NO: C-10

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser for completion of Contract #15391 (Property repurchased by former owner).

Deed D961298 and Board Order attached.

4/5/96 ORIGINAL Deed & Copies of All to Tax Title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: Amie M. Dr. Louis E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

12/95

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 MAR 25 AM 11:38

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D961298 Upon Complete Performance of) ORDER
a Contract to) 96- 58
KENNETH L. JESSIE)

It appearing that heretofore, on December 17, 1986, Multnomah County entered into a contract with KENNETH L. JESSIE for the sale of the real property hereinafter described; and

That the above contract purchaser have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchaser;

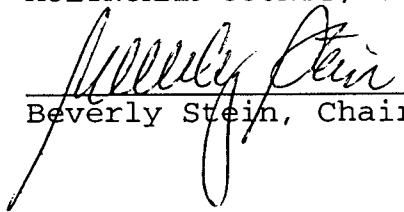
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 9, BLOCK 3 PIEDMONT, a recorded subdivision in Multnomah County, State of Oregon.

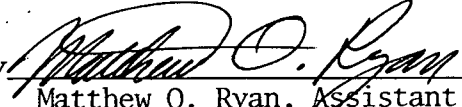
Dated at Portland, Oregon this 4th day of April, 1996.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant Counsel

DEED D961298

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to KENNETH L. JESSIE, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 9, BLOCK 3 PIEDMONT, a record subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$8,867.06.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

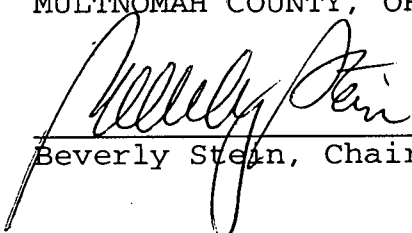
Until a change is requested, all tax statements shall be sent to the following address:

KENNETH L. JESSIE, 5616 NE RODNEY AVE, PORTLAND OR 97211

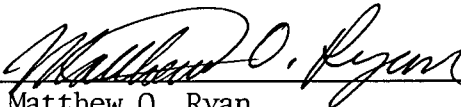
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 4th day of April, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stearn, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
Matthew O. Ryan

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

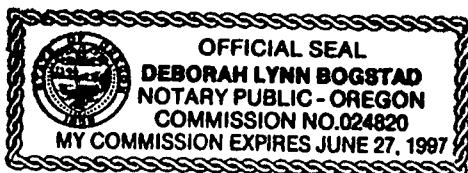
By 
K. A. Tuneberg

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 4th day of April, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

#1

PLEASE PRINT LEGIBLY!

MEETING DATE 4-4-96

NAME

Sherry L. Dahlen

ADDRESS

6200 N. Lyndon

STREET

Fort 0897203

CITY

ZIP

R-1
Perloff

I WISH TO SPEAK ON AGENDA ITEM NO.

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

CHRIS MEETING DATE

4/7/96

NAME

C Hollmer

ADDRESS

7327 N Kellogg
STREET

PDX

CITY

OR

97203

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-1
SUPPORT _____ OPPOSE ☒

SUBMIT TO BOARD CLERK

PAROLE
OFFICE / ST. JOHNS

◆◆◆
6702 N Syracuse ◆ Portland, Oregon 97203 ◆ Multnomah
Phone (503) 286-3873

April 04, 1996

Beverly Stein, Multnomah County Chair
1120 SW 5th, Room 1515
Portland, OR 97204

Dear Commissioner Stein,

We are once again disappointed in your lack of consideration for our St. Johns area neighborhoods. The Citizen Involvement Committee, recently held a meeting at the St. Johns community center for the purpose of forming a Good Neighbor Advisory board for the proposed St. Johns Neighborhood Parole Office, at this meeting were the same city and county officials that have not in the past been able to do adequate community outreach in the siting process of the St. Johns Neighborhood Parole Office. If you have learned anything by the large amount of public outcry, it should be that you cannot depend on the neighborhood associations to do the counties' community outreach for you, but the neighborhood associations are who the CIC invited to help Bill Jackson and Frank Grace form the advisory board.

We are requesting that the, Department of Community Corrections make a liaison officer available to the community at large on a monthly basis until your doors close. We feel the neighbors should have direct input, to help identify problems and resolve issues, as they arise. We have the ability and the desire to notify and involve our neighbors in all the decision making processes on concerns affecting our neighborhoods. In the last 65 days we have held four community meetings where, at each meeting, more than 150 neighbors have gathered to learn about and voice their opinions on neighborhood matters.

We will hold our fifth meeting tonight at the St. Johns community center at 7:45 PM, you are all invited to join us. At tonight's meeting we will be discussing, how far along in the injunction process we are, as well as how we want to word the petition to change the county charter so that no other neighborhood has to go through the emotional turmoil we are experiencing.

Perhaps we should say it again, we were not notified, there was no impact study done, this location is too close to homes and schools. We are concerned about an increase in property crimes and a decrease in property values. We fear the livability of our community will be sacrificed. We feel a deep responsibility to be proactive in securing the safest environment we can, to raise our children, and to care for our parents and grandparents. St. Johns holds our past, our present and our future, so we will hold our meetings and continue to picket until, you realize what we already know, this site may have been an available site, but it is not an appropriate site. Please relocate this facility, away from homes and schools.

Sincerely,



Sherry L. Dahlen and Clair L. Dahlen

Dear Commissioner

I would like to tell you about my recent experience with CIC, to illustrate some reasons why the citizens of Portland and the County Commissioners currently find themselves at odds.

A resident of St. Johns, I was asked last week, via a message on my answering machine, if I would attend a meeting regarding DCC's outreach to the citizens.

I spoke with Mr. Legry, and the goal of the meeting was outlined to me as a brainstorming session about "stakeholders" in a reformed DCC communication process for future parole and probation office sitings. I said that I would participate on that topic, but expressed that my desire to participate in the correction of the County's notification process should in no way imply any alteration in my opposition to the site in St. Johns. Mr. Legry replied that this group would not address specific sites.

When I asked why he called me to attend, Mr. Legry said he had been given my name by Kevin O'Sullivan. He said that he had tried to contact a number of other people from the neighborhoods to attend this meeting: Chuck and Denise Faisels, Sherry Dahlen, Ruth Tuttle, Lee Poe, Hank Miggins and so on. I told Mr. Legry that it was likely most of those people would be at the meeting, and his concern was only for the size of the room.

When I arrived at the meeting, I was angered to find that I had was at a "Good Neighbor Policy Board Meeting" and on the agenda I was listed as representing some entity known as "Concerned Citizens Group."

I have NEVER represented anyone but myself in this opposition to the parole center and the county's handling of siting and outreach. I was never asked if I represented the group views, nor was the group ever asked to choose me or anyone else to speak for them.

I would not take such a responsibility lightly. The people of St. Johns are outraged by the County's acts. Over 600 people have signed a petition protesting the Lombard/Burr parole office. Hundreds of people give up their time to attend community meetings, picket, hand out flyers, call and write to politicians and media. Those people deserve to be represented by a person they choose, not by someone anointed by the County.

To reach out and choose someone out of a crowd is a cynical tactic, designed to breed divisiveness in a group. If the county was sincere in its solicitation of our participation, why did it not ask the group as a whole to a meeting, or ask for us to choose our own representatives?

As to a "Good Neighbor" meeting: I take extreme offense at the bait-and-switch technique used by Mr. Legry. If the meeting had been presented to me as a "Good Neighbor" meeting, I probably would have declined to attend until the issue of siting was resolved to the satisfaction of the residents of St. Johns. As much as I understand the need for resolution of this conflict, I am no Neville Chamberlain. The rights of the citizens have been so abused by the county, that now there should be NO discussion of how a community can work with parole officers until the disputed office is moved to an acceptable site.

Returning to the subject of the meeting, I was dismayed at the County's list of invitees. Leora Mahoney, Laurel Buttman, and Michael Byerley were listed as representing their respective Neighborhood Associations. Derry Jackson was present to represent his Neighborhood Association, and as CIC chair. According to the tax filings with the IRS, the neighborhood associations nonprofit status allows them to do educational or charity work, but DOES NOT allow them to advocate.

The county has been *frequently* informed of the impropriety of soliciting a Neighborhood Association's support for projects, and using that support to imply the support and awareness of an entire neighborhood, to the point where such relationships became the subject of an Oregonian editorial. North Portlanders feel their Neighborhood Associations do not represent them. They are discouraged from participating by the antagonism written into the bylaws regarding voting rights, and by the attitude of the "old-timers" who see new faces as challenges to an entrenched power structure. Failure to file records, such as meeting agendas, and lack of financial accountability add to my own mistrust of Neighborhood Associations.

I told Mr. Legry that while I welcomed the opinions of the Neighborhood Chairs as residents of North Portland, I would not accept their opinions as those of their neighborhoods. He made no clarification, leaving me to believe that he felt they were there to speak as the Chairs, not as private citizens. The insensitivity or unawareness on the part of CIC to the many, many complaints about Neighborhood Associations representing themselves as speaking for residents is inexcusable, if not deliberate. I also find it curious that while this meeting was presented to me as not site-specific, the participants, and specifically the NA Chairs, were all those effected by the proposed St. Johns parole office.

Mr. Legry was as conveniently hard of hearing when other issues were raised. While he stated to me Monday morning that he had invited the people mentioned above, and implied that everyone who came would be welcome to participate, Monday evening found him stating that only the opinions of the people "at the table" (i.e., those people listed on the list of invitees) would be considered. This meant two neighbors of a proposed parole office, five Neighborhood Association officials, a DA, and six County officials. Our fears that any meetings with CIC would be stacked were confirmed.

Though this was supposed to be a brainstorming session, facilitated impartially by Mr. Legry, he clearly had an agenda to fulfill. Discussing the size of the committee to be formed, he proposed his preferred size. After several minutes of discussion, when that number was not chosen, and others numbers were being offered, he simply went ahead and wrote down HIS number as the de facto size of the committee. When we protested, he insisted that our group size was not right. After further protests, he grudgingly wrote down the number we proposed, saying "I don't want to do this . . ."

Again, when we were discussing stakeholders, Mr. Legry ignored the rules by which we were deciding whether groups represented governmental or residential interests, in whether they received funds from government, and were therefore likely to be manipulated by threats of having funding reduced, and marked Neighborhood Associations as a residential interest group. We protested again and again, but he resisted changing the designation, though there was no question that

Neighborhood Associations receive money from MANY governmental agencies. He was only willing to change the designation, when it was pointed out to him that there were still lots of slots open for government groups. He obviously wanted to be sure that the Associations were included.

Once stakeholder groups were named, Mr. Legry wanted names of representatives. We again protested, saying that we would like to ASK people whether they wished to represent a specific group, and also saying that WE would like some time to think about who we thought would make a good and fair representative. He ignored our concerns, and with alarming ease, the city and county people filled in the names for almost all the named groups. No one stopped and thought, or discussed the merits of various candidates. The majority of the names were unknown to us as residents of North Portland and St. Johns. It was as if it had been planned out in advance.

Mr. Legry was not facilitating a brainstorming session, he was manipulating a hand-picked group of participants. Our concerns about the process of this meeting were reasonable and justified, but Mr. Legry ignored them. The "open and honest" communication was corrupted by a tainted facilitator.

When we asked what our options were if we did not like the process through which CIC was creating this committee, we were told we could leave. I assume that our non-participation would not have meant a disbandment of the group; the group would have just gone ahead without ANY citizen involvement. CIC stands for Citizen Involvement Committee, but ironically it does not appear that any are necessary for its existence.

The whole experience was frustrating and disheartening. While I would willingly participate in discussions of how the situation in St. Johns could be avoided in the future, I will not be railroaded into participating in a group so clearly being manipulated to justify previously made decisions.

The County and DCC alone are responsible for squandering the goodwill and flaming the frustration of the residents of St. Johns. This meeting lived up to some of our worst expectations.

We ask that you, as County Commissioners, listen to the voices of the residents of St. Johns and move the parole office to an acceptable site. With that one gesture, you will find many people who are willing to work with DCC for positive change, both in day-to-day practice, and in future communications with neighborhoods. Until that action is taken by the County, the resolve of the neighborhood is strong. We will continue our protest activities, and our ranks will grow.

I am always willing to discuss the criteria for an acceptable site, and how I would like to see a neighborhood informed of such sitings. Please call me if you would like to speak further.

Sincerely,

Christine Hillmer

MEETING DATE: APR 4 1996

AGENDA NO.: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Proclamation: April, 1996 as Earthquake Preparedness Month

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: April 4, 1996

Amount of Time Needed: 3 min

DEPARTMENT: Department of Support Services DIVISION: Emergency Management

CONTACT: Mike Gilsdorf TELEPHONE #: 251-2466

BLDG/ROOM#: 313-204

PERSON(S) MAKING PRESENTATION: Mike Gilsdorf

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Proclamation: April, 1996 as Earthquake Preparedness Month to encourage all citizens to take a personal interest in increasing their awareness of and preparedness for the possibility of a major earthquake or other major disaster in their community, as well as taking steps to increase their safety.

4/4/96 ORIGINAL TO MIKE GILSDORF

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Steind

OR

DEPARTMENT MANAGER: NSA

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
96 MAR 28 PM 12:40
MULTNOMAH COUNTY
OREGON

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

RECEIVED

MAR 28 1996

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MIKE GILSDORF
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: MARCH 25, 1996

REQUESTED PLACEMENT DATE: April 4, 1996

RE: Proclamation: April, 1996 "Earthquake Preparedness Month"

I. Recommendation/Action Requested:
(Concise listing of recommendation/action requested.)

Approve Proclamation to declare "April 1996 as Earthquake Preparedness Month"

II. Background/Analysis:
(Explanation of the item. This section should be as detailed as necessary to provide the BCC with the information it needs to make a decision. Why does this item have to go to the Board? What has the Board already seen about this issue?)

For the past three years (1993, 1994, & 1995) the Board of County Commissioners has proclaimed April as Earthquake Preparedness Month. The Proclamation has been focused on encouraging all citizens to take a personal interest in increasing their awareness of and preparedness for the possibility of a major earthquake or other major disaster in their community, as well as taking steps to increase their safety.

III. Financial Impact:
(Revenue/Expenditure? Address current and long term issues. Is it going to result in a budget modification? If so, what is the timeline. If it is a budget modification, what caused the need for change? Has the budget office been consulted? Detailed explanation.)

Cost to support Earthquake Month activities has been pre-identified and budgeted into the Fiscal Year budget. This agenda item has no additional financial or budgetary impact.

IV. Legal Issues:
(What are the legal issues? How do you know? Cite ORS, ordinance or administrative procedure if appropriate.)

We are aware of no legal issues.

V. Controversial Issues:
(Policy/Political)

The County has Proclaimed April as Earthquake Preparedness Month for three consecutive years. There have been no controversial issues and we do not expect there will be any this year.

VI. Link to Current County Policies:
(Consistent/Changes Needed)

This proclamation is tied to County Benchmark #95 Community Preparedness- percentage of residences, institutions, and businesses which are prepared for an emergency by being able to sustain themselves for 72 hours. This benchmark measures the extent to which the emergency service providers have communicated with and educated the public about emergency preparedness.

VII. Citizen Participation:
(What has been the degree of citizen involvement - Formal, i.e., task force or committee - Informal input? Do you anticipate citizen testimony at the board meeting?)

None

VIII. Other Government Participation:
(Does it affect another jurisdiction/county department? Do they know about it?)

None

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

In the Matter of Proclaiming April,)	P R O C L A M A T I O N
1996, Earthquake Preparedness)	96- 59
Month in Multnomah County)	

WHEREAS, Oregon has suffered considerable damage from several small earthquakes in the last few years; and

WHEREAS, scientific evidence indicates that Multnomah County is at risk for a major earthquake in the future; and

WHEREAS, there is currently no accurate way to predict when an earthquake will occur; and

WHEREAS, the loss of life and property can be greatly reduced if appropriate earthquake preparedness measures are taken BEFORE such an earthquake occurs; and

WHEREAS, emergency management agencies will highlight these lifesaving procedures and provide earthquake safety information to citizens during the month of April; and

WHEREAS, because it may not be possible to overcome physical barriers caused by an earthquake; individual, family, and organizational preparedness is crucial to survival during the first 72 hours after a major disaster until relief assistance can arrive; now therefore

The Board of County Commissioners HEREBY PROCLAIMS April, 1996 as **EARTHQUAKE PREPAREDNESS MONTH** in Multnomah County, Oregon, and encourages all citizens to take a personal interest in increasing their awareness of and preparedness for the possibility of a major disaster in their community, as well as taking steps to increase their safety.

PROCLAIMED this 4th day of April, 1996.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair



MEETING DATE: APR 04 1996

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

Ratification of Memorandum of Agreement concerning transition
SUBJECT: of certain duties performed by Civil Deputies

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: April 4, 1996

Amount of Time Needed: 5 minutes

DEPARTMENT: Dept of Support Svcs **DIVISION:** Labor Relations

CONTACT: Darrell Murray **TELEPHONE #:** 248-5135 x2595
BLDG/ROOM #: B106/1400

PERSON(S) MAKING PRESENTATION: Kenneth W. Upton

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

This agreement has been negotiated pursuant to the direction of the Board of County Commissioners and Multnomah County Sheriff's Office to permit reassignment of certain higher-risk civil deputy duties to Deputy Sheriffs better suited by training to perform these duties.

4/5/96 ORIGINALS TO LABOR RELATIONS

BOARD OF
COUNTY COMMISSIONERS
96 MAR 26 PM 2:31
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

0516C/63

MEMORANDUM OF AGREEMENT

Article I. Parties

The parties to this Memorandum of Agreement ("MOA") are Multnomah County, Oregon ("County"), the Sheriff of Multnomah County ("Sheriff"), and AFSCME Local 88 ("Union"). The Parties agree as follows:

Article II. General Purpose

The sheriff desires to reassign duties between certain personnel to reduce operating costs and more efficiently use employee skills. This reassignment will be of an indefinite duration. Specifically, certain higher risk civil deputy functions presently performed by civil deputies in the Civil Process unit the Union will be reassigned to deputy sheriffs and law enforcement sergeants. Throughout the transition, the Sheriff, County, and Union desire to ensure a sense of job security and continuity for affected employees. The purpose of this MOA is to set forth terms under which the Sheriff shall effect these staffing transitions.

Article III. Transition Plan

Section 1. Service of enforcement/execution process functions historically performed within the Civil Process unit by Civil Deputies in the local 88 bargaining unit may be assigned to deputy sheriffs.

Article IV. General Terms

Section 1. To the extent, if any, that the terms of the current County-Union collective bargaining agreements conflict or is inconsistent with the terms of the MOA, the terms of the affected collective bargaining agreement are deemed waived to the extent of such conflict or inconsistency. The parties hereby waive any duty to bargain over any decision or impact which the Sheriff or County may have had concerning any subject of bargaining in connection with the above stated transition plan.

Section 2. This MOA is not intended to effect or facilitate a change of union representation. Unless ordered by the Oregon Employment Relations Board or otherwise agreed by the parties, the Union will continue to represent Civil Deputies and the MCDSA will continue to represent deputy sheriffs and law enforcement sergeants assigned to the Civil Process unit. No petition concerning the representation of such employees may be filed prior to the window period immediately prior to contract expiration as specified under state law.

Section 3. Through June 30, 1998 the County and Sheriff agree that there shall be no layoff, reduction in pay or demotion of Union bargaining unit members by reason of the actions taken pursuant to Article III, section 1 of this MOA.

Section 4. Disputes over the meaning, interpretation, or application of this MOA shall be processed in accordance with the terms of the grievance procedure contained in the County-Union collective bargaining agreement, whichever applies. This MOA does not grant the Union, MCDSA, or MCCOA or the respective members of any of their respective bargaining units standing to raise or process claims concerning this MOA under any collective bargaining agreement other than their own, or to enforce rights other than their own under this agreement.

Section 5. The terms of this MOA shall not be raised as a precedent or offered as an admission against the interests of any party hereto in any future labor relations or adjudicative setting except for the sole purposes of enforcing the terms of this MOA.

Memorandum of Understanding

Re: Transition Plan

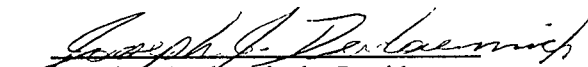
Page 1 of 2

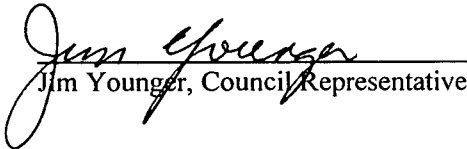
Section 6. Nothing in this MOA shall be construed as obligating the Sheriff or County to continue any particular staffing level in the aggregate or within a specific work unit, or, after June 30, 1998, to continue the pattern of distribution of work assignments resulting from full implementation of this MOA. Such matters shall thereafter be governed only by the Oregon Public Employee Collective Bargaining Act and the applicable terms, if any, of the County-Union collective bargaining agreement, whichever applies, in effect at the time.

Section 7. The terms of this MOA are contractual, and not a mere recitation. This written MOA embodies the entire MOA between the parties.

Done this day, April 4, 1996.

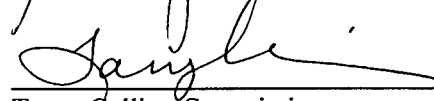
For the Union:

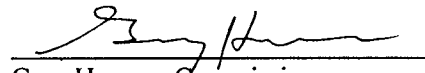

Joseph J. Devlaeminck, President

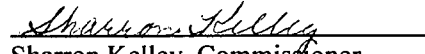

Jim Younger, Council Representative


For The Multnomah County Board of
County Commissioners


Beverly Stein, Chair



Tanya Collier, Commissioner


Gary Hansen, Commissioner


Sharron Kelley, Commissioner


Dan Saltzman, Commissioner

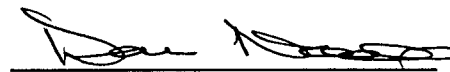
Negotiated For County and Sheriff:


Darrell Murray, Deputy Labor
Relations Manager

REVIEWED: Laurence K. Kressel
County Counsel of Multnomah
County, Oregon

By 

For the Sheriff of Multnomah County, Oregon:


Dan Noelle, Sheriff

BUDGET MODIFICATION NO. DSS 2

(For Clerk's Use) Meeting Date APR 6 1996
Agenda No R-4

REQUEST FOR PLACEMENT ON THE AGENDA April 4, 1996
(Date)

DEPARTMENT Support Services DIVISION Emergency Management
CONTACT Michael J. Gilsdorf TELEPHONE 251-2466
*NAMES(S) OF PERSON MAKING PRESENTATION TO BOARD Michael J. Gilsdorf

SUGGESTED

AGENDA TITLE (To assist in preparing a description for the printed agenda)
Supplemental budget consisting of Budget Modification ~~DSS~~ DSS 2, which
Budget Modification Office of Emergency Management to recognize \$46,800 additional reimbursement from the
State Fire Marshall's Office for Hazardous Materials spill responses.

(Estimated Time Needed on the Agenda)

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

() PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification ~~increases~~ increases revenue funds to the Hazardous Materials Program. The funding is received from the State Fire Marshal's Office.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 MAR 25 AM 10:28

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

The FY- 1996 budget for the Hazardous Materials Spill account was prepared based on \$6,748 projected revenue for FY- 1996, actual revenue received has totaled to \$13,628 an increase of \$6,880 over the projected revenue. An additional \$39,900 is projected based upon spill responses to date. Therefore, request is made to increase hazardous materials response revenue by \$46,800. Approximately \$42,000 are Pass -Through payments to Gresham Fire Department.

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

Contingency before this modification (as of _____) (Date)
\$ _____ (Specify Fund)
Michael J. Gilsdorf 21 mar 96 After this modification \$ March 22, 1996
Originated By Date Department Manager Date
Ken Hudnuck 3/25/96 Personnel Analyst Date
Deborah C. Socisto 4/4/96
Board Approval Date

EXPENDITURE

TRANSACTION EB {}

GM {} TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY_1996 _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	050	6905			6060	+\$ 2,000.00	+\$ 43,700.00	+\$ 41,700.00		Pass-Through Payments
		156	050	6905			6310	+\$ 4,000.00	+\$3,000.00	- \$ 1000.00		Training
		156	050	6905			7100	+\$ 248.00	+\$ 648.00	+ \$ 400.00		Indirect Costs
		156	050	6905			7150	\$ 0	+\$ 900.00	+ \$ 900.00		Telephone
		156	050	6901			7150	\$ 1,030.00	+\$ 630.00	- \$ 400.00		Telephone
		156	050	6905			7300	\$ 0	+\$4,850.00	+ \$ 4,850.00		Motorpool
		156	050	6905			7500	\$ 0	+\$ 350.00	+ \$ 350.00		Other Internal
TOTAL EXPENDITURE CHANGE										+\$46,800.00		

REVENUE

TRANSACTION EB {}

GM {} TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	050	6905			4140	6748	53548	46800		
TOTAL REVENUE CHANGE												TOTAL REVENUE CHANG

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MICHAEL J. GILSDORF
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: March 19, 1996

REQUESTED PLACEMENT DATE: April 4, 1996

RE: Office of Emergency Management request for budget modification approval.

I. Recommendation/Action Requested:

Supplemental Budget Consisting of
Approve budget modification for the Office of Emergency Management to recognize \$46,800 additional reimbursement from the State Fire Marshall's Office for Hazardous Materials spill responses.

II. Background/Analysis:

The FY- 1996 budget for the Hazardous Materials Spill account was prepared based on \$6,748 projected revenue for FY- 1996, actual revenue received has totaled to \$13,628 an increase of \$6,880 over the projected revenue. An additional \$39,900 is projected based upon spill responses to date. Therefore, request is made to increase hazardous materials response revenue by \$46,800. Approximately \$42,000 are Pass -Through payments to Gresham Fire Department.

III. Financial Impact:

This budget modification increases revenue funds to the Hazardous Materials Program. The funding is received from the State Fire Marshal's Office.

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

This request is consistent with County budgeting policy for FY 1995-1996.

VII. Citizen Participation:

None

VIII. Other Government Participation:

City of Gresham Fire Department. The Hazardous Materials Spill Fund account is used to pay for pass-through money to reimburse Gresham for their portion of the spill response costs in accordance with the current Intergovernment Agreement.



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET & QUALITY

PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: The Oregonian
FROM: David Warren, Principal Budget Analyst
DATE: March 25, 1996
SUBJECT: Public Notice of Supplemental Budget Hearing April 4, 1996

Please run the following public notice in the Oregonian once, March 28, 1996.

If you have any questions, please call me at 248-3822.

**NOTICE OF
SUPPLEMENTAL BUDGET HEARING**

A public hearing on a proposed supplemental budget for Multnomah County for the fiscal year July 1, 1995 to June 30, 1996 will be held at the Multnomah County Courthouse in room 602 during the regular meeting of the Multnomah County Board of Commissioners at 9:30 a.m. on April 4, 1996. The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document to be approved by the budget committee may be inspected or obtained on or after April 1, 1996 at the Clerk of the Board's Office between the hours of 9:00 a.m. and 5:00 p.m.

The supplemental budget is to record and authorize the expenditure of Hazardous Materials Spill Response Funding in the Emergency Management program of the Department of Support Services. The revenue will be used to respond to qualified hazardous material spills.

Bill to:

Multnomah County Budget Office
1120 SW Fifth, 14th Floor
PO Box 14700
Portland, OR 97293

MEETING DATE: APR 04 1996

AGENDA #: R-5
ESTIMATED START TIME: 9:50

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: ORDINANCE Amending Chapter 5.40

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: April 4, 1996

AMOUNT OF TIME NEEDED: 5 - 10 Minutes

DEPARTMENT: Support Services DIVISION: Finance

CONTACT: Harry Morton TELEPHONE #: x3290
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Harry Morton

ACTION REQUESTED:


☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

First Reading of an ORDINANCE Amending MCC Chapter 5.40 (Car Rental Tax) in Order to Clarify the Responsibilities of Commercial Enterprises for Collecting and Remitting this Tax, and to Strengthen and Clarify the County's Ability to Administer it.

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____

David Royer by 

BOARD OF
COUNTY COMMISSIONERS
96 MAR 29 AM 11:35
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

ORDINANCE FACT SHEET

Ordinance Title:

An ordinance amending MCC Chapter 5.40 (Car Rental Tax) covering the tax placed upon motor vehicles rented within Multnomah County.

Give a brief statement of the purpose of the ordinance including rationale for adoption, a description of persons benefited, and alternatives explored:

In order to clarify the responsibilities of commercial enterprises for collecting and remitting this tax, and to strengthen and clarify the county's ability to administer it, the ordinance requires modification. Both the tax payers and the county tax administration function will be better served by a clearer and simpler text, per recommendations made by the County Auditor.

What other local jurisdictions have enacted similar legislation?

Not applicable.

What has been the experience in other areas with this type of legislation?

Not applicable.

What is the fiscal impact, if any?

No significant impact.

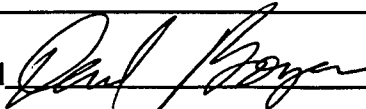
SIGNATURES

Person Filling Out Form



Planning & Budget (If fiscal impact)

Department Manager/Elected Official



1 **BEFORE THE BOARD OF COUNTY COMMISSIONERS**

2 **FOR MULTNOMAH COUNTY, OREGON**

3 **ORDINANCE NO. _____**

4
5 An ordinance amending MCC Chapter 5.40 in order to clarify the responsibilities of commercial
6 enterprises for collecting and remitting this tax, and to strengthen and clarify the county's ability to
7 administer it.

8 Multnomah County Ordains as Follows:

9 Section 1. Finding

10 In a June, 1995 audit report covering the administration of the Multnomah County Code Chapter
11 5.40, currently titled the Car Rental Tax, the County Auditor made several suggestions concerning ways
12 the tax could be better implemented, including amending the Chapter. This ordinance amends MCC 5.40
13 to incorporate the auditor's recommendations.

14 Section 2. Amendment

15 The title to MCC 5.40. is amended as follows:

16 **Chapter 5.40. ~~[Car Rental Tax]~~ Motor Vehicle Rental Tax**

17 Section 3. Amendment

18 MCC 5.40.010, subsectionc (B), (D), and (G) are amended as follows:

19 **5.40.010. Definitions.**

20 As used in this chapter, unless the context requires otherwise:

21 (B) *Director* means the finance director ~~[, department of general services,]~~ of Multnomah County,
22 Oregon.

23 (D) *Motor vehicle* means, without limitation, automobiles, trucks having a manufacturer's gross
24 vehicle weight not exceeding 24,000 pounds, motor homes, motorcycles, pickup campers and any

1 motorized passenger vehicles designed to carry ~~fewer~~ ~~[less]~~ than ten persons, which are capable of being
2 used on the highways of Oregon.

3 (G) *Rental fee* means the gross fee and charges, whatever the basis of ~~[its]~~ their calculation, paid
4 to a commercial establishment by any person for the rental of a motor vehicle.

5 Section 4. Amendment

6 MCC 5.40.050, subsection (B) is amended as follows:

7 **5.40.050. Imposition of tax.**

8 (B) The rate of the tax imposed by subsection (A) of this section shall be equal to ten percent of
9 the ~~[gross]~~ rental fee charged by the commercial establishment for the rental.

10 Section 5. Amendment

11 MCC 5.40.075, subsections (B), (C), and (D) are amended as follows:

12 **5.40.075. Collection of tax; remittance records; tax as debt.**

13 (B) On or before the ~~[30th]~~ last business day of January, April, July, and October of each year,
14 each commercial establishment shall remit to the director all taxes collected during the preceding calendar
15 quarter. The remittance shall be accompanied by a report showing:

16 (1) The amount of the ~~[gross]~~ rental fees collected by the commercial establishment during
17 the preceding quarter;

18 (C) All commercial establishments shall maintain accurate records of rental fees assessed and of
19 taxes collected, and ~~[the]~~ such records shall be subject to review, inspection and audit within Multnomah
20 County by the director or the director's designee at all reasonable times.

21 (D) In the case of motor vehicle rentals which originate in Multnomah County but for which the
22 rental fee is collected at some other location, the commercial establishment which provided the vehicle
23 in the county shall be responsible for remittance of the tax, based on the total rental fee, wherever
24 collected~~[]~~ , as well as maintenance of the appropriate records of said fees.

1 Section 6. Amendment

2 MCC 5.40.080, subsection (B) is amended as follows:

3 **5.40.080. Tax evasion or deficiency determination.**

4 (B) In making a determination, the director may offset overpayments, if any, which may have been
5 previously made for a period or periods, against any underpayment for a subsequent period or periods,
6 or against penalties and interest on the underpayments. Interest on underpayments shall accrue at the rate
7 of one percent per month pro rata from the date the tax ~~[was to have been remitted to the director]~~
8 became delinquent until the date paid.

9 Section 7. Amendment

10 MCC 5.40.150 is amended as follows:

11 **5.40.150. License required.**

12 Effective January 1, 1997, every commercial establishment shall be required to obtain from
13 the director ~~[an annual]~~ a one-time only, non-transferable, non-renewable license for its operation in
14 Multnomah County. ~~[Licenses shall expire and be renewable on January 1 of each year and no~~
15 ~~commercial establishment may be operated in the county without a currently valid license. Only one~~
16 ~~license is required for a commercial establishment regardless of the number of rental locations. The~~
17 ~~director shall collect a fee of \$15.00 for each license or renewed license issued.]~~ A license shall be
18 required for each site within Multnomah County. The director shall collect a fee of \$50.00 for each
19 license issued.

20

21

22

23

1 Section 8. Adoption

2 ADOPTED this _____ day of _____, 1996, being the date of its _____ reading
3 before the Board of County Commissioners of Multnomah County, Oregon.

4

5

Beverly Stein, Chair
Multnomah County, Oregon

6

7

8

9

REVIEWED:

10

11

By 

12

Laurence Kressel, County Counsel

13

for Multnomah County, Oregon

14

15

16

17

MEETING DATE: APR 04 1996

AGENDA #: R-6

ESTIMATED START TIME: 9:55

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution to Approve FY 96/97 Grant Budget for the
Division of Assessment & Taxation

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: April 4, 1996

AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Janice Druian TELEPHONE #: 248-3090
BLDG/ROOM #: 166/206

PERSON(S) MAKING PRESENTATION: Janice Druian & Larry F. Nicholas

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

RESOLUTION IN THE MATTER OF CERTIFYING AN ESTIMATE OF EXPENDITURES FOR THE
FY 1996-97 PROPERTY TAX PROGRAM IN ACCORDANCE WITH HB 2338

4/5/96 Certified true copies to Janice Druian and
Keri Harswick

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: Larry F. Nicholas

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 MAR 26 PM 12:14

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222



TO: BOARD OF COUNTY COMMISSIONERS
FROM: Larry F. Nicholas, Director
Department of Environmental Services
DATE: March 22, 1996
SUBJECT: Resolution to Approve FY 96/97 Grant Budget for the
Division of Assessment & Taxation

I. Recommendation/Action Requested:

- . Approval of budget for Assessment and Taxation

II. Background/Analysis:

- . House Bill 2338 (1989) requires all county offices of Assessment and Taxation to provide approved (by County Commissions) budgets to the DOR by April 15.

III. Financial Impact:

- . The submitted budget is within parameters of the budget constraint set for the general fund.
- . There is a decrease in the estimated DOR grant funds due to:
 - . fewer delinquent taxes; and
 - . a slow down in property transactions.

IV. Legal Issues: n/a

V. Controversial Issues: n/a

VI. Link to Current County Policies:

- . Almost all policies and procedures for the assessment, taxation and records management functions are covered by the Oregon Revised Statutes. The Tax Title function is governed by Multnomah County ordinances.

VII. Citizen Participation:

- . This budget has been reviewed by the CBAC.

VIII. Other Government Participation:

- . This budget is reviewed and authorized by the Department of Revenue (DOR).



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET & QUALITY OFFICE
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Keri Hardwick, Budget Office *Keri*

DATE: March 26, 1996

SUBJECT: Assessment and Taxation Fund Budget for 1996-97

On your agenda for April 4, 1996, you have an item requesting approval of the 1996-97 Proposed Budget for the Assessment and Taxation Fund. It is necessary to approve the A&T budget before the rest of the Proposed Budget because of the requirements of the HB 2338 grant from the State Department of Revenue. Your approval of this budget allows it to be sent to the State with the grant application, which will provide approximately \$2 million to Multnomah County next year for A&T programs. Approving this budget at this time does not mean it can not be changed as part of your normal budget deliberations and adoption process. However, changes made at a later date would have the following implications:

- If the BCC were to *increase* the A&T Fund budget, this increase would not be eligible for reimbursement under the 2338 grant program. Normally, about 16-20% of our costs are reimbursed by the grant.
- If the BCC were to *decrease* the A&T Fund budget, it could trigger a review by the DOR depending on the size and nature of the cut(s) made. If the DOR believed that such cuts would not allow A&T to adequately perform their required services, they would come back to the BCC and we would have to negotiate an "acceptable" budget.

I would like to point out several significant items about the 1996-97 Proposed Budget:

- The projected revenue from the 2338 grant is approximately \$400,000 lower than was budgeted for 1995-96. Because the majority of the remainder of A&T's budget is subject to the General Fund constraint, this funding reduction caused A&T, and DES Administration, to perform a significant review of the division's operations. Reorganizations, process changes and cuts were made in A&T operations to meet the constraint figure.

- The most significant change is the decision to begin to migrate from the mainframe A&T system to a client-server based package. Initial projections show annual savings to A&T of over \$400,000 per year once the new system is implemented. The impact of a cost shift to other mainframe users must still be fully analyzed. At this time, it appears that the operational efficiencies and overall cost savings make this a worthwhile project. The 1996-97 Proposed Budget for the A&T Fund includes \$195,312 for system implementation in one time only funding provided by carryover from 1995-96. The "regular" Proposed Budget for 1996-97 will include \$1,285,445 in COP proceeds and expenditures for this new system.
- The Chair's Proposed Budget reinstates the following cuts:
 - .60 FTE Personal Property Appraiser (on-going funding)
 - 1.00 FTE Administrative Analyst (funded one-time-only by carryover from 1995-96)
 - \$30,000 in Materials and Services cuts throughout the division (on-going funding)
- The Proposed Budget includes the following increases over the current service level:
 - Add 1.00 FTE Personal Property Tax Collector. The division projects the additional revenue generated by this position will pay for it for Multnomah County. The other jurisdictions would receive their normal percentages of the additional taxes collected.
 - Add 1.00 FTE Sr. Administrative Analyst. The review of A&T operations concluded that this was an appropriate addition to the division's administrative staff.
 - Increase the per diem for the BOE to \$100 per day.

If you have any questions about any of these changes, please let me know.

BUD 1 - Division Expenditures Spreadsheet

BUDGET REQUEST LGFS Codes	AGENCY		ORG		PREPARED BY								Date
	DES		A & T		Janice Druian								26-Mar-96
	FUND 175	AGENCY 030	AGENCY 030	ORG 7060									
OBJECT DETAIL	Board of Equalization 7390	A&T Administration 7565	Technical Support 7566	Records Management 7570	Admin Support/Exemg 7585	Industrial/ Commercial 7590	Personal Property 7600	Residential 7610	Clerical Support 7620	Tax Collection 7630	TOTAL		
5100 PERMANENT	62,597	198,363	463,770	657,015	229,059	1,013,288	301,398	1,232,827	498,864	798,663	5,455,845		
5200 TEMPORARY	20,031	2,274	18,270	0	0	5,894	0	5,894	52,246	30,080	134,689		
5300 OVERTIME	0	0	7,500	0	0	0	0	0	0	2,450	9,950		
5400 PREMIUM PAY	0	0	466	0	0	4,218	0	4,218	4,077	0	12,979		
5500 FRINGE	12,616	33,543	84,568	115,030	39,210	178,381	52,641	217,007	92,357	142,748	968,101		
DIRECT PERSONAL SERVICES	95,244	234,181	574,574	772,045	268,269	1,201,781	354,040	1,459,947	647,544	973,941	6,581,564		
5550 INS BENEFITS	5,678	23,546	67,670	106,377	30,456	151,802	39,332	187,825	79,534	122,520	814,740		
TOTAL PERSONAL SERVICES	100,922	257,727	642,244	878,422	298,725	1,353,582	393,372	1,647,771	727,078	1,096,460	7,396,304		
6050 COUNTY SUPPLEMENTS	0	0	0	0	0	0	0	0	0	0	0		
6060 PASS THROUGH PAYMENTS	0	0	0	0	0	0	0	0	0	0	0		
6110 PROFESSIONAL SERVICES	75,100	7,160	62,600	139,200	0	0	0	0	0	93,050	377,110		
6120 PRINTING	6,500	5,000	500	22,099	2,500	3,500	4,500	3,500	3,500	22,500	74,099		
6130 UTILITIES	0	0	0	0	0	0	0	0	0	0	0		
6140 COMMUNICATIONS	0	0	0	0	0	0	0	0	0	0	0		
6170 RENTALS	0	0	0	0	0	0	0	0	720	3,000	3,720		
6180 REPAIRS & MAINTENANCE	400	1,000	13,000	3,500	500	200	150	1,200	0	2,500	22,450		
6190 MAINTENANCE CONTRACTS	550	275	213,630	9,600	0	0	0	255	255	16,000	240,565		
6200 POSTAGE	0	0	50	0	0	0	0	0	0	0	50		
6230 SUPPLIES	3,200	11,000	32,475	11,150	3,750	10,850	3,000	18,600	14,500	12,400	120,925		
6270 FOOD	300	250	0	0	0	0	0	0	0	0	550		
6310 TRAVEL & TRAINING	450	4,359	25,000	1,400	2,300	8,330	1,650	6,280	1,500	3,750	55,019		
6330 LOCAL TRAVEL & MILEAGE	175	1,972	1,000	150	1,480	23,744	4,600	37,050	0	1,100	71,271		
6520 INSURANCE	0	0	0	0	0	0	0	0	0	0	0		
6530 EXTERNAL D.P.	0	0	2,000	0	0	0	0	0	0	0	2,000		
6550 DRUGS	0	0	0	0	0	0	0	0	0	0	0		
6580 CLAIMS PAID/JUDGEMENTS	0	0	0	0	0	0	0	0	0	0	0		
6610 AWARDS & PREMIUMS	0	0	0	0	0	0	0	0	0	0	0		
6620 DUES & SUBSCRIPTIONS	0	1,659	1,050	100	1,234	1,896	1,365	695	250	500	8,749		
7810 DEBT RETIREMENT	0	0	0	0	0	0	0	0	0	0	0		
7820 INTEREST	0	0	0	0	0	0	0	0	0	0	0		
DIRECT MATERIALS AND SERVICES	86,675	32,675	351,305	187,199	11,764	48,520	15,265	67,580	20,725	154,800	976,508		
7100 INDIRECT COSTS	9,523	15,435	99,293	51,327	14,553	63,009	18,357	74,560	34,173	65,803	446,033		
7150 TELEPHONE	2,773	4,014	7,987	10,413	6,264	7,766	2,785	6,692	8,901	17,098	74,692		
7200 DATA PROCESSING	0	0	1,218,151	0	0	0	0	0	0	0	1,218,151		
7300 MOTOR POOL	0	1,229	80	0	3,078	27,702	12,312	1,539	0	250	46,190		
7400 BUILDING MANAGEMENT	11,245	20,530	35,538	87,284	8,678	35,370	13,685	19,456	42,520	95,119	369,425		
7500 OTHER INTERNAL SERVICES	0	0	12,665	0	0	0	0	0	0	0	12,665		
7550 LEASE PAYMENTS TO C.L.R.F.	0	0	0	36,720	0	0	0	0	0	0	36,720		
7560 MAIL/DISTRIBUTION	12,000	24,000	1,000	2,000	13,400	2,680	19,490	3,085	3,085	168,500	249,240		
INTERNAL SERVICE REIMBURSEMENTS	35,541	65,208	1,374,714	187,744	45,973	136,527	66,629	105,332	88,679	346,770	2,453,116		
TOTAL MATERIALS AND SERVICES	122,216	97,883	1,726,019	274,943	57,737	185,047	81,894	172,912	109,404	501,570	3,429,625		
8100 LAND	0	0	0	0	0	0	0	0	0	0	0		
8200 BUILDINGS	0	0	0	0	0	0	0	0	0	0	0		
8300 OTHER IMPROVEMENTS	0	0	0	0	0	0	0	0	0	0	0		
8400 EQUIPMENT	0	0	60,900	0	0	0	0	0	0	2,800	63,700		
TOTAL CAPITAL OUTLAY	0	0	60,900	0	0	0	0	0	0	2,800	63,700		
TOTAL DIRECT BUDGET	181,919	266,856	986,779	959,244	280,033	1,250,301	369,305	1,527,527	668,269	1,131,541	7,621,773		
TOTAL EXPENDITURES	223,138	355,610	2,429,163	1,253,365	356,463	1,538,629	475,265	1,820,684	836,482	1,600,830	10,889,629		

MULTNOMAH COUNTY

EXPENDITURES FOR:	A VALUATION	B RECORDS ASSESSMENT	C BOARDS OF EQUALIZATION	D TAX COLLECTION & DISTRIBUTION	E CADASTRAL MAPPING	F DATA PROCESSING	G TOTAL
1. Personal Services *1	4,678,256	878,422	100,922	1,096,460	0	642,244	7,396,304
2. Materials & Services *1	590,171	374,793	122,041	500,220	0	1,724,939 A	3,312,164
3. Cost of Transportation *2 (Do Not Include in Materials & Services or Capital Outlay)	114,706	150	175	1,350	0	1,080	117,461
4. Capital Outlay (Do Not Include in Materials & Services)	0	0	0	2,800	0	60,900 *3	63,700 *4
5. TOTAL	5,383,133	1,253,365	223,138	1,600,830	0	2,429,163	10,889,629 *6

*1 Do Not Include Any Amount That Is Included in Capital Outlay.

*2 Specify The Method Used To Determine Cost Of Transportation:

☐ The estimate of the actual cost of operating the vehicle for a 12 month period plus a depreciation allowance for the useful life of the vehicle.

☐ The rate per mile used in the County with an estimate of miles driven.

Rate per Mile _____ Est. of Miles _____

*3 Data Processing And Capital Outlay Includes Personal Services And Materials & Services For All New Data Processing Development And All Data Processing Equipment

*4 Capital Outlay Is Limited To Either 6 Percent Of The Total Dollars Certified Or \$50,000, Whichever Is Greater.

5 Specify The Method Used To Determine Indirect Costs:

☒ Percent Amount Approved By A Federal Granting Agency.

_____ .0427% of _____ 10,825,929
(INCLUDED IN TOTALS ABOVE)

☐ 5 Percent of Total Direct Expenditures Less Capital Outlay.

Total Indirect Costs _____

*6 Total Eligible For Grant _____ \$10,889,629

7 Total Expenditures Certified For Consideration In Grant
(Total of 5 and 6) _____ \$10,889,629

A: \$0 Cost of System Project may need to be reflected in Capital (G.4) instead of Materials & Services. (F3)

GRANT DOCUMENT STAFFING REPORT

Multnomah County	Approved FTE's Current Year 95\96	Budgeted FTE's Coming Year 96/97	Change (plus or Minus)
ADMINISTRATIVE STAFF(Assessor, Support)	4	5	+1
ASSESSMENT RECORDS STAFF:	Incl. in Cartography		
APPRAISAL STAFF:			
Chief Appraisers	2	2	
Appraiser Supervisors	9	7	-2
Residential Appraisers	20	22	+2
Commercial Appraisal Tech.	1	1	
Commercial/Industrial Appraisers	18	19	+1
Farm/Forest/Rural Appraisers	2	2	
Mobile Home Appraisers	1	1	
Personal Property Appraisers/Specialists	7	7	
Sales Data Analysts	1	1	
Other Appraisers	-	-	
Exemption Analysts	1	1	
Clerical Support	22	20	-2
TOTAL APPRAISAL STAFF	84	83	-1
TAX COLLECTION STAFF:			
Real Property	24.4	23.9	-.5
Personal Property	4.5	5.5	+1
Tax Distribution	1.5	1.5	
TOTAL TAX COLLECTION STAFF	30.4	30.9	+ .5
CARTOGRAPHY STAFF	1	1	
Cartographic Supervisor	1	1	
Lead Cartographer	0	0	
Cartographer	4	4	
Deed or Abstract Clerk	14	14	
TOTAL CARTOGRAPHY STAFF	20	20	
CLERK/BOE/BORR	1.6	1.6	
A & T DATA PROCESSING STAFF	20.03	20.03	
TOTAL A & T STAFFING	160.03	160.53	+ .5

Please explain any staffing changes made to the above categories for the approved current year.

NUMBER OF ACCOUNTS

Totals

Real Property Accounts	225,328
Personal Property Accounts . .	38,801
Utility Accounts	74

TECHNICAL SUPPORT SECTION

The Technical Support Section is following the plan that has been developed for development of the new A & T System on the mainframe computer supported by the Information Services Division. In conjunction with this plan Technical Support is finishing the process of converting its data entry operation from the XL40 mini-computer system to a modern, PC-based data entry system.

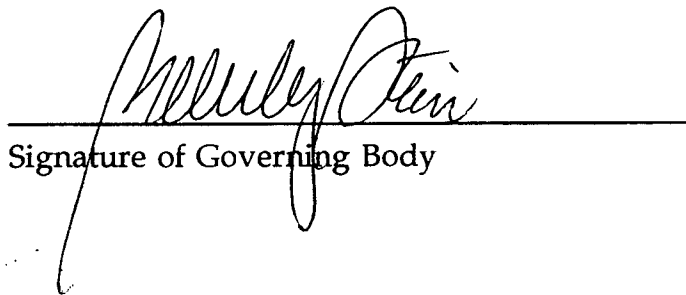
GRANT DOCUMENT RESOLUTION

Multnomah County is applying to the Department of Revenue in order to participate in the Assessment and Taxation Grant. This 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 which govern the Oregon property tax system.

Multnomah Count 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. Where the county is not in compliance, a plan or an amended plan has been or is being submitted to the department for approval. Where there is a plan in place, the county is in compliance with the plan as approved by the Department of Revenue.

The Property Tax Grant Document has been reviewed by the county governing body and constitutes the county's program to maintain and achieve compliance with the requirement of the Oregon property tax system. Multnomah County designates Janice Druian, phone number 248-3090, as the county contact person for this grant document.



Signature of Governing Body

April 4, 1996

Date Signed

BEFORE THE BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

In the Matter of Certifying)
an Estimate of Expenditures)
for the FY 1996-97 Property)
Tax Program in Accordance)
with HB 2338)

RESOLUTION

96-60

WHEREAS, House Bill 2338, hereinafter referred to as HB 2338, which passed during the 1989 legislative session significantly altered the funding structure for Assessment & Taxation; and

WHEREAS, in Multnomah County, meeting the requirements of HB 2338 will result in additional expenditures for Assessment & Taxation over the next several years; and

WHEREAS, a major purpose of HB 2338 is to bring Assessment and Taxation operations into compliance with Oregon Department of Revenue regulations; and

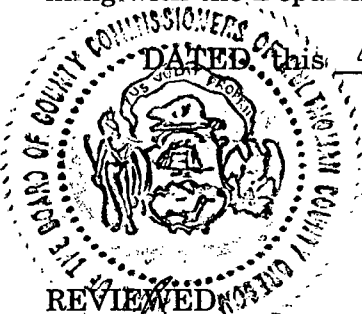
WHEREAS, HB 2338 created a statewide revenue pool to help offset the additional costs of being in full compliance with Department of Revenue regulations; and

WHEREAS, HB 2338 requires counties to file by April 15 of each calendar year an estimate of expenditures for their total Property Tax Program with the Department of Revenue; and

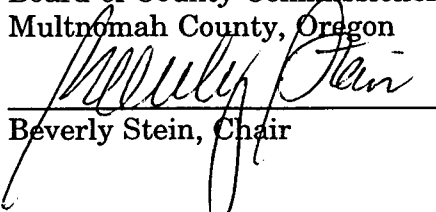
WHEREAS, Assessment & Taxation has prepared such an estimate of expenditures in accordance with HB 2338 and Department of Revenue administrative guidelines; now therefore

IT IS HEREBY RESOLVED that the attached estimate of expenditures for the fiscal year 1996-97 Property Tax Program for Multnomah County is certified for filing with the Department of Revenue as required by HB 2338.

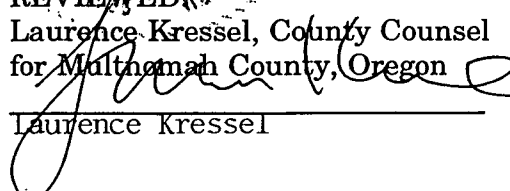
DATED this 4th day of April, 1996.



Board of County Commissioners
Multnomah County, Oregon


Beverly Stein, Chair

REVIEWED
Laurence Kressel, County Counsel
for Multnomah County, Oregon


Laurence Kressel

BUD 1 - Division Expenditures Spreadsheet

BUDGET REQUEST LGFS Codes	AGENCY		ORG	PREPARED BY								
	DES	A & T		Janice Drulan								
	FUND 175	AGENCY 030	ORG 7060	Date 02-Apr-96								
OBJECT DETAIL	Board of Equalization 7390	A&T Administration 7565	Technical Support 7566	Records Management 7570	Admin Support/Exem 7585	Industrial/ Commercial 7590	Personal Property 7600	Residential 7610	Clerical Support 7620	Tax Collection 7630	TOTAL	
5100 PERMANENT	62,597	198,363	498,601	657,015	229,059	1,013,288	301,398	1,232,827	498,864	798,663	5,490,676	
5200 TEMPORARY	20,031	2,274	18,270	0	0	5,894	0	5,894	52,246	30,080	134,689	
5300 OVERTIME	0	0	7,500	0	0	0	0	0	0	2,450	9,950	
5400 PREMIUM PAY	0	0	466	0	0	4,218	0	4,218	4,077	0	12,979	
5500 FRINGE	12,616	33,543	90,667	115,030	39,210	178,381	52,641	217,007	92,357	142,748	974,200	
DIRECT PERSONAL SERVICES	95,244	234,181	615,504	772,045	268,269	1,201,781	354,040	1,459,947	647,544	973,941	6,622,494	
5550 INS BENEFITS	5,678	23,546	72,866	106,377	30,456	151,802	39,332	187,825	79,534	122,520	819,936	
TOTAL PERSONAL SERVICES	100,922	257,727	688,370	878,422	298,725	1,353,582	393,372	1,647,771	727,078	1,096,460	7,442,430	
6050 COUNTY SUPPLEMENTS	0	0	0	0	0	0	0	0	0	0	0	
6060 PASS THROUGH PAYMENTS	0	0	0	0	0	0	0	0	0	0	0	
6110 PROFESSIONAL SERVICES	85,100	7,160	62,600	139,200	0	0	0	0	0	93,050	387,110	
6120 PRINTING	6,500	5,000	500	22,099	2,500	3,500	4,500	3,500	3,500	22,500	74,099	
6130 UTILITIES	0	0	0	0	0	0	0	0	0	0	0	
6140 COMMUNICATIONS	0	0	0	0	0	0	0	0	0	0	0	
6170 RENTALS	0	0	0	0	0	0	0	0	720	3,000	3,720	
6180 REPAIRS & MAINTENANCE	400	1,000	13,000	3,500	500	200	150	1,200	0	2,500	22,450	
6190 MAINTENANCE CONTRACTS	550	275	213,630	9,600	0	0	0	255	255	16,000	240,565	
6200 POSTAGE	0	0	50	0	0	0	0	0	0	0	50	
6230 SUPPLIES	3,200	11,000	35,925	11,150	3,750	10,850	3,000	18,600	14,500	12,400	124,375	
6270 FOOD	300	250	0	0	0	0	0	0	0	0	550	
6310 TRAVEL & TRAINING	450	4,359	29,000	1,400	2,300	8,330	1,650	6,280	1,500	3,750	59,019	
6330 LOCAL TRAVEL & MILEAGE	175	1,972	1,000	150	1,480	23,744	4,600	37,050	0	1,100	71,271	
6520 INSURANCE	0	0	0	0	0	0	0	0	0	0	0	
6530 EXTERNAL D.P.	0	0	2,000	0	0	0	0	0	0	0	2,000	
6550 DRUGS	0	0	0	0	0	0	0	0	0	0	0	
6580 CLAIMS PAID/JUDGEMENTS	0	0	0	0	0	0	0	0	0	0	0	
6610 AWARDS & PREMIUMS	0	0	0	0	0	0	0	0	0	0	0	
6620 DUES & SUBSCRIPTIONS	0	1,659	1,050	100	1,234	1,896	1,365	695	250	500	8,749	
7810 DEBT RETIREMENT	0	0	0	0	0	0	0	0	0	0	0	
7820 INTEREST	0	0	0	0	0	0	0	0	0	0	0	
DIRECT MATERIALS AND SERVICES	96,675	32,675	358,755	187,199	11,764	48,520	15,265	67,580	20,725	154,800	993,958	
7100 INDIRECT COSTS	9,950	15,435	101,592	51,327	14,553	63,009	18,357	74,560	34,173	65,803	448,759	
7150 TELEPHONE	2,773	4,014	8,242	10,413	6,264	7,766	2,785	6,692	8,901	17,098	74,947	
7200 DATA PROCESSING	0	0	1,218,151	0	0	0	0	0	0	0	1,218,151	
7300 MOTOR POOL	0	1,229	80	0	3,078	27,702	12,312	1,539	0	250	46,190	
7400 BUILDING MANAGEMENT	11,245	20,530	35,538	87,284	8,678	35,370	13,685	19,456	42,520	95,119	369,425	
7500 OTHER INTERNAL SERVICES	0	0	12,665	0	0	0	0	0	0	0	12,665	
7550 LEASE PAYMENTS TO C.L.R.F.	0	0	0	36,720	0	0	0	0	0	0	36,720	
7560 MAIL/DISTRIBUTION	12,000	24,000	1,000	2,000	13,400	2,680	19,490	3,085	3,085	168,500	249,240	
INTERNAL SERVICE REIMBURSEMENTS	35,968	65,208	1,377,268	187,744	45,973	136,527	66,629	105,332	88,679	346,770	2,456,097	
TOTAL MATERIALS AND SERVICES	132,643	97,883	1,736,023	374,943	57,737	185,047	81,894	172,912	109,404	501,570	3,450,056	
8100 LAND	0	0	0	0	0	0	0	0	0	0	0	
8200 BUILDINGS	0	0	0	0	0	0	0	0	0	0	0	
8300 OTHER IMPROVEMENTS	0	0	0	0	0	0	0	0	0	0	0	
8400 EQUIPMENT	0	0	63,900	0	0	0	0	0	0	2,800	66,700	
TOTAL CAPITAL OUTLAY	0	0	63,900	0	0	0	0	0	0	2,800	66,700	
TOTAL DIRECT BUDGET	191,919	266,856	1,038,159	959,244	280,033	1,250,301	369,305	1,527,527	668,269	1,131,541	7,683,153	
TOTAL EXPENDITURES	233,565	355,610	2,488,293	1,253,365	356,463	1,538,629	475,265	1,820,684	836,482	1,600,830	10,959,186	

MULTNOMAH COUNTY

EXPENDITURES FOR:	A VALUATION	B RECORDS ASSESSMENT	C BOARDS OF EQUALIZATION	D TAX COLLECTION & DISTRIBUTION	E CADASTRAL MAPPING	F DATA PROCESSING	G TOTAL
1. Personal Services *1	4,678,256	878,422	100,922	1,096,460	0	688,370	7,442,430
2. Materials & Services *1	590,171	374,793	132,468	500,220	0	1,734,943 A	3,332,595
3. Cost of Transportation *2 (Do Not Include in Materials & Services or Capital Outlay)	114,706	150	175	1,350	0	1,080	117,461
4. Capital Outlay (Do Not Include in Materials & Services)	0	0	0	2,800	0	63,900 *3	66,700 *4
5. TOTAL	5,383,133	1,253,365	233,565	1,600,830	0	2,488,293	10,959,186 *6

*1 Do Not Include Any Amount That Is Included in Capital Outlay.

*2 Specify The Method Used To Determine Cost Of Transportation:

☐ The estimate of the actual cost of operating the vehicle for a 12 month period plus a depreciation allowance for the useful life of the vehicle.

☐ The rate per mile used in the County with an estimate of miles driven.

Rate per Mile _____ Est. of Miles _____

*3 Data Processing And Capital Outlay Includes Personal Services And Materials & Services For All New Data Processing Development And All Data Processing Equipment

*4 Capital Outlay Is Limited To Either 6 Percent Of The Total Dollars Certified Or \$50,000, Whichever Is Greater.

5 Specify The Method Used To Determine Indirect Costs:

☒ Percent Amount Approved By A Federal Granting Agency.

_____ .0427% of _____ 10,892,486
(INCLUDED IN TOTALS ABOVE)

☐ 5 Percent of Total Direct Expenditures Less Capital Outlay.

Total Indirect Costs _____

*6 Total Eligible For Grant \$10,959,186

7 Total Expenditures Certified For Consideration In Grant
(Total of 5 and 6) \$10,959,186

A: \$0 Cost of System Project may need to be reflected in Capital (G.4) instead of Materials & Services. (F3)

GRANT DOCUMENT STAFFING REPORT

<u>Multnomah</u> County	Approved FTE's Current Year 95\96	Budgeted FTE's Coming Year 96/97	Change (plus or Minus)
ADMINISTRATIVE STAFF (Assessor, Support)	4	5	+1
ASSESSMENT RECORDS STAFF:	Incl. in Cartography		
APPRAISAL STAFF:			
Chief Appraisers	2	2	
Appraiser Supervisors	9	7	-2
Residential Appraisers	20	22	+2
Commercial Appraisal Tech.	1	1	
Commercial/Industrial Appraisers	18	19	+1
Farm/Forest/Rural Appraisers	2	2	
Mobile Home Appraisers	1	1	
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Real Property	24.4	23.9	-.5
Personal Property	4.5	5.5	+1
Tax Distribution	1.5	1.5	
TOTAL TAX COLLECTION STAFF	30.4	30.9	+.5
CARTOGRAPHY STAFF	1	1	
Cartographic Supervisor	1	1	
Lead Cartographer	0	0	
Cartographer	4	4	
Deed or Abstract Clerk	14	14	
TOTAL CARTOGRAPHY STAFF	20	20	
CLERK/BOE/BORR	1.6	1.6	
A & T DATA PROCESSING STAFF	20.03	21.03	
TOTAL A & T STAFFING	160.03	161.53	+1.5

Please explain any staffing changes made to the above categories for the approved current year.

NUMBER OF ACCOUNTS

Totals

Real Property Accounts	225,328
Personal Property Accounts . .	38,801
Utility Accounts	74

ADMINISTRATION SECTION

Administration is directing the plans as submitted in prior years.

RECORDS MANAGEMENT/CARTOGRAPHY SECTION

We are following the plan that is on file with the Oregon Department of Revenue.

We will have completed the upgrade of the intergraph vax based mapping software to a microstation P.C. windows NT system.

The mapping project now has 1381 new maps in service with 117 audited and ready to be placed in service by July 1. An additional 1200 maps have been completed by the Department of Revenue and are waiting for audit by our staff.

APPRAISAL SECTION

The Residential Section annual CAAP plan using alternate methods has been accepted for the second year. For this year we are appraising areas that are not conducive to "trending" adjustments due to inequities caused by the market. Multi family properties of 5 or more units have been transferred to the Commercial section therefore this section is considered to be in full compliance.

The Commercial section is in the third year of not meeting the six year reappraisal cycle and is still about one and one half districts out of compliance. We are continuing to follow implemented changes agreed to following the performance review which included documentation of preappraisal setup data and storage of commercial characteristics on a computer data base. We expect to be back in cycle within the next four years.

TECHNICAL SUPPORT SECTION

The Technical Support Section will grow by one LAN support person. This is necessary in order to support the increasing number of computers and systems. (The industry standard is one LAN administrator to 50-70 work stations, and we will be approximating one to 160.) This year, Technical Support will coordinate an effort to examine alternatives to handling A&T data on the mainframe computer. We have finished the project of converting from the XL40 mini-computer system to a PC-based system.

#1

PLEASE PRINT LEGIBLY!

MEETING DATE 4-4-96

NAME

Steven W. Abel

ADDRESS

900 SW 5th Ave #2300

STREET

Portland, OR 97204

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R-7

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 4-4-96

NAME

Kathi Nales

ADDRESS

11744 S.W. Breyman Ave.

STREET

Portland

CITY

97215

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-7

SUPPORT _____ **OPPOSE** X

SUBMIT TO BOARD CLERK

Meeting Date: ~~MAR 26 1996~~ APR 04 1996
Agenda No: ~~P-2~~ R-7
Est. Start Time: ~~9:30~~ 10:15

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: DeNovo Hearing in the Matter of an Appeal of Hearings Officer's decision on case CS 5-95.

BOARD BRIEFING Date Requested:
 Amt. of Time Needed:
 Requested By:

REGULAR MEETING Date Requested:
 Amt. of Time Needed:

DEPARTMENT: DES **DIVISION:** Transportation & Land Use Planning
CONTACT: Barry Manning **TELEPHONE:** 248-3043
 BLDG/ROOM: 412 / 109

PERSON(S) MAKING PRESENTATION: Barry Manning

ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

SUGGESTED AGENDA TITLE

DeNovo Hearing in the Matter of an Appeal of Hearings Officer's decision on CS 5-95.

SIGNATURES REQUIRED

Elected Official: _____

or

Department Manager: Barry Manning

BOARD OF
COUNTY COMMISSIONERS
96 MAR 20 PM 4:33
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY

BOARD HEARING of March 26, 1996

CASE NAME: CS 5-95 Community Service Use Request

1a. Applicant Name/Address:

Henry Fitzgibbon
Soderstrom Architects, P.C.
1200 NW Front #410
Portland, OR 97236

1b. Appellant Name/Address:

Henry Fitzgibbon
Soderstrom Architects, P.C.
1200 NW Front #410
Portland, OR 97236

2. Action Requested:

Appellant requests De Novo review of the Hearings Officer's February 9, 1996 Decision to Approve, with Conditions, construction of new facilities at the Riverdale School. The request includes proposals for construction of new classrooms and library and replacement of the existing gymnasium. The appellant challenges the County's requirement of a Community Service Use review for this proposal, and also challenges the Hearings Officer's parking requirements.

3. Planning Staff Recommendation:

Approve, subject to conditions.

4. Hearings Officer Decision:

Approve, subject to conditions.

5. If recommendation and decision are different, why?

As a Condition of Approval, the Hearings Officer requires the school to provide the full number of on-site parking spaces required by County Code (approximately 68 spaces based on the size of the proposed gymnasium). For elementary/grade schools, the number of spaces is determined by the floor area of the auditorium/gymnasium. Alternatively, the Staff Report required the school to provide the full number of parking spaces for only the incremental change in floor area for the new gymnasium (9 additional spaces for a total of 50). The staff also recommended requiring the appropriate number of spaces for Kindergarten facilities (1 or 2 spaces) plus a continuous "drop off" loop also required for Kindergarten facilities. The primary difference is that the staff report acknowledges, and maintains the validity of, a 30% "exception" to the number of required spaces granted in a 1990 Design Review decision (which permitted 41 spaces as opposed to the full requirement of 59), and requires adding the drop-off loop and the appropriate number of spaces for the Kindergarten facility. The Hearings Officer considers the Kindergarten requirements applicable to "stand-alone" facilities only (not in addition to

ACTION REQUESTED OF BOARD

- ☐ Affirm Hearings Officer Decision
- ☒ Hearing/Rehearing
- ☐ Scope of Review
 - ☐ On the record
 - ☒ De Novo
 - ☐ New Information allowed

elementary school parking req's.), but does not recognize the 30% exception granted in 1990.

6. Issues:

1. Do modification to existing, recognized, but non-reviewed and non-approved Community Service Uses require Hearings Officer review?
2. Can exceptions to standards granted in previous decisions be revisited and subsequently reviewed or altered?

7. Implications related to this case: Unknown

The Decision may impact the way that the Planning Director processes Community Service Uses and reviews exceptions and variances granted under previous decisions.

HEARINGS OFFICER DECISION

This Decision consists of Conditions, Findings of Fact and Conclusions.

February 9, 1996

CS 5-95

Community Service Use Approval Request

Applicant requests Community Service Use approval to construct new facilities at the Riverdale School. The request includes proposals for construction of new classrooms and library and replacement of the existing gymnasium.

Location: 11733 S.W. Breyman Avenue

Legal Description: Lots 22-24, Abernethy Heights

Site Size: 8.6 acres

Plan Designation: Single Family Residential, Community Service

Zoning Designation: R-30, Single Family Rural Residential
CS, Community Service

Applicant: Henry Fitzgibbon
Soderstrom Architects, P.C.
1200 N.W. Front #410
Portland, OR 97209

Owner: Riverdale School District #51
11733 S.W. Breyman Avenue
Portland, OR 97219

Hearings Officer Decision:

Approve, subject to conditions, Community Service Use to construct new facilities at the Riverdale School, based on the Findings and Conclusions contained herein.

Conditions of Approval:

1. Approval of this Community Service Use shall expire two (2) years from the date of this Hearings Officer Decision unless substantial development has taken place in accordance with MCC 11.15.7010.
2. The Riverdale School facility shall be limited to serve Kindergarten through eighth (8th) grade students as described in the application. Any change in use, such as expansion of the grade ranges served on the site, either permanent or temporary, will be considered a modification of the use that will require Community Service Use review and approval.
3. Compliance with and approval of the Multnomah County Design Review process shall be required prior to the issuance of any building permits related to this proposal on this site.
4. Prior to the Final Design Review, the Riverdale School shall develop and submit an On-Site Parking and Circulation Plan that complies with County Code and reduces hazardous conditions caused by vehicular/pedestrian conflicts, as part of the design review process. Such a plan will comply with the full level of parking requirements as determined by the size of the auditorium. Under the preliminary plans as submitted for this decision, 68 spaces would be required.
5. Prior to the Final Design Review, the Riverdale School shall develop and submit a plan for fire department access, along with a fire district approved site plan, as part of the Design Review process.
6. The Riverdale School shall comply with other transportation requirements determined appropriate and necessary by the Multnomah County Transportation Division, as part of the Design Review process.
7. Notice of the Design Review Decision should be mailed to all parties who signed the "sign in sheet" for the January 17, 1996 public hearing on Case CS 5-95.
8. Any expansion in enrollment beyond 350 students will be considered a modification of the use that will require Community Service Use review and approval.

PARTY STATUS

Parties' Agents and Witnesses to the Proceeding

1. Parties:

The persons, agencies and organizations who submitted written or oral testimony in this proceeding.

A. Applicant: Appearing as applicant was Henry Fitzgibbon, of Soderstrom Architects, P.C., the authorized representative of the property owner. Mr. Fitzgibbon's address is 1200 N.W. Front #410, Portland, OR 97209.

B. Other persons supporting the application:

- (1) Neale Creamer, 11657 S.W. Breyman, Portland, OR 97219; and
- (2) Boyd Applegarth, Superintendent of Riverdale School District, 16715 S.W. Cambridge Dr., Portland, OR 97224.

C. Persons opposed to the application:

- (1) Jose' Cruz, Jr., 11338 S.W. Aventine Circus, Portland, OR 97219;
- (2) Frank Wagner, 01520 S.W. Corbett Hill Circle, Portland, OR 97219;
- (3) John H. Garren, 01008 S.W. Comus, Portland, OR 97219;
- (4) Ellen Everson, 11505 S.W. Breyman Ave., Portland, OR 97219;
- (5) Karen Wagner, 01520 S.W. Corbett Hill, Portland, OR 97219;
- (6) Kathi Noles, 11744 S.W. Breyman Ave., Portland, OR 97219;
- (7) Marjorie Maletzky, 11108 S.W. Collina Ave., Portland, OR 97219
- (8) Art Piculell, 02008 S.W. Military Rd., Portland, OR 97219; and
- (9) Tom Scarpone, 01510 S.W. Weddington, Portland, OR 97219;

D. Determination of party status:

- (1) The Riverdale School District #51 is the property owner and has appeared through its authorized representatives Henry Fitzgibbon and Boyd Applegarth. The school district has party status.
- (2) Neale Creamer made appearance of record pursuant to 11.15.8225 (B)(1) and has party status pursuant to MCC 11.15.8225(A)(1) as a person entitled to notice under MCC .8220(C)(3). The persons listed above who appeared in opposition to this request are entitled to party status pursuant to MCC 11.15.8225(A)(2) and made an appearance of record either personally or in writing in accordance with MCC 11.15.8225(B).

PROCEDURAL ISSUES

1. Impartiality of the Hearings Officer

- A. No ex parte contacts. I did not have any ex parte contacts prior to the initial hearing of this matter or during the seven day period of time while the record was being held open. I did not make a site visit.
- B. No conflicting personal or financial or family interest. I have no financial interest in the outcome of this proceeding. I have no family or financial relationship with any of the parties.

2. Procedural Issues

At the commencement of the hearing I asked the participants to indicate if they had any objections to jurisdiction. The participants did not allege any jurisdictional or procedural violations regarding the conduct of the hearing.

During the course of the hearing, Art Piculell contended that he did not receive notice of the hearing and that he should have received notice. He asked that the hearing be continued to a later time. Mr. Piculell owned property outside of the notice area. He also had an easement over adjoining property within the notice area. He contended that he should have been given notice because of his interest in the easement. However, Section 11.15.8220 of the Multnomah County Code provides that notice shall be provided to "all record owners of property" within the specified number of feet. An easement interest does not constitute record ownership of property. In addition, the failure of a property owner to receive notice shall not invalidate the action if a good faith attempt

was made to notify all persons entitled to mailed notice. 11.15.8220(D). I find that for purposes of the zoning ordinance, Mr. Piculell was not a record owner of property and therefore the County was not required to provide notice to him. In addition, I find the County did make a good faith attempt to notify all persons entitled to mailed notice.

BURDEN OF PROOF

In this proceeding, the burden of proof is upon the applicant.

FACTS

1. Applicant's Proposal

Applicant requests Community Service Use approval to construct new facilities at the existing Riverdale School. The request includes proposals for construction of new classrooms and library and replacement and expansion in size of the existing gymnasium.

2. Site and Vicinity Information

- A. The subject parcel is located south of the intersection of S.W. Breyman and S.W. Military Road. It is bordered by S.W. Breyman on the east and by S.W. Military Road on the west. The Riverdale School is located on an 8.6 acre site. Most of the development for the school is located on the northern area of the site. The southern area is relatively undeveloped and used as an athletic field. The western tip of the north portion of the site is densely forested and steeply sloped, while the central and eastern portions where the development is located, slopes gently west to east. A site plan is attached hereto as Exhibit "A" and is incorporated by this reference herein.
- B. The area surrounding the subject site is predominately residential with several large homes in close proximity to the site. Topography in the area varies considerably. The area directly across the street from the school on Breyman Avenue slopes gently downhill toward the east. The area to the north across Military Road, and west at the rear of the site, is much steeper, with hills rising sharply away from the subject property.
- C. Zoning in the vicinity of the site is R-30 Single Family Residential. The zoning map designates this as CS. However, it does not appear that the

subject site has ever received a CS permit. The site has been used for a school for at least 75 to 100 years. Such use pre-dates the earliest Multnomah County Zoning Ordinance. A vicinity map is attached hereto as Exhibit "B" and is incorporated by this reference herein.

3. Testimony and Evidence Presented

A. During the course of the hearing on January 17, 1996, and during the fourteen (14) day period of time thereafter, the seven in which the record remained open, and during the subsequent seven days after the record was closed in which the applicant could submit final written argument, the following exhibits were received by the Hearings Officer:

- (1) Application Narrative and Plans
- (2) Riverdale School Traffic Study, Kittelson and Associates
- (3) DR 90-030-02 Memo from Transportation Division re: improvements
- (4) Staff Report
- (5) Slides (21)
- (6) Documents from DR 90-30-02
- (7) Written testimony of John H. Garren (01008 SW Comus, Portland, Oregon 97219)
- (8) Photographs (3); Road Conditions
- (9) Elementary School Enrollment Bar Graph
- (10) Letter in opposition: Kathi Noles
- (11) Letter in opposition: Marjorie Maletzky
- (12) Map: school and nearby easement
- (13) Photographs (6): site and drainage
- (14) Property Profile/Title Insurance Report

(15) Argument in Support of the Application

- B. Barry Manning testified for the County, summarized the history of the application in his Staff Report, and identified the slides of the site and surrounding property which are listed as Exhibit 5 herein. Except as stated otherwise in this Opinion, the facts stated in the Staff Report are hereby incorporated by this reference herein.
- C. Henry Fitzgibbon, applicant, appeared as the authorized representative of the property owner, the Riverdale School District. Mr. Fitzgibbon of Soderstrom Architects, testified that the Riverdale School facility would not be used for high school grades nine (9) through twelve (12). The school district has developed a master plan for enhancement of the facilities at the Riverdale School. The current facility lacks a cafeteria. The new facility will include three classrooms and a Media Center/-Library. The existing library will be remodeled into two classrooms. The classroom wing adjacent to the Gymnasium will be remodeled into a cafeteria facility. The Gymnasium building will be replaced with a larger building which will provide a regulation size gymnasium. The net result is that the number of classrooms will remain the same and school will have a larger Media Center, and a Cafeteria. The actual student capacity of the facility will not increase.
- D. Neale Creamer testified in support of the application, and indicated that the school was the ultimate community service. The school has been a long time part of the community and was the heart and soul of the Riverdale community.
- E. Jose' Cruz, Jr. testified that the school had existed at that present site for approximately 100 years and did provide a service to the community. He didn't indicate an objection to the continuance of the school facility at the site. He did express concerns about children being bussed in from outside of the district and he had concerns about portions of the application review being determined during Design Review.
- F. Frank Wagner indicated that he supports the concept of a new gym and cafeteria, but is concerned about the existing traffic situation and parking conditions. He was also concerned that there is no opportunity for public input in the Design Review process.
- G. John Garren commented on the application and expressed concerns that the school's practice of accepting non-resident tuition students has increased traffic impacts in the area. He asked that the permit stipulate

that any enrollment exceeding 350 students require a new permit application. He also expressed concerns about the current school's deviation from the traffic standards. He asked that the Hearings Officer resolve all issues relative to parking and traffic at this time rather than later during the subsequent Design Review process.

- H. Ellen Everson testified that the need for the new gym was well documented. She questioned the need for the other buildings and expressed concerns about traffic and illegal parking.
- I. Karen Wagner expressed concerns regarding the extent of the decisions that were to be made as part of the Design Review process. She also was concerned about the potential impact development would have on water run-off patterns in the area.
- J. John Dorst, Multnomah County Department of Transportation, indicated that the water run-off from the proposal would be limited. On-site detention would be required. No net off-site water flow increase would result from the development.
- K. Kathi Noles testified in person and submitted written testimony. She stated that Riverdale School was built in 1920. She was concerned about possible violation of deed restrictions on the property deeds for the school. She was also concerned that the practice of admitting non-resident tuition students was creating a significant increase in parking demand and traffic congestion. She asked that the school population be limited to local resident students. She expressed concerns about past exceptions granted the school on parking requirements.
- L. Marjorie Maletzky submitted testimony expressing concerns about the Riverdale School facility being used to house a temporary high school.
- M. Art Piculell expressed concerns about not receiving notice (he has an easement across property within the notice area). He was concerned about safety and traffic issues. He also wanted to see a copy of the deed to the school district and asked that the County review the restrictions on the property. He requested that the record remain open.
- N. Tom Scarpone testified about school district decisions and policies. He felt that the facility could be better operated as a K through six (6) facility.

- O. Boyd Applegarth, the Superintendent of Riverdale School, indicated that the capacity of the students would not increase beyond 350. He also indicated that the school had about 36 employees. He also stated that the school would be used only for grades K through eight (8). No temporary high school would be located at the facility.

STANDARDS AND CRITERIA, ANALYSIS AND FINDINGS OF FACT

1. Applicability of Community Service Use Standards

The Riverdale School has existed on the subject site for between 75 and 100 years. The use as a school pre-dates the land use planning process in Multnomah County. The school site is zoned R-30. Section 11.15.2842 of the Multnomah County Zoning Ordinance provides:

"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:

(A) Single family dwellings;

*** * ***

(D) Special uses, such as parks, playgrounds or community centers, churches, schools, golf courses and uses of similar nature as provided in MCC .7005 through .7041, when approved by the Hearings Officer.

Only certain limited types of uses are allowed in this zone. A single family dwelling would be allowed without any kind of hearing. A school, however, would come under the provisions of subsection (D) and no building or structure could be erected, altered or enlarged unless the special use is approved by the Hearings Officer.

The manner in which this section of the Code is written makes it unclear as to whether the County intended to require a review by the Hearings Officer each time a building or structure is erected, altered or enlarged for an approved CS use or whether it was just the initial approval of the CS use that required review by the Hearings Officer.

If subparagraph (D) read "special uses, * * * , when approved as provided in MCC .7005 through .7041.", it would be clear that structures constructed pursuant to a previously approved CS use could be altered or enlarged without further review. However, this section talks about erecting, altering or enlarging structures for special uses as provided in "MCC .7005 through .7041, when approved by the Hearings

Officer". This makes it sound like any time a building or structure is erected, altered or enlarged for a special use, review by a Hearings Officer would be required.

For purposes of the instant case, it is not necessary to decide whether in all instances an alteration or enlargement of structures used in a CS use would require Hearings Officer approval. In the instant case, I find that review under the provisions of Section MCC .7006 through .7041 and review by a Hearings Officer is necessary, since the school in question has never been reviewed by a Hearings Officer or received an actual CS permit.

In Exhibit 15, a letter submitted as closing argument after the record was closed, the school district seems to question why it is being required to obtain Community Service approval and raises questions regarding conforming vs. nonconforming uses.

At the present time, the subject site carries a designation of CS on the zoning map, but apparently has never received a Community Service Use approval and has never been subject to Community Service review. The Community Service Use is a special use and not a special district. There are no provisions that I am aware of in the Zoning Ordinance that require Multnomah County to place a CS designation on the Zoning Map once CS approval has been given. Apparently, at some point in time, the County previously recognized that the existing use of the subject site was similar to those uses designated Community Service and placed that designation on the map. That does not mean that it ever obtained a CS permit.

It is questionable whether the subject site complies with all of the present standards for Community Service uses. It appears that the site does not comply with the current parking requirements in the Zoning Ordinance. Even if the subject site does not comply with all current CS standards, it would be allowed to continue unchanged under the nonconforming use sections of the Zoning Ordinance. Pursuant to the definition section, 11.15.010, a nonconforming use is **"a use to which a building or land is put at the time this chapter became effective and which does not conform with the use regulations of the district in which it is located."**

There was substantial evidence which indicated that the use of the subject site as a school has been continual for at least seventy-five (75) years. There is also evidence indicating that the site does not comply with the required parking provisions. Accordingly, it may be that the subject property is in fact a non-conforming use. As such, it could continue unchanged and would not be required to update its parking standards to continue in existence. However, where, as here, the school district contemplates substantive structural changes to the property, including changes which would necessitate provision of additional parking spaces under current ordinance standards, such changes would be considered an alteration of a non-conforming use which would create a change of greater impact to the neighborhood and thus could

not be allowed under the nonconforming use sections of the ordinance. Such improvements could only be constructed in conformance with current ordinance standards. Accordingly, under both the provisions of the R-30 Zone, Section 11.15.2842 and under the provisions of the Nonconforming Use Section of the Zoning Ordinance, if the school district wishes to go forward with the proposed additions and changes in structures at the subject site, it must obtain CS approval to do so.

2. Community Service Use Standards

A. MCC 11.15.7015: Community Service Use Approval Criteria

In approving a Community Service use, the approval authority shall find that the proposal meets the following approval criteria * * *:

(A) Is consistent with the character of the area;

ANALYSIS:

The Riverdale School is an existing use, one which pre-dates zoning in Multnomah County. The use has been recognized as a Community Service Use for many years. Early versions of the County's Comprehensive Plan and the Zoning Map identify this site as a Community Service Use. The use of the site as a school pre-dates much of the development in the area. The use of the site as a grade school/middle school is consistent with the character of the area. The application does not propose to expand or alter the grade ranges the school uses. Therefore the proposed additions would maintain a use that is already recognized as consistent with the character of the area. Conditions would be imposed on approval to ensure that the grade range is not expanded. Accordingly, I do find that the proposal is consistent with the character of the area.

(B) Will not adversely affect natural resources;

ANALYSIS:

The proposed structures will replace existing facilities. A limited number of existing scrub maples will need to be removed to accommodate new structures. This will have little impact on the existing dense Douglas Fir and Oak canopy to the west of the buildings. Excavation will be kept to a minimum. On-site water quality systems will be developed for handling new impervious surface run off. No net increases in surface water run off will occur. The on-site water detention issues will be further addressed in Design Review. Accordingly, I do find that the proposal will not adversely affect natural resources in the area.

(C) Will not conflict with farm or forest uses in the area;

ANALYSIS:

There are no farm or forest uses in the area. This criteria is met.

(D) Will not require public services other than those existing or programmed for the area;

ANALYSIS:

The site is already served by water and sewer services, as well as gas, electric, and telecommunications utilities. The road network serving the site is also currently in place. No new public services will be required. Accordingly, I find that this proposal will not require public services other than those existing or programmed for the area.

(E) Will be located outside a big game winter habitat area as defined by the Oregon Department of Fish and Wildlife or that agency has certified that the impacts will be acceptable;

ANALYSIS:

The subject site is not located in a Big Game Winter Habitat Area. Accordingly, this section is not applicable.

(F) Will not create hazardous conditions, and

ANALYSIS:

The proposed building additions do not create hazardous conditions. However, some existing conditions related to on-street parking during school start and end times may be hazardous. The existing traffic conditions at the Riverdale school may also be considered somewhat hazardous.

The existing off-site hazards are due to traffic generated by the school at the start and end of the school day. Parents and others waiting to pick-up children in the afternoon park in several places that create hazards. Children have a tendency to weave through parked cars adjacent to the school and can walk into areas where vehicles travel at speed. In addition to parking problems, some vehicles circle or pass-by the site several times while waiting for children, unable to park. Children walking or running into the street to get into cars create conflicts with vehicles, resulting in potentially hazardous situations. Addition of on-site parking spaces will help alleviate some of these hazardous conditions. Further review by the Transportation Division as part of the Design Review process will facilitate the elimination of such hazards.

Circulation and parking plans will not be finalized until the subsequent Design Review process. Accordingly, these issues can most appropriately be resolved during the Design Review phase. It appears feasible to resolve internal parking and circulation hazards by relocating the proposed parking on site or by remodeling to physically separate vehicles and student pedestrians. As a Condition of Approval, the applicant will be required to submit a detailed Parking and Circulation Plan that eliminates hazardous conditions and meets the requirements of the County Transportation Division and County Code as part of the Final Design Review process. Accordingly, I find that this proposal will not create hazardous conditions and that conditions should be imposed that will alleviate the somewhat hazardous existing conditions.

(G) Will satisfy the applicable policies of the Comprehensive Plan.

ANALYSIS:

Applicable policies of the Comprehensive Plan are addressed in following sections of this Decision.

(H) Will satisfy other applicable approval criteria as are stated in this section.

ANALYSIS:

The additional approval criteria are the off-street parking provisions and the landscaping and screening requirements which are discussed as follows.

B. MCC 11.15.6102: Off-Street Parking - General Provisions

In the event of the erection of a new building or an addition to an existing building, or any change in the use of an existing building, structure or land which results in an intensified use by customers, occupants, employees or other persons, off-street parking and loading shall be provided according to the requirements of this section.

C. MCC 11.15.6116

(A) Any alteration of the use of any land or structure under which an increase in the number of parking or loading spaces is required by this section shall be unlawful unless the additional spaces are provided.

D. MCC 11.15.6142: Minimum Required Off-Street Parking Spaces

(B) Public and semi-public Buildings and Uses

- (9) **Primary, Elementary or Junior High and equivalent private or parochial schools - One space for 84 square feet of floor area in the auditorium or one space for each twelve seats or 24 feet of bench length, whichever is greater;**

MCC 11.15.0010 Definitions:

"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.

ANALYSIS:

For the amount of parking spaces required, staff based its recommendation on the size of the addition to the auditorium and took into consideration the fact that the subject site had previously received an exception from the parking requirements. However, MCC 11.15.6102 provides that in the event of the erection of a new building, or the addition to an existing building, off-street parking and loading shall be provided according to the requirements of this section. This application involves complete replacement of an existing gymnasium/auditorium and the construction of a new larger gymnasium/auditorium. The applicant has not applied for an exception from the standards of the parking ordinance. In view of the extensive public testimony regarding the problems with parking and traffic congestion, it is highly unlikely that the applicant could have met the burden of producing substantial evidence to indicate that the required number of parking spaces is inappropriate or unneeded. However, that question is not before the Hearings Officer since no exception was applied for.

Under the parking provisions, one space for 84 square feet of floor space in the auditorium (gymnasium) is required. In the instant case, the proposed gymnasium will be 5,722 square feet. Accordingly, a total of 68 parking spaces will be required.

In the staff report, Planner Barry Manning also discussed the parking requirements for a Kindergarten. However, I find that the provisions of Section 11.15.6142 (B)(10) are intended to apply to a separate Kindergarten/nursery where such a facility is not operated in conjunction with a primary/elementary school. Accordingly, I do not find the parking provisions which are relative to a Kindergarten applicable in the instant case.

Requirements of the Zoning Ordinance relating to off-street parking do not need to be addressed in final form at this stage of the project. The project will also be subject to Design Review. The actual parking layout and design will be subject to further scrutiny in the Design Review process.

There is a significant amount of open space at the school facility and it appears feasible to provide the needed parking spaces.

If the size of the auditorium (gymnasium) changes, then the number of parking spaces could be adjusted accordingly. However, under the current proposal, 68 parking spaces must be provided. Accordingly, I do find that it is possible to provide off-street parking and loading in accordance with the Zoning Ordinance requirements.

E. MCC 11.15.6140: Landscape and Screening Requirements

- (B) **Parking or loading spaces located within 50 feet of a property line of a lot in a residential or other district listed in MCC .2002 through .2966 shall be separated from such property line by a sight-obscuring fence with height and materials suitable to meet the requirements of subsection MCC .7850(A)(7).**

ANALYSIS:

The specific landscaping and screening requirements will be addressed in the Design Review phase of the project. Accordingly, I do find that this criteria can be met and that the appropriate level of review is to be provided in Design Review.

3. Comprehensive Plan Policies:

POLICY NO. 2, OFF-SITE EFFECTS.

THE COUNTY'S POLICY IS TO APPLY CONDITIONS TO ITS APPROVAL OF LAND USE ACTIONS WHERE IT IS NECESSARY TO:

- A. PROTECT THE PUBLIC FROM THE POTENTIALLY DELETERIOUS EFFECTS OF THE PROPOSED USE; OR**
B. FULFILL THE NEED FOR PUBLIC SERVICE DEMANDS CREATED BY THE PROPOSED USE.

ANALYSIS:

The addition of the proposed facilities do not generate any deleterious effects. The proposal makes it possible to improve Community Service provided by the grade school. The facilities as proposed do not add any capacity to the existing Riverdale School. Parking and internal circulation issues must be further addressed in the Design Review process in order to eliminate existing traffic and parking conditions that are potentially hazardous. Conditions of approval will be applied as appropriate to insure that the public is protected. Accordingly, I do find that this proposal fulfills a need for public service demand for schools

and it is possible to protect the public from potentially deleterious effects of the proposed use.

POLICY NO. 13, AIR, WATER AND NOISE QUALITY.

MULTNOMAH COUNTY, ... SUPPORTS EFFORTS TO IMPROVE AIR AND WATER QUALITY AND TO REDUCE NOISE LEVELS. ... FURTHERMORE, IT IS THE COUNTY'S POLICY TO REQUIRE, PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION, A STATEMENT FROM THE APPROPRIATE AGENCY THAT ALL STANDARDS CAN BE MET WITH RESPECT TO AIR QUALITY, WATER QUALITY, AND NOISE LEVELS.

ANALYSIS:

The addition of these facilities should have no effect on air pollution, water quality or neighborhood noise. The proposal does not increase student capacity at the school. The impacts to air and noise quality in this instance are negligible. The site is served by sewer and storm water discharge will be reviewed by Multnomah County in the Design Review process. Therefore, this proposal is receiving appropriate scrutiny from the applicable agencies in regards to water quality issues. Accordingly, I find that the provisions of Policy 13 have been met.

POLICY NO. 14, DEVELOPMENT LIMITATIONS

THE COUNTY'S POLICY IS TO DIRECT DEVELOPMENT AND LAND FORM ALTERATIONS AWAY FROM AREAS WITH DEVELOPMENT LIMITATIONS EXCEPT UPON A SHOWING THAT DESIGN AND CONSTRUCTION TECHNIQUES CAN MITIGATE ANY PUBLIC HARM OR ASSOCIATED PUBLIC COST, AND MITIGATE ANY ADVERSE EFFECTS TO SURROUNDING PERSONS OR PROPERTIES. DEVELOPMENT LIMITATION AREAS ARE THOSE WHICH HAVE ANY OF THE FOLLOWING CHARACTERISTICS:

- A. SLOPES EXCEEDING 20%;**
- B. SEVERE SOIL EROSION POTENTIAL;**
- C. LAND WITHIN THE 100 YEAR FLOOD PLAIN;**
- D. A HIGH SEASONAL WATER TABLE WITHIN 0-24 INCHES OF THE SURFACE FOR 3 OR MORE WEEKS OF THE YEAR;**
- E. A FRAGIPAN LESS THAN 30 INCHES FROM THE SURFACE;**
- F. LAND SUBJECT TO SLUMPING, EARTH SLIDES OR MOVEMENT.**

ANALYSIS:

Both the applicant and staff indicated that none of the development limitations listed above apply to this site. Any issues dealing with storm water run-off will be addressed in the Design Review process and final drainage plans must be approved by the City of Portland Bureau of Buildings, the agency Multnomah County contracts with to address these issues. Since it appears that there are

no specific development limitations applicable to this property, there are no specific measures and mitigation that will be required. General considerations regarding drainage and surface water run-off applicable to all proposals subject to Design Review will be considered at the Design Review process. Accordingly, I find that this proposal is consistent with this Comprehensive Plan policy.

POLICY NO. 19, COMMUNITY DESIGN:

THE COUNTY'S POLICY IS TO MAINTAIN A COMMUNITY DESIGN PROCESS WHICH:

- A. EVALUATES AND LOCATES DEVELOPMENT PROPOSALS IN TERMS OF SCALE AND RELATED COMMUNITY IMPACTS WITH THE OVERALL PURPOSE BEING A COMPLEMENTARY LAND USE PATTERN.**
- B. EVALUATES INDIVIDUAL PUBLIC AND PRIVATE DEVELOPMENTS FROM A FUNCTIONAL DESIGN PERSPECTIVE, CONSIDERING SUCH FACTORS AS PRIVACY, NOISE, LIGHTS, SIGNING, ACCESS, CIRCULATION, PARKING, PROVISIONS FOR THE HANDICAPPED AND CRIME PREVENTION TECHNIQUES.**
- C. MAINTAINS A DESIGN REVIEW PROCESS AS AN ADMINISTRATIVE PROCEDURE WITH AN APPEAL PROCESS, AND BASED ON PUBLISHED CRITERIA AND GUIDELINES. CRITERIA AND GUIDELINES SHALL BE DEVELOPED SPECIFICALLY FOR COMMERCIAL, INDUSTRIAL AND RESIDENTIAL DEVELOPMENTS.**
- D. ESTABLISHES CRITERIA AND STANDARDS FOR PRE-EXISTING USES, COMMENSURATE WITH THE SCALE OF THE NEW DEVELOPMENT PROPOSED.**
- E. EVALUATES INDIVIDUAL PUBLIC AND PRIVATE DEVELOPMENT ACCORDING TO DESIGN GUIDELINES IN THE APPLICABLE ADOPTED COMMUNITY PLAN.**

ANALYSIS:

Policy 19 is a general County policy which has been implemented through the adoption of a Design Review process. Accordingly, this application will be subject to Design Review and compliance with the requirements of Design Review approval will constitute compliance with this Comprehensive Plan provision.

POLICY NO. 31, COMMUNITY FACILITIES AND USES.

THE COUNTY'S POLICY IS TO:

- A. SUPPORT THE SITING AND DEVELOPMENT OF A FULL RANGE OF COMMUNITY FACILITIES AND SERVICES BY SUPPORTING THE LOCATION AND SCALING OF COMMUNITY FACILITIES AND USES MEETING THE NEEDS OF THE COMMUNITY AND REINFORCING COMMUNITY IDENTITY.**

- B. ENCOURAGE COMMUNITY FACILITIES SITING AND EXPANSION AT LOCATIONS REINFORCING ORDERLY AND TIMELY DEVELOPMENT AND EFFICIENT PROVISION OF ALL PUBLIC SERVICES AND FACILITIES.
- C. ENCOURAGE LAND USE DEVELOPMENT WHICH SUPPORT THE EFFICIENT USE OF EXISTING AND PLANNED COMMUNITY FACILITIES.
- D. SUPPORT THE DEVELOPMENT OF A UNIFIED APPROACH TO LONG RANGE COMMUNITY FACILITIES PLANNING AND CAPITAL INVESTMENT PROGRAMMING IN MULTNOMAH COUNTY.
- E. CLASSIFY COMMUNITY FACILITIES ACCORDING TO THEIR FUNCTION AND SCALE OF OPERATIONS.
- F. LOCATE COMMUNITY FACILITIES ON SITES WITH AVERAGE SITE GRADES CONSISTENT WITH A PROJECT'S SCALE AND IMPACTS. SITE SLOPE REQUIREMENTS BY SCALE ARE:

<u>SCALE</u>	<u>AVERAGE SITE SLOPE STANDARD</u>
MINOR COMMUNITY	10%

FOR SITES WITH AVERAGE SLOPES STEEPER THAN THE STANDARD THE DEVELOPER MUST BE ABLE TO DEMONSTRATE THAT THROUGH ENGINEERING TECHNIQUES ALL LIMITATIONS TO DEVELOPMENT AND THE PROVISION OF SERVICES CAN BE MITIGATED.

- G. SUPPORT THE LOCATION OF COMMUNITY FACILITIES ON EXISTING TRANSPORTATION SYSTEMS WITH VALUE CAPACITIES AND MODAL MIX SPLITS AVAILABLE AND APPROPRIATE TO SERVE PRESENT AND FUTURE SCALES OF OPERATION. VEHICULAR ACCESS REQUIREMENTS BY SCALE OF FACILITY ARE:

<u>SCALE</u>	<u>VEHICULAR ACCESS STANDARDS</u>
MINOR COMMUNITY	DIRECT ACCESS TO A COLLECTOR STREET AND NO ROUTING THROUGH LOCAL NEIGHBORHOOD STREETS. PUBLIC TRANSIT AVAILABLE WITHIN 1/4 MILE

- H. RESTRICT THE SITING OF COMMUNITY FACILITIES IN LOCATIONS WHERE SITE ACCESS WOULD CAUSE DANGEROUS INTERSECTIONS OR TRAFFIC CONGESTION CONSIDERING THE FOLLOWING:
 - 1. ROADWAY CAPACITIES.
 - 2. EXISTING AND PROJECTED TRAFFIC COUNTS.
 - 3. SPEED LIMITS.
 - 4. NUMBER OF TURNING POINTS.
- I. SUPPORT COMMUNITY FACILITIES SITING AND DEVELOPMENT AT SITES OF A SIZE WHICH CAN ACCOMMODATE THE PRESENT AND FUTURE USES AND IS OF A SHAPE WHICH ALLOWS FOR A SITE LAYOUT IN A MANNER WHICH MAXIMIZES USER CONVENIENCE,

ENERGY CONSERVATION, AND PEDESTRIAN AND BICYCLE ACCESS TO AND WITHIN THE SITE.

- J. PROMOTE COMPATIBLE DEVELOPMENT AND MINIMIZE ADVERSE IMPACTS OF SITE DEVELOPMENT ON ADJACENT PROPERTIES AND THE COMMUNITY THROUGH THE APPLICATION OF DESIGN REVIEW STANDARDS CODIFIED IN MCC 11.05.7805-11.05.7865.**
- K. PROVIDE FOR THE SITING AND EXPANSION OF COMMUNITY FACILITIES IN A MANNER WHICH ACCORDS WITH THE OTHER APPLICABLE POLICIES OF THIS PLAN.**

ANALYSIS:

- A. The application proposes improvement of an existing grade school facility. The location and size of the facility is scaled to meet the needs of the community. The improvements to the facility will allow the school to better meet the educational needs of the community.**
- B. The facility has been in place at its current location for 75 to 100 years. The location is central to the Riverdale community. All public services are currently available at the site.**
- C. The proposed development will all occur on the subject site which is currently being used as a school. This approval will legitimize the entire subject site as a Community Service Use. This will enable the school to most efficiently use existing community facilities.**
- D. The enhancement of educational opportunities at this existing facility is consistent with the development of the unified approach to long range community facilities planning and capital investment programming in Multnomah County.**
- E. This facility is classified as a minor community facility in scale. And as a grade/middle school in type.**
- F. It appears that this existing school is located on a site with average grades consistent with the project scale. Site slope requirements by scale do not appear to exceed 10%.**
- G. This is an existing facility in a fully developed neighborhood. Transportation to and from the facility is available. The school is not currently located on a collector street. It is located along neighborhood streets. Breyman, however, is located only one block from Macadam Avenue, and Macadam is a State highway. The proposed additions should have little impact on the community at large and are proposed as additions to an existing facility. The Comprehensive Plan further provides that:**

"It is intended that (these) locational criteria be construed in a flexible manner, in the interest of accommodating proposal which, though not strictly in conformance with the

applicable criteria, are found to be in the public interest and capable of harmonious integration into the community. The burden of proving conformance of a proposal to the plan should vary with the degree of change and impact on the community: The more drastic the change and the greater the impact, the more strictly the criteria should be construed."

The proposed additions result in no net gain in classroom capacity, and negligible increase in adverse traffic impacts. Accordingly, the siting criteria requiring location of the facility on a "collector street" will be construed in a flexible manner. As the facility is an existing school, the siting considerations with respect to roadway capacities, existing and projected traffic counts, speed limits, and turning points are not directly applicable. However, these issues should be further addressed in the Design Review process to ensure that the proposal does not result in hazardous conditions and that any existing conditions which are potentially hazardous be alleviated to the extent that is reasonably possible.

- H. The capacity of Breyman is adequate for the purpose of the school and neighborhood. Traffic at the school is intermittent and off-peak. The traffic entrances to the site are located away from the intersection of Breyman and Military Road. Since the proposed additions did not increase the capacity of the school, relatively little traffic impact is anticipated.
- I. The school is fully developed and additional expansion is not anticipated. The school is centrally located for the community and therefore provides efficient user convenience. The site currently provides covered bicycle parking facilities.
- J. Design Review standards will be applied. Other applicable provisions of the Comprehensive Plan are addressed elsewhere in this Opinion. Accordingly, I do find that this proposal meets the standards of Comprehensive Plan Policy 13.

POLICY NO. 33A, TRANSPORTATION SYSTEM:

THE COUNTY'S POLICY IS TO IMPLEMENT A BALANCED, SAFE AND EFFICIENT TRANSPORTATION SYSTEM. IN EVALUATING PARTS OF THE SYSTEM, THE COUNTY WILL SUPPORT PROPOSALS WHICH:

- A. IMPLEMENT THE COMPREHENSIVE PLAN;**
- B. BEST ACHIEVE THE OBJECTIVES OF THE SPECIFIC PROJECT;**
- C. PROTECT OR ENHANCE WATER AND AIR QUALITY AND REDUCE NOISE LEVELS;**

- D. PROTECT SOCIAL VALUES AND THE QUALITY OF NEIGHBORHOODS AND COMMUNITIES;**
- E. SUPPORT ECONOMIC GROWTH;**
- F. PROVIDE A SAFE, FUNCTIONAL AND CONVENIENT SYSTEM; AND**
- G. PROVIDE OPTIMUM EFFICIENCY AND EFFECTIVENESS OF INVESTMENT.**
- H. UPDATE AND REFINE THE BICYCLE CORRIDOR CONCEPT PLAN.**

THE COUNTY WILL ALSO CONSIDER:

- I. EQUALITY OF ACCESS TO URBAN OPPORTUNITIES;**
- J. THE DEGREE OF MOBILITY AVAILABLE TO ALL PEOPLE IN TERMS OF ALTERNATIVE TYPES OF TRANSPORTATION;**
- K. ENERGY CONSERVATION AND EFFICIENCY;**
- L. SYSTEM FLEXIBILITY;**
- M. PEDESTRIAN CROSSING AND SAFETY; AND**
- N. THE NEED FOR LANDSCAPING AND OTHER DESIGN TECHNIQUES NECESSARY FOR VISUAL ENHANCEMENT.**

ANALYSIS:

The proposed improvements to the school facility would not result in any increase in student capacity. Accordingly, it is anticipated that the traffic impacts of the proposed development will be minimal. Some additional traffic impacts may be generated by the events to be held at the larger auditorium (gymnasium) facility. Concerns about the existing potential hazards relative to traffic safety and parking are issues that require further attention during the Design Review process.

The objectives of the project are to improve the quality of education at Riverdale School. The proposal will have negligible impact on water, air or noise quality. Riverdale School adds significantly to the social quality of the neighborhood. Good educational opportunities promote economic growth. The proposed improvements are designed to facilitate the educational environment of Riverdale School. This policy is a general policy that has been given appropriate consideration. The actual implementation of the policy in regards to a specific proposal can be accomplished through Design Review. Accordingly, I find that the proposal is generally consistent with this policy and that a condition should be imposed that would require applicant to comply with transportation improvements as required by the Multnomah County Transportation Division during the Design Review process.

POLICY 35, PUBLIC TRANSPORTATION.

THE COUNTY'S POLICY IS TO SUPPORT A SAFE, EFFICIENT AND CONVENIENT PUBLIC TRANSPORTATION SYSTEM BY:

*** * ***

- B. LOCATING POPULATION CONCENTRATIONS, COMMERCIAL CENTERS, EMPLOYMENT CENTERS, AND PUBLIC FACILITIES IN AREAS WHICH CAN BE SERVED BY PUBLIC TRANSPORTATION,**

ANALYSIS:

The Riverdale School is not currently located directly on a public transportation (Tri-Met) route. The nearest public transportation stop is located approximately one-quarter mile away on Macadam Avenue. The routes on Macadam include lines 35 and 36. These lines both have fifteen minute a.m. peak hour frequencies and 20 minute and 30 minute p.m. peak hour frequencies respectively. This site is served directly by school buses. This is an existing facility. I find that appropriate consideration has been given to this Comprehensive Plan policy.

POLICY NO. 36, TRANSPORTATION DEVELOPMENT REQUIREMENTS.

THE COUNTY'S POLICY IS TO INCREASE THE EFFICIENCY AND AESTHETIC QUALITY OF THE TRAFFICWAYS AND PUBLIC TRANSPORTATION BY REQUIRING:

- A. THE DEDICATION OF ADDITIONAL RIGHT-OF-WAY APPROPRIATE TO THE FUNCTIONAL CLASSIFICATION OF THE STREET GIVEN IN POLICY 34 AND CHAPTER 11.60.**
- B. THE NUMBER OF INGRESS AND EGRESS POINTS BE CONSOLIDATED THROUGH JOINT USE AGREEMENTS,**
- C. VEHICULAR AND TRUCK OFF-STREET PARKING AND LOADING AREAS**
...
- D. OFF-STREET BUS LOADING AREAS AND SHELTERS FOR RIDERS,**
- E. STREET TREES TO BE PLANTED,**
- F. A PEDESTRIAN CIRCULATION SYSTEM AS GIVEN IN THE SIDEWALK PROVISIONS, CHAPTER 11.60,**
- G. IMPLEMENTATION OF THE BICYCLE CORRIDOR CAPITAL IMPROVEMENTS PROGRAM,**
- H. BICYCLE PARKING FACILITIES AT BICYCLE AND PUBLIC TRANSPORTATION SECTIONS IN NEW COMMERCIAL, INDUSTRIAL AND BUSINESS DEVELOPMENT, AND**
- I. NEW STREETS IMPROVED TO COUNTY STANDARDS IN UNINCORPORATED COUNTY MAY BE DESIGNATED PUBLIC ACCESS ROADS AND MAINTAINED BY THE COUNTY UNTIL ANNEXED INTO A CITY, AS STATED IN ORDINANCE 313.**

ANALYSIS:

- A. It appears that the adjoining streets have the appropriate functional classification given the residential zoning of the area.
- B. The site has only two points of ingress/egress. These are located away from intersections and between existing buildings. The number of ingress and egress points currently are at a minimum.
- C. The applicant will be required to comply with the off-street requirements of the Zoning Ordinance as indicated earlier in this Opinion.
- D. There is currently no public transportation (Tri-Met) bus service directly to the site. Accordingly, it will not be possible to require the applicant to provide bus loading areas and shelter for riders of the Tri-Met system.
- E. The site is fully landscaped.
- F. The pedestrian circulation system is fully developed and currently in place. The sidewalks border Breyman Avenue.
- G. The site is not located on a bicycle corridor.
- H. This section is not applicable because this is not a commercial, industrial or business development.
- I. This section is not applicable because there are no new streets planned.

The provisions of Policy 36 have been given the appropriate level of consideration for this proceeding. As a condition of approval, the applicant shall be required to comply with any additional transportation improvements required by the Multnomah County Transportation Division in the Design Review process.

POLICY NO. 37, UTILITIES.

THE COUNTY'S POLICY IS TO REQUIRE A FINDING PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:

WATER AND DISPOSAL SYSTEM

- A. **THE PROPOSED USE CAN BE CONNECTED TO A PUBLIC SEWER AND WATER SYSTEM, BOTH OF WHICH HAVE ADEQUATE CAPACITY; OR**

*** * ***

DRAINAGE

- E. **THERE IS ADEQUATE CAPACITY IN THE STORM WATER SYSTEM TO HANDLE THE RUN-OFF; OR**
- F. **THE WATER RUN-OFF CAN BE HANDLED ON THE SITE OR ADEQUATE PROVISIONS CAN BE MADE; AND**
- G. **THE RUN-OFF FROM THE SITE WILL NOT ADVERSELY AFFECT THE WATER QUALITY IN ADJACENT STREAMS, PONDS, LAKES OR ALTER THE DRAINAGE ON ADJOINING LANDS.**

ENERGY AND COMMUNICATIONS

- H. THERE IS AN ADEQUATE ENERGY SUPPLY TO HANDLE THE NEEDS OF THE PROPOSAL AND THE DEVELOPMENT LEVEL PROJECTED BY THE PLAN; AND**
- I. COMMUNICATIONS FACILITIES ARE AVAILABLE.**

FURTHERMORE, THE COUNTY'S POLICY IS TO CONTINUE COOPERATION WITH THE DEPARTMENT OF ENVIRONMENTAL QUALITY, FOR THE DEVELOPMENT AND IMPLEMENTATION OF A GROUNDWATER QUALITY PLAN TO MEET THE NEEDS OF THE COUNTY.

ANALYSIS:

The site is currently served by both public water and sewer. The new buildings will be connected to existing systems. Proof of availability of water and sewer service have been submitted with this application. Accordingly, I find that the proposed use can be connected to a public sewer and water system, both of which are of adequate capacity.

The applicant has indicated that it anticipates dealing with storm water mitigation on site. No impact on adjoining sites due to storm water is anticipated. John Dorst of the Multnomah County Transportation Department indicated that the County would be providing further review of the proposal to make sure that there would be no net increase in the amount of surface water run-off. Accordingly, I find that the water run-off can be handled on site or adequate provisions can be made to handle the run-off and that run-off from the site will not adversely affect or alter the drainage on adjoining lands.

Electrical and telephone utilities are currently available on site. The new buildings will be connected to existing or upgraded systems. Statements of service availability have been submitted with the application. Accordingly, I find that there is an adequate energy supply to handle the needs of the proposal and the development level projected by the plan and communications facilities are available.

POLICY NO. 38, FACILITIES.

THE COUNTY'S POLICY IS TO REQUIRE A FINDING PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:

SCHOOL

- A. THE APPROPRIATE SCHOOL DISTRICT HAS HAD AN OPPORTUNITY TO REVIEW AND COMMENT ON THE PROPOSAL.**

FIRE PROTECTION

- B. THERE IS ADEQUATE WATER PRESSURE AND FLOW FOR FIRE FIGHTING PURPOSES; AND**
- C. THE APPROPRIATE FIRE DISTRICT HAS HAD AN OPPORTUNITY TO REVIEW AND COMMENT ON THE PROPOSAL.**

POLICE PROTECTION

- D. THE PROPOSAL CAN RECEIVE ADEQUATE LOCAL POLICE PROTECTION IN ACCORDANCE WITH THE STANDARDS OF THE JURISDICTION PROVIDING POLICE PROTECTION.**

ANALYSIS:

Service provider forms have been submitted to the County indicating that police and fire protection facilities are adequate to serve the proposed development. The Lake Oswego Fire Marshall has required that all new additions be sprinklered. The school district is the property owner and has strongly endorsed this proposal. As parking is proposed in some areas that are currently striped and marked "fire lane, no parking", a condition of approval will be imposed requiring applicant to provide a detailed plan for fire fighting access. The fire district will have an opportunity to approve said plan prior to final site plan approval during the Design Review process.

Accordingly, I find that the appropriate school district has had an opportunity to review and comment on the proposal. There is adequate water pressure and flow for fire fighting purposes. The appropriate fire district has had an opportunity to review and comment on the proposal. The proposal can receive adequate local police protection in accordance with the standards of the jurisdiction providing police protection.

POLICY NO. 40, DEVELOPMENT REQUIREMENTS.

THE COUNTY'S POLICY IS TO ENCOURAGE A CONNECTED PARK AND RECREATION SYSTEM AND TO PROVIDE FOR SMALL PRIVATE RECREATION AREAS BY REQUIRING A FINDING PRIOR TO APPROVAL OF LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:

- A. PEDESTRIAN AND BICYCLE PATH CONNECTIONS TO PARKS, RECREATION AREAS AND COMMUNITY FACILITIES WILL BE DEDICATED WHERE APPROPRIATE AND WHERE DESIGNATED IN THE BICYCLE CORRIDOR CAPITAL IMPROVEMENTS PROGRAM AND MAP.**

*** * ***

- C. AREAS FOR BICYCLE PARKING FACILITIES WILL BE REQUIRED IN DEVELOPMENT PROPOSALS, WHERE APPROPRIATE.**

ANALYSIS:

This facility currently provides a community use and bicycle parking is currently available on the site. A thorough analysis of transportation system impacts, including the need for additional pedestrian and/or bicycle facilities will be undertaken in the Design Review process. The applicant, as a condition of approval, will be required to comply with transportation improvements as required by the Multnomah County Transportation Division during Design Review. Accordingly, I find that Section A and C of Policy 40 relating to the park and recreation system has been given the appropriate level of consideration for this stage of the application process. Further consideration will be given to these issues during Design Review.

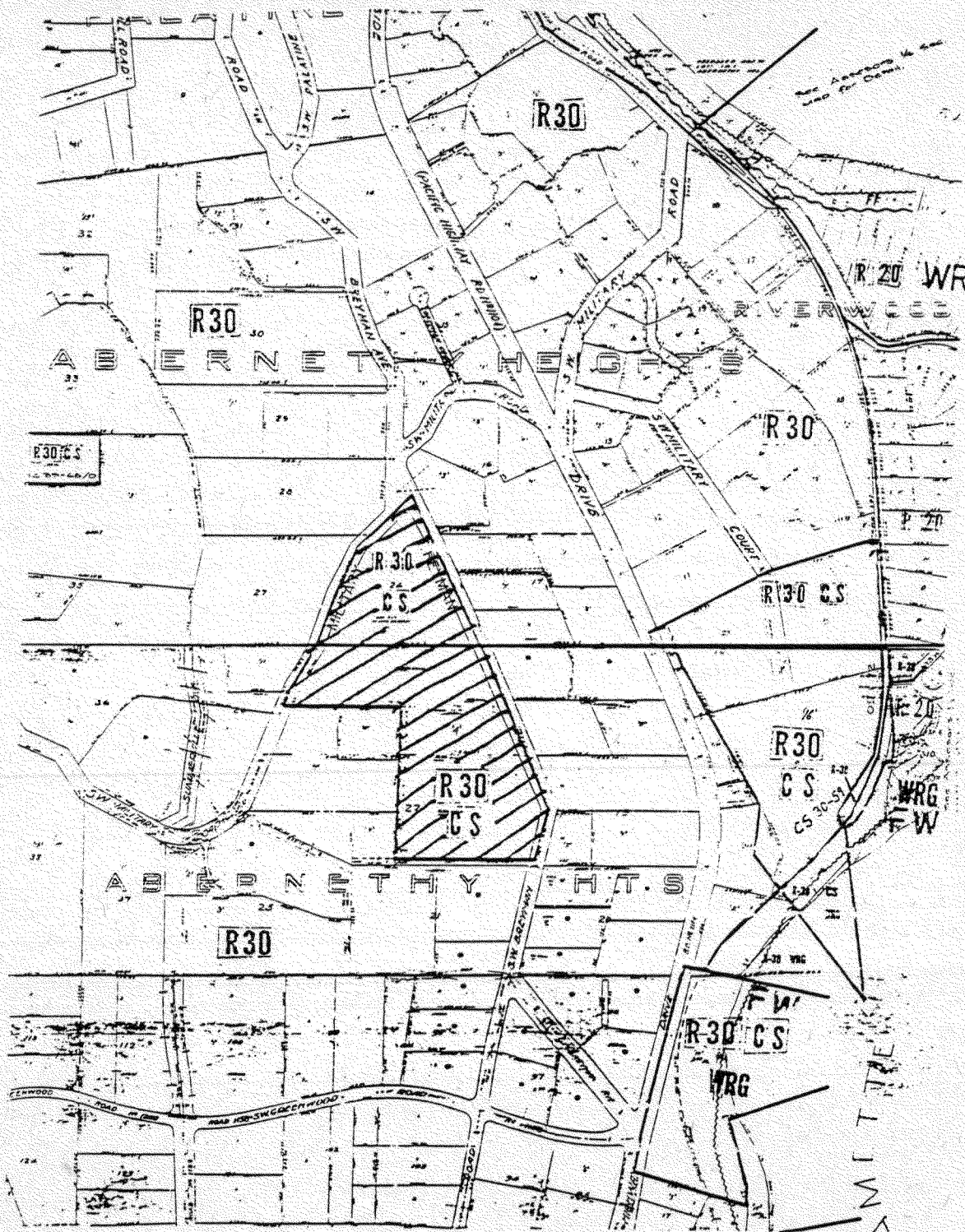
CONCLUSION

Based on the findings and the substantial evidence cited or referenced herein, I conclude that the application for the Community Service Use approval satisfies all applicable approval criteria provided that the conditions of approval are complied with. Accordingly, Community Service Use approval is hereby granted to the entire 8.6 acre subject site, subject to the conditions of approval contained herein.

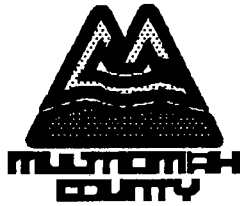
IT IS SO ORDERED, this 9th day of February, 1996.

A handwritten signature in dark ink, appearing to read "Joan M. Chambers", is written over a horizontal line.

JOAN M. CHAMBERS, Hearings Officer



VICINITY MAP CS 5-95



DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE DIVISION
2115 S.E. MORRISON STREET
PORTLAND, OREGON 97214 (503) 248-3043

MEMORANDUM

TO: DEB BOGSTAD
FROM: BARRY MANNING **FAX:** 248-3389
DATE: 3/20/96
RE: CS 5-95 DE NOVO HEARING
PAGES: 1

Deb,

This letter was delivered to the planning office on Tuesday, March 19. It relates to the De Novo appeal hearing on the Riverdale School case, CS 5-95, scheduled for Tuesday 3/26. Please distribute a copy to the Board's staff or to Board members as appropriate.

If you or the Board's staff have questions, give me a call at 2709. Thanks.

BOARD OF
COUNTY COMMISSIONERS
96 MAR 20 PM 3:46
MULTNOMAH COUNTY
OREGON

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

MARCH 18, 1996

CASE FILE: CS 5-95

**HEARING DATE: MARCH 26, 1996, AT 9:30 A.M.
MULTNOMAH COUNTY COURTHOUSE, RM. 602
1021 SW 4th AVENUE, PORTLAND, OREGON, 97204**

**BOARD OF
COUNTY COMMISSIONERS
96 MAR 20 PM 4:25
MULTNOMAH COUNTY
OREGON**

COUNTY COMMISSIONERS:

**AS A HOME OWNER IN THE RIVERDALE SCHOOL DISTRICT, I HAVE CONCERNS WITH
THE SAFETY OF THE STUDENTS IN THE SCHOOL.**

**THE APPLICANT CHALLENGES THE FEBRUARY 9, 1996 HEARING OFFICER'S DECISION TO
APPROVE WITH CONDITIONS, CS 5-95.**

**THE APPLICANT DISAGREES WITH THE COUNTY PLANNING DEPARTMENT AND THE HEARING
OFFICER THAT THE PROPERTY SHOULD NOT HAVE TO HAVE A REVIEW BY THE COUNTY
HEARING OFFICER.**

THE PROPERTY IS ZONED R-30 SINGLE FAMILY, COMMUNITY SERVICE USE.

**THE PROPERTY HAS NEVER BEEN REVIEWED BY A HEARING OFFICER OR RECEIVED AN ACTUAL CS
PERMIT.**

IN 11.15.7005 PURPOSE IT STATES:

**"MCC .7005 THROUGH .7041 PROVIDES FOR THE REVIEW AND APPROVAL OF THE LOCATION AND
DEVELOPMENT OF SPECIAL USES WHICH, BY REASON OF THEIR PUBLIC CONVENIENCE, NECESSITY,
UNUSUAL CHARACTER OR EFFECT ON THE NEIGHBORHOOD, MAY BE APPROPRIATE IN ANY
DISTRICT, BUT NOT SUITABLE FOR LISTING WITHIN OTHER SECTIONS OF THIS CHAPTER."**

**AS STATED IN THE HEARING OFFICER'S REPORT DATED FEBRUARY 9, 1996, THE PROPERTY HAS
NEVER BEEN REVIEWED AND APPROVED BY A HEARING OFFICER OR RECEIVED AN ACTUAL CS
PERMIT. THE COMMUNITY SERVICE USE IS A SPECIAL USE AND NOT A SPECIAL DISTRICT.
THE PURPOSE OF THE REVIEW AND APPROVAL BY A HEARING OFFICER IS TO HAVE THE SITE
COMPLY WITH ALL OF THE PRESENT STANDARDS FOR COMMUNITY SERVICE USE AND PUBLIC
SAFETY. THE EXISTING BUILDINGS DO NOT MEET THE STANDARD ZONING SETBACK
REQUIREMENTS, (11.15.7025 RESTRICTIONS (A) MINIMUM YARD) LOT COVERAGE (11.15.2844 (F),
STANDARDS. SINCE THE BUILDINGS WERE BUILT PRIOR TO THESE STANDARDS, THEY CAN BE
ACCEPTED.(11.15.010 A NON-CONFORMING USE)**

**SINCE THE ZONE IS R-30 FOR THIS SITE, SECTION 11.15.2842 OF THE MULTNOMAH COUNTY ZONING
ORDINANCE (D) PROVIDES: " SPECIAL USES, SUCH AS PARKS, PLAYGROUNDS, OR COMMUNITY
CENTERS, CHURCHES, SCHOOLS, GOLF COURSES AND USES OF SIMILAR NATURE, AS PROVIDED IN
MCC .7005 THROUGH .7041, WHEN APPROVED BY THE HEARING OFFICER."**

**THE SITE IS NOT A PUBLIC APPROVED COMMUNITY SERVICE SITE SINCE IT DID NOT HAVE A PUBLIC
HEARING OR EVER OBTAINED A CS PERMIT, IT MUST COMPLY WITH SECTION 11.15.2842 OF THE
MULTNOMAH COUNTY ZONING ORDINANCE.**

PAGE TWO OF TWO

PARKING:

THE APPLICANT HAS SUBMITTED A DESIGN FOR AN ADDITIONAL BUILDING AND A REMODEL OR A REPLACEMENT OF THE EXISTING GYMNASIUM.

IN MARCH 05, 1990 THE SCHOOL APPLIED AND RECEIVED A EXCEPTION (DR 90-030-02) ON JULY 03, 1991 TO REDUCE THE NUMBER OF PARKING SPACES REQUIRED FROM 59 SPACES TO 41 SPACES FOR THE GYMNASIUM WITH CONDITIONS OF THE APPROVAL. ONE OF THE CONDITIONS WAS A PROVISION FOR A GRAVEL SHOULDER FOR PARALLEL PARKING SOUTH OF THE PARKING AREA DRIVEWAY. THIS CONDITION WAS NEVER COMPLETED.

RIVERDALE SCHOOL DISTRICT / DUNTHORPE, IS A COMMUNITY WHERE BUILDABLE HOME SITE ARE VERY LIMITED. SINCE 89/90 THE STUDENT IN THE SCHOOL HAVE BEEN - 231 STUDENTS TO 245 STUDENTS IN 95/96. (RIVERDALE SCHOOL FIVE YEAR OPERATING AND FINANCING PLAN) THE SCHOOL BOARD STARTED TO ALLOWED TUITION STUDENTS TO COME FROM OUTSIDE THE DISTRICT TO ATTEND THE SCHOOL. IN 95/96 THIS AMOUNT HAS INCREASED TO 46 STUDENTS. WITH ADDITIONAL STUDENTS THE NUMBER OF SUPPORT FACULTY HAS INCREASED.

AS STATED IN THE TRAFFIC STUDY COMMISSION BY THE SCHOOL BOARD, AND COMMENTS BY THE COUNTY STAFF, TRAFFIC AROUND THE SCHOOL IS HAZARDOUS. THIS IS DUE TO THE LACK OF PUBLIC TRANSPORTATION TO THE SCHOOL, THE LACK OF SIDEWALKS IN THE NEIGHBORHOOD, NARROW ROADS AND THE ADDITION 46 PLUS TUITION STUDENTS THAT ARE DRIVEN TO THE SCHOOL FROM OUTSIDE THE DISTRICT.
(AN ADDITIONAL 80 PLUS TRIPS)

SINCE HALF OF THE SITE IS RESTRICTED BY DEED, ONLY HALF OF THE SITE CAN BE DEVELOPED FOR BUILDINGS, THE SITE NEEDS A TOTAL REVIEW TO BRING PUBLIC SAFETY TO THE STUDENTS OF THE SCHOOL. ALL CODES MUST BE REVIEWED TO INSURE COMPLIANCE TO THESE STANDARDS.


JOSE CRUZ, JR.

BACHELOR OF SCIENCE - OREGON STATE UNIVERSITY
MASTERS OF URBAN PLANNING - UNIVERSITY OF OREGON
PAST MEMBER OF PORTLAND HOME BUILDERS ASSOC. (15 YR.)
PRESENT BOARD OF DIRECTOR OF THE ALUMNI ASSOC. OF OREGON STATE
PAST MEMBER OF THE STATE OF OREGON HISPANIC COMMISSION
PAST MEMBER AND CHAIRMEN OF THE STATE OF OREGON PUBLIC LANDS ADVISORY COMMISSION.
(6 YR)
PRESENT BOARD MEMBER OF THE OREGON INDOOR TRACK MEET (22 YR)
PAST HIGH SCHOOL TEACHER AT COTTAGE GROVE HIGH SCHOOL (1 YR)
SEVEN CHILDREN, SIX GRAND CHILDREN

11338 S.W. AVENTINE CIRCUS
PORTLAND, OREGON, 97219
503-635-9879, 635-9877

BOARD OF
COUNTY COMMISSIONERS

96 MAR 20 PM 2:33

MULTNOMAH COUNTY
OREGON

March 19, 1996

Board of County Commissioners
Multnomah County, Oregon

Case File: CS 5-95

Hearing Date: March 26, 1996, at 9:30 A.M.
Multnomah County Courthouse, Room 602
Portland, OR 97204

County Commissioners:

On January 17, 1996, the Riverdale School District applied for a Community Service Use designation at a hearing at Multnomah County's Department of Environmental Services. Community residents at this hearing voiced concerns about traffic and safety problems which are generated by the school. In her decision the Hearings Officer moderated between the concerns of these citizens and the school district's requests.

1. The Riverdale School District's architect, Henry Fitzgibbon, is appealing the ruling of the Hearings Officer decision on a Community Service Use application. He contends that Multnomah County should not have required a Community Service review when the school had already been designated CS. When a music building was added to the grade school in 1991, the district only had to go through a design review process; it did not have to apply for a Community Service designation. However, since the time the music building was built five years ago the County's policy has changed. The policy now is that if you have never formally received a Community Service Use designation, you must go through the review process. Riverdale School is designated as a CS use on County zoning maps, but the district has never formally applied for Community Service designation. Because of the County's new policy, the school district now is required to either apply for a Community Service designation or apply as a non-conforming use. In asking the school district to apply for the Community Service Use designation instead of asking it to apply as a non-conforming use, the Hearings Officer asked for the less stringent of the two possibilities open to the school district.

2. Mr. Fitzgibbon says that the School Board is trying to decide between doing a structural renovation of the existing grade school gymnasium or doing a complete replacement. He contends that the Hearings Officer made the assumption that the building will be a complete replacement and that it was on the basis of this assumption that she revoked the school's variance for parking requirements. In fact, the Hearings Officer assumed nothing. In his application for the hearing Mr. Fitzgibbon states that "it has also

been determined that the existing Gymnasium is not structurally sound and needs to be replaced". In the ballot title summary for the school district's recent March 12 bond proposal Dr. Boyd Applegarth, district superintendent, stated that the district is seeking authority to issue bonds to "replace [the] grade school gymnasium". He also pointed out that "it is prudent to construct a new gymnasium rather than strengthen the current one." At the January 17 hearing, Mr. Fitzgibbon was questioned directly about replacing the gym and he spoke at considerable length about building a new gym and gave the opinion that the school should have a full-sized gymnasium.

3. In the Hearings Officer's decision she lays down several conditions for approving the school's Community Service Use. One of these conditions is that "prior to the Final Design Review, the Riverdale School shall develop and submit an on-Site Parking and Circulation Plan that complies with County Code and reduces hazardous conditions caused by vehicular/pedestrian conflicts, as part of the design review process....Under the preliminary plans as submitted for this decision, 68 spaces would be required".

Based on the size of the proposed new gymnasium, 68 parking places represent the minimum that the County code would indicate. There are features of Riverdale School which would make requiring more than the minimum number of off-street parking places appropriate. These features are

- 1) the staffing policy. There are 38 employees working at the grade school. The lot capacity is 31.
- 2) the number of out-of district students attending the school. Of the 293 students at the grade school 46 come from out-of-the district.
- 3) the high level of parental involvement at the school.

The combination of these three circumstances generates an extremely high number of cars parked around the school both day and night. For the Hearings Officer to have required only the minimum number of parking places based on the size of the proposed gymnasium represents a compromise between what the district wants to provide and community residents want to be provided.

4. The school district is not complying with the parking variance which it received in 1991. When the school went through the design review process in 1991, it agreed to provide 41 off-street parking places. This number represents a 30% reduction from the 59 parking places which the size of the current gymnasium would dictate. There are 31 parking stalls in the parking lot and the remaining ten places were behind the main classroom building. A year later this area behind the main classroom building was painted as a fire lane and could no longer be used for parking. Because of this the school is ten parking places short of the 41 places stipulated in the variance. The 31 parking places in the lot are not adequate for the staff and the numerous parent volunteers. The out-of district parents and many parents from the neighborhood drive their children to school every day and use the parking lot as a turn-around. This puts further pressure on the lot.

The school was also asked to put a gravel shoulder for parallel parking along Breyman Avenue south of the driveway to the parking lot. It has never complied with this requirement.

5. Riverdale School is located on Breyman Avenue, a residential street in the center of the Riverdale/Dunthorpe community. The street is not suitable for the heavy traffic and the parking demands which the school presently generates. These detract from the residential quality of the street and create a dangerous situation for children walking or biking to school and for the cars driving by, particularly when school is starting in the morning and letting out in the afternoon. When the school busses are parked in front of the school, cars have to go out into the opposing lane of traffic in order to get around them. In the morning and afternoon and also oftentimes at night, cars are parked all around the school, in front of the neighbors' mailboxes and in front of the fire hydrant which is by the school. They also park in a traffic triangle at the intersection of Breyman Avenue and Military Road which has "No Parking" painted on it in six places. This creates a particularly dangerous situation for the students who are walking or biking to and from school.

6. The proposed new classroom building is out of character with the neighborhood because it will create a much larger campus than the neighborhood needs. The accompanying graph shows that the resident student population has been stable for many years, but that there has been a large increase in enrollment because of the district's policy to encourage enrollment from students outside of the district. The school already has the capacity for 350 students, based on conservative estimates. The County's Staff Contact for the January 17 hearing said that "current classroom capacity based on a UBC square footage analysis shows that the current maximum occupancy is 835 students." Even if we accept the district's 350 student figure, this is still 40% greater than the current residential enrollment of 250 students. There is plenty of space in the existing school to make any changes appropriate to the needs of the 250 resident students.

A deed restriction makes it impossible to put any structure or even a parking lot on the playground portion of the school property. This deed restriction should be considered as part of the character of the neighborhood. If the school cannot provide adequate parking on the northern portion of the school, then its plans are too expansive to suit the character of the neighborhood.

There is a tennis court in the front of the school right on Breyman Avenue. This tennis court has been enjoyed by generations of neighborhood children who have learned to play tennis there as well as by community residents of all ages. It should also be considered part of the character of the neighborhood and not turned into a parking area.

Please support the findings of the Hearings Officer, whose decision represents a compromise between the position of the school district and the community residents who expressed concerns at the January 17 hearing. In the past few years the school district has made many changes, particularly in the introduction of a large number of students from out of the district. This in turn affects the traffic and parking situation around the school and has had a negative impact on both the residential nature of the community and the safety of the children going to and from school. The district's contention that it should only have to go through a design review process and not have to apply for Community Service Use designation is a concern, because there is no place for citizen input in the

design review process.

Ellen Everson
11505 SW Breyman Avenue
Portland, OR 97219
635-2366

Ph.D. in Classics, Johns Hopkins University, 1971
Riverdale/Dunthorpe resident since 1977
3 children who attended Riverdale School

FIVE-YEAR CAPITAL, OPERATING AND FINANCING PLAN

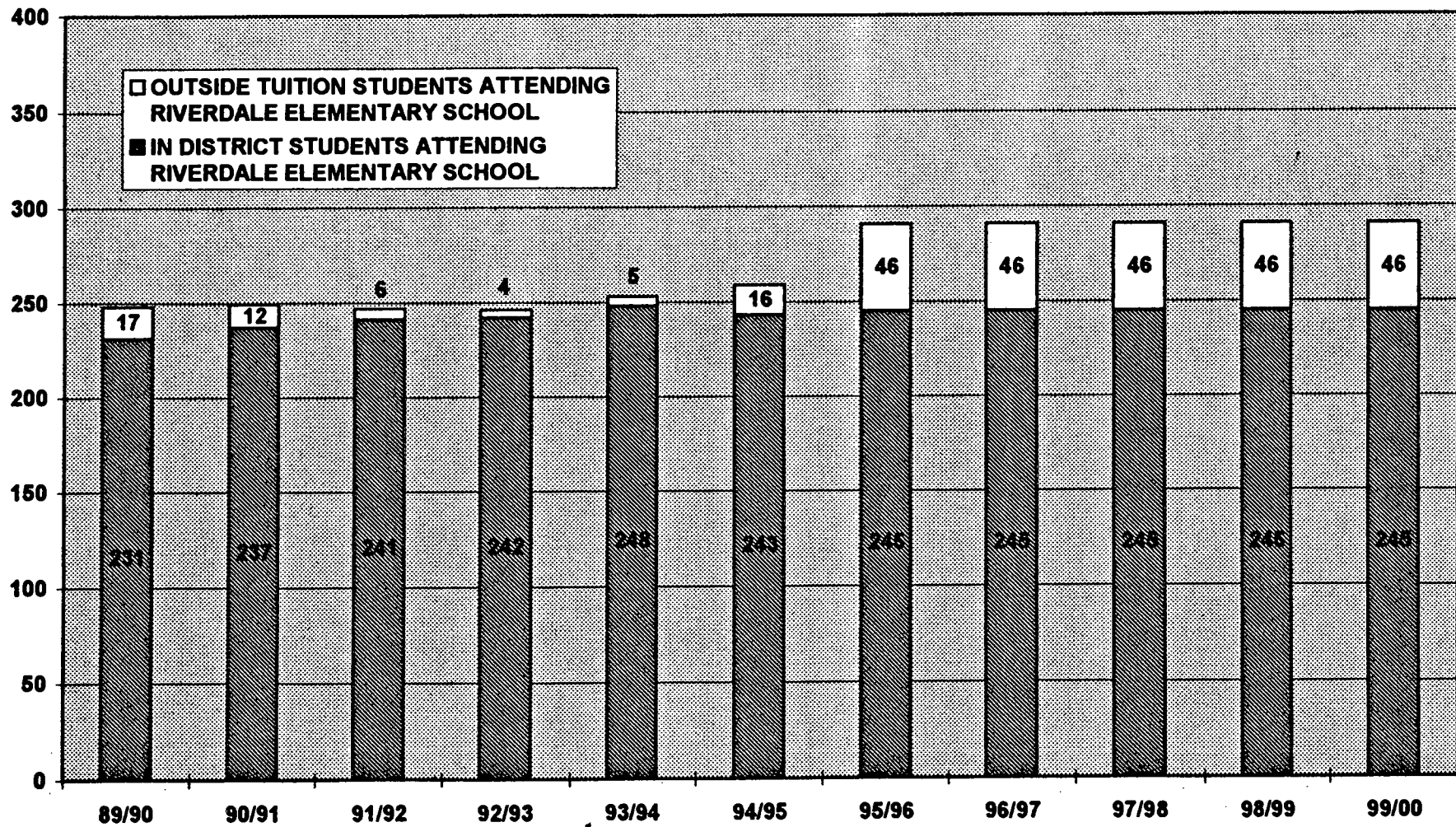


**RIVERDALE SCHOOL BOARD OF DIRECTORS
OCTOBER, 1995**

CHART 4

CHART 4 shows enrollment at the elementary school level, including both in-district and tuition students. As indicated, tuition-student enrollment grew from 5 in 1993-94 to 46 in 1995-96 and is expected to stay near this level. We expect in-district enrollment to remain at approximately 250 and project no expansion of current tuition enrollment levels.

CHART 4
ELEMENTARY SCHOOL ENROLLMENT
RIVERDALE DISTRICT



ELEMENTARY SCHOOL ENROLLMENT INCLUDING BOTH TUITION AND IN-DISTRICT STUDENTS

STOEL RIVES LLP

A T T O R N E Y S

STANDARD INSURANCE CENTER
900 SW FIFTH AVENUE, SUITE 2300
PORTLAND, OREGON 97204-1268
Phone (503) 224-3380 Fax (503) 220-2480
TDD (503) 221-1045
Internet: www.stoel.com

March 22, 1996

MICHAEL C. ROBINSON
Direct Dial
(503) 294-9194

VIA MESSENGER

Ms. Beverly Stein, Chair
Multnomah County Board of Commissioners
1120 SW 5th Ave., Room 1515
Portland, OR 97204

Re: Multnomah County Casefile No. CS 5-95, Appeal by the Riverdale School
District of the Hearings Officer's Decision

Dear Ms. Stein:

This law firm represents Riverdale School District No. 51 (the "District"). The District applied to Multnomah County (the "County") for approval of a Community Service ("CS") use to allow the construction of new facilities at the Riverdale Elementary School. The staff report recommended approval of the request subject to conditions. The Hearings Officer issued a decision on February 9, 1996 approving the request but subject to a modified condition of approval no. 4. The District filed a timely appeal of the decision on February 23, 1996 for two reasons:

- (1) A 68 space parking lot is not required because of a prior exception.
- (2) A Community Service use is not required because the Riverdale Elementary School site already has a CS designation.

The District requests that the Board find that a CS permit is not required. If the Board finds that a CS permit is required, the District requests that it affirm the Hearings Officer decision but modify condition of approval no. 4 by deleting the language added by the Hearings Officer.

PDX1A-25984.1 99999-0006

Ms. Beverly Stein
March 22, 1996
Page 2

1. The District Received an Exception Allowing a 41-space parking lot and The Exception is Vested.

Condition of approval no. 4 as recommended by staff provided as follows:

"Prior to the Final Design Review, the Riverdale School shall develop and submit an On-site Parking and Circulation Plan that complies with County Code and eliminate hazardous conditions caused by vehicular/pedestrian conflicts, as part of the Design Review process."

The Hearings Officer's modified condition of approval no. 4 provides as follows:

"Prior to the Final Design Review, the Riverdale School shall develop and submit an On-site Parking and Circulation Plan that complies with County Code and eliminate hazardous conditions caused by vehicular/pedestrian conflicts, as part of the Design Review process. Such a plan will comply with the full level of parking requirements as determined by the size of the auditorium. Under the preliminary plans as submitted for this decision, 68 spaces would be required." (Added language underlined.)

The Hearings Officer's decision requires the District to provide a 68 space off-street parking lot whereas the staff report correctly found that a prior exception allowed the District to develop a parking lot containing only 51 off-street parking spaces. See Exhibit 1.

The District applied for Design Review approval for the Riverdale Elementary School in 1990. See Exhibit 2. The purpose of that Design Review application was to allow the District to build a music building and remodel existing buildings. The County issued a notice of Planning Director Decision on March 5, 1991 approving the Design Review application including "a new [41]-space parking area and associated landscape plans (adjacent to the tennis court on SW Breyman Ave.)." See Exhibit 3. The final Design Review decision by the County noted:

"NOTE: The final Design Review planning includes exceptions to required parking area minimums [reference preliminary DR letters dated 5/11/90; 7/18/90; 8/20/90; and exceptions request dated 10/23/90]." See Exhibit 4.

Ms. Beverly Stein
March 22, 1996
Page 3

The October 3, 1990 letter from the District requested the 30 percent exception from the required 59 off-street parking spaces. See Exhibit 5.

MCC 11.15.6146, "Exceptions from Required Off-Street Parking or Loading Spaces" provided as follows:

"(A) The Planning Director may grant an exception with or without conditions for up to 30 percent of the required number of off-street parking or loading spaces, upon a finding by the Director that there is substantial evidence that the number of spaces required is inappropriate or unneeded for the particular use, based upon:

"(1) A history of parking or loading use for comparable development;

"(2) The age, physical condition, motor vehicle ownership or use characteristics or other circumstances of residence, users or visitors of the use; or

"(3) The availability of alternative transportation facilities; and

"(4) That there will be no resultant on-street parking or loading or interruptions or hazards to the movement of traffic, pedestrians or transit vehicles."

MCC 11.15.6142(B), "Public and Semi-Public Buildings and Uses," would have required 59 off-street parking spaces. Thirty percent of the 59 required parking spaces is 18 parking spaces. Thus, the exception granted by the Planning Director in 1991 allowed the District to construct a parking lot with 41, instead of 59, off-street parking spaces. Mr. Henry Fitzgibbon, architect for the District, confirms that the parking lot was completed in 1992 based on the approval in DR 90-03-02. Mr. Fitzgibbon has provided two building permits for the improvements authorized by DR 90-03-02. See Exhibit 6.

The Hearings Officer incorrectly disregarded the 1991 exception to the off-street parking space requirements. The 1991 exception is a final land use decision that is still applicable to the Riverdale Elementary School. The Hearings Officer's decision amounts to a collateral attack on the validity of the permit well after the time to challenge it has expired. A prior decision that was not appealed may not be challenged in a collateral attack. Drake v. Polk County, ___ Or LUBA ___ (LUBA No. 95-116, November 17, 1995), citing ONRC v.

Ms. Beverly Stein
March 22, 1996
Page 4

City of Seaside, 27 Or LUBA 679, 681 (1984); Corbett/Terwilliger Neighborhood Assoc. v. City of Portland, 16 Or LUBA 49, 52 (1987).

Because no appeal was filed within ten days of issuance of the decision, the decision became final. See MCC 11.15.8290(A) (decision by Planning Director final after 10 days unless notice of appeal is filed). Further, MCC 11.15.6100 contains no time limit for approval of an exception to the required number of off street parking spaces.

MCC 11.15.7870(A) contains an 18 month time limit for Design Review approval. However, where an applicant acts on a permit issuance, that permit approval is "vested." Because the District constructed the facilities authorized by DR 90-03-02, the approval for the parking exception has vested. Clackamas County v. Holmes, 265 Or 193, 508 P2d 190 (1973).

The Board of County Commissioners can find that the final, unappealed 1991 Design Review decision, including the parking exception, has vested because of the District's construction of the authorized improvements, including the 41-space parking lot. Therefore, the Hearings Officer could only have required the District to provide the additional number of parking spaces required by the expanded gymnasium. See page 14 of Hearings Officer's decision discussing validity of 1991 off-street parking space exception; see also Exhibit 1.

The Hearings Officer's citation to MCC 11.15.6102 does not require a contrary result. This section provides as follows:

"In the event of the erection of a new building or an addition to an existing building, or any change in the use of an existing building, structure or land which resulted in an intensified use by customers, occupants, employees or other persons, off-street parking and loading shall be provided according to the requirements of this Section."

The School District is replacing the existing gymnasium with a new gymnasium. The existing gymnasium assembly area contains 5,000 square feet. The new gymnasium assembly area will contain 5,722 square feet, an increase of 722 square feet.¹ Pursuant to MCC 11.15.6142(B)(9), one additional parking space per 84 square feet of floor area in the auditorium

¹ The entire gymnasium building will contain 8,748 square feet but only 5,722 square feet will be used for assembly. MCC 11.15.6142(B)(a) calculates off-street parking spaces for elementary schools based on auditorium floor area, not the gross floor area of school buildings.

STOEL RIVES LLP

Ms. Beverly Stein
March 22, 1996
Page 5

is required, resulting in 9 additional spaces. However, nothing in MCC 11.15.6102 requires the County to disregard the existing number of parking spaces authorized by a valid exception.

The Board of County Commissioners should reverse the Hearings Officer's decision and modify condition of approval no. 4 by deleting the requirement for a 68 off-street parking space parking lot.

2. A Community Service Permit Is Not Required.

The Riverdale Elementary School site has had a CS designation for a number of years. See Hearings Officer Decision at p. 10. Shortly after the District submitted its 1989 Application, the Multnomah County Planning Department confirmed that a Community Service approval would not be required. See Exhibit 7. The Planning Department made this interpretation because the proposed addition authorized by the 1991 permit decision was intended to only serve the existing student population and would not allow an increase in the number of students. The current application by the District also will not cause the number of students to increase. See Staff Report at p. 5.

The Hearings Officer cites MCC 11.15.2842(D) (uses authorized in R-30 District) as authority for requiring a Community Service review by the Hearings Officer since the Riverdale Elementary School has never been reviewed by a Hearings Officer or received a CS Permit. See Hearings Officer Decision at pp. 9 and 10.

The Hearings Officer conclusion is incorrect for several reasons. First, MCC 11.15.2842(D) provides that the elementary school use is allowed in the R-30 Zoning District when approved by the Hearings Officer. However, all parties acknowledge that the elementary school has existed on this site for at least 75 years.

Moreover, the provision in MCC 11.15.2842 that "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" does not apply to an existing use such as the Riverdale Elementary School where a CS designation already exists on the county's official Zoning Map. As all parties acknowledge, the Riverdale Elementary School site has a CS designation. MCC 11.15.2842 is properly read to require a hearing only for a new special use or a site where a CS designation does not already exist.

Ms. Beverly Stein
March 22, 1996
Page 6

The interpretation of MCC 11.15.2842 has two important policy implications for the Board and the Community Development staff. First, a contrary interpretation will require a public hearing for every modification to a special use. Secondly, a contrary interpretation fails to give proper recognition to the CS designation already on the county's official zoning map. Whether the county was required to place the CS designation on the site is irrelevant because, in fact, the county has placed a CS designation on the site. Once the CS designation has been placed on a site, the use determination has been made by the county.

Review of modifications and design of a CS site can be adequately accomplished through the Design Review chapter, MCC 11.15.7805 et seq. Because Design Review approval is a discretionary permit decision, the public has ample opportunity to appeal the Planning Director's decision and obtain a public hearing before the Hearings Officer and the Board.

Further, MCC 11.15.8240(E) is applicable here. This Section provides as follows:

"Any change or alternation of conditions attached to conditional approvals shall be processed as a new action, except that the Planning Director may approve a change or alternation which does not: (1) increase density; (2) change boundaries; (3) change any use; or (4) change the location or amount of land devoted to specific land uses."

The 1991 Design Review approval is a conditional approval. See Exhibit 3. Because the District's application did not increase density, change boundaries, change a use or change the location or the amount of land devoted to specific land uses (i.e., the elementary school), the Planning Director may approve a further design review application without a public hearing. See also MCC 11.15.7815, requiring Planning Director Approval for alteration of final Design Review plan.

MCC 11.15.7010(D) does not require a different result. This section provides as follows:

"A Community Service approval shall be for the specific use or uses approved together with the limitations or conditions as determined by the approval authority. Any change of use or modification of limitation or conditions shall be subject to approval authority approval after a public hearing."

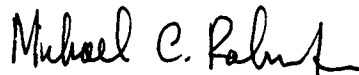
However, where a Community Service approval is not required in the first instance, MCC 11.15.8240(E) should control over MCC 11.15.7010(D). Because the Community Service designation is already on the Riverdale Elementary School site and because a new use is not

STOEL RIVES LLP

Ms. Beverly Stein
March 22, 1996
Page 7

requested, the Board can find that a Community Service permit is not required and a public hearing is not initially required to approve the modifications to the school site.

Very truly yours,



Michael C. Robinson

MCR/ipc
Enclosures

cc (w/encls.): Dr. Lloyd Applegarth
Mr. Henry Fitzgibbon
Ms. Sandra N. Duffy (by messenger)
Mr. Barry Manning (by messenger)
Mr. Steven W. Abel

EXHIBITS

- Exhibit 1 - Calculation of off-street parking space requirements
- Exhibit 2 - December 15, 1989 Design Review application
- Exhibit 3 - March 5, 1991 Notice of Planning Director decision
- Exhibit 4 - March 5, 1991 Final Design Review decision
- Exhibit 5 - October 23, 1990 Letter from Riverdale School District requesting 30% exception to required number of off-street parking spaces
- Exhibit 6 - Multnomah County Building Permit Nos. 91-101898 and 91-101902, issued by the City of Portland, Bureau of Buildings
- Exhibit 7 - January 18, 1990 letter from Robert N. Hall, Senior Planner

Exhibit 1

STAFF CALCULATION

1)	5000 s.f. existing assembly area x 1 space/84 s.f.	=	59 spaces
2)	Less 30% exception approved in 1991	=	18 spaces
3)	Results in a requirement for	=	<u>41 spaces</u>
4)	722 s.f. additional assembly area	=	9 spaces
5)	Results in a requirement for	=	<u>50 spaces</u>

HEARINGS OFFICER
CALCULATION

1)	5000 s.f. existing assembly area x 1 space/84 s.f.	=	59 spaces
2)	722 s.f. additional assembly area	=	9 spaces
3)	Results in a requirement for	=	<u>68 spaces</u>

DESIGN REVIEW APPLICATION

Department of Environmental Services
Division of Planning and Development
2115 S.E. Morrison St.
Portland, Oregon 97214

(503) 248-3043



Property Location & Description

Street Address 11733 SW BREYMAN AVE.
Legal Description TAX LOT 4, LOT 22 THRU 24, ABERNATHY HTS
Community DUNTHORPE
Zoning R-30/CG
Site Size 8.6 ACRES

Property Owner

Name MULTNOMAH CO. SCHOOL DISTRICT 51ST
Address 11733 SW BREYMAN AVE, PORTLAND 97219
Phone (503) 636-4511
Owner's Authorization Mike A. Howser
Mike Howser, Superintendent

Contact Person

Name NORM DULL / DULL, OLSON, WEDGES, ARCHITECTS
Address 115 NW FIRST AVE, SUITE 301, PORTLAND 97201
Phone (503) 226-6950

Project Description

Project Title RIVERDALE SCHOOL NEW MUSIC BLDG AND
ADDITION / REMODEL
Proposed Use EXISTING SCHOOL
Square Footage Of Landscaping -0-
Square Footage of Landscaping in Parking Lot(s) -0-

If Residential

Number of Units _____
Number of Units with Three or more Bedrooms _____
Square Footage of Useable Outdoor Space _____
Square Footage of Private Outdoor Space _____

Staff Use Only

Design Review #
90-03-02

Fee
\$1500.00
(\$500,000 Project)

Accepted
3/26/90
Date
M. Howser
By

Associated Cases
Plan Ck 13770
PA 54-89

GENERAL APPLICATION FORM

DEPT. OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
AND DEVELOPMENT SECTION

2115 S.E. MORRISON ST.
PORTLAND, OREGON 97214
(503) 248-3043



PROPERTY ADDRESS Riverdale School, 11733 SW Breyman Ave.
Portland, OR 97219

LEGAL DESCRIPTION Tax Lot 4, Lots 22 thru 24,
Abernathy Heights Addition

SITE SIZE 8.6 acres

PROPERTY OWNER/DEED HOLDER Multnomah County School District 51JT

ADDRESS 11733 SW Breyman Ave.

PHONE _____

CITY Portland, OR

ZIP 97219

APPLICANT Dull Olson Weekes Architects

ADDRESS 115 NW 1st Ave., Suite 301

PHONE 226-6950

CITY Portland, OR 97209

ZIP _____

TO BE COMPLETED BY APPLICANT ONLY IN THE PRESENCE OF A NOTARY PUBLIC

STATE OF OREGON
COUNTY OF MULTNOMAH

I,  NORMAN R. DULL
EACH BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I AM (ONE OF) THE
APPLICANT(S) IN THE FOREGOING APPLICATION AND THAT THE SAME IS TRUE
AS I VERILY BELIEVE.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 19 _____

NOTARY 

MY COMMISSION EXPIRES 7/12/91

GENERAL DESCRIPTION OF APPLICATION: (To Be Filled In By Applicant and Reviewed by Staff)

The project entails the addition of a music building of approximately 1900 square feet connected to the existing classroom wings by a covered walk. A classroom addition of approximately 720 square feet to the administration/classroom building. Remodel of existing administration, special education, science storage, boys toilet, mechanical, electrical, and life safety systems.

EXHIBIT
EX 2 PAGE 2

FOR STAFF USE ONLY

CASE NUMBER: _____

ASSOCIATED CASES: _____

INTERNAL PROCESSING

ACCEPTED FOR PRE-APP: 

BY 15 DEC 89

PRE-APP: PA 54-89

DATE AND TIME: 10:40 AM, 21 DEC 89

ACCEPTED FOR DECISION: _____

BY: _____

HEARING DATE _____

DECISION FILED: _____

DECISIONS/S.R. BY: _____

ACCEPTED FOR APPEAL: _____

BY: _____

DATE OF HEARING: _____

DESCRIPTION

COMP. PLAN DESIG: SFR

COMMUNITY: Dunthorpe/Riverdale

ZONING DISTRICT: R-30, C-5

ZONING MAP NO: SM # 185 & 194

QUARTER SECTION NO.: 4131 & 4231

RIVERDALE SCHOOL PROJECT NARRATIVE

The construction planned is educationally driven to meet current program needs, upgrade the program, and meet deferred maintenance requirements. It is not intended to increase educational services, but rather to enhance the delivery of existing services: a deteriorating heating system will be replaced; a dilapidated "temporary" modular building currently used for music instruction will be refurbished for other uses; a new permanent music building will be constructed; classroom space for special education, administration and a computer lab will be enhanced; an infirmary (currently none exists) will be constructed; outdated inefficient classroom lighting will be replaced; a hooded vent and safety shower in the 7th/8th grade science class will be provided.

Staffing will remain constant or increase slightly; staffing has been 33 to 34 in recent district history. The improved facilities will allow the staff to handle a growing enrollment more effectively. Student enrollment was 217 in 1987-88; 228 in 1988-89; and is 247 in 1989-90.

The impact on the surrounding area will be minimal as land acquisition is not a part of the project.

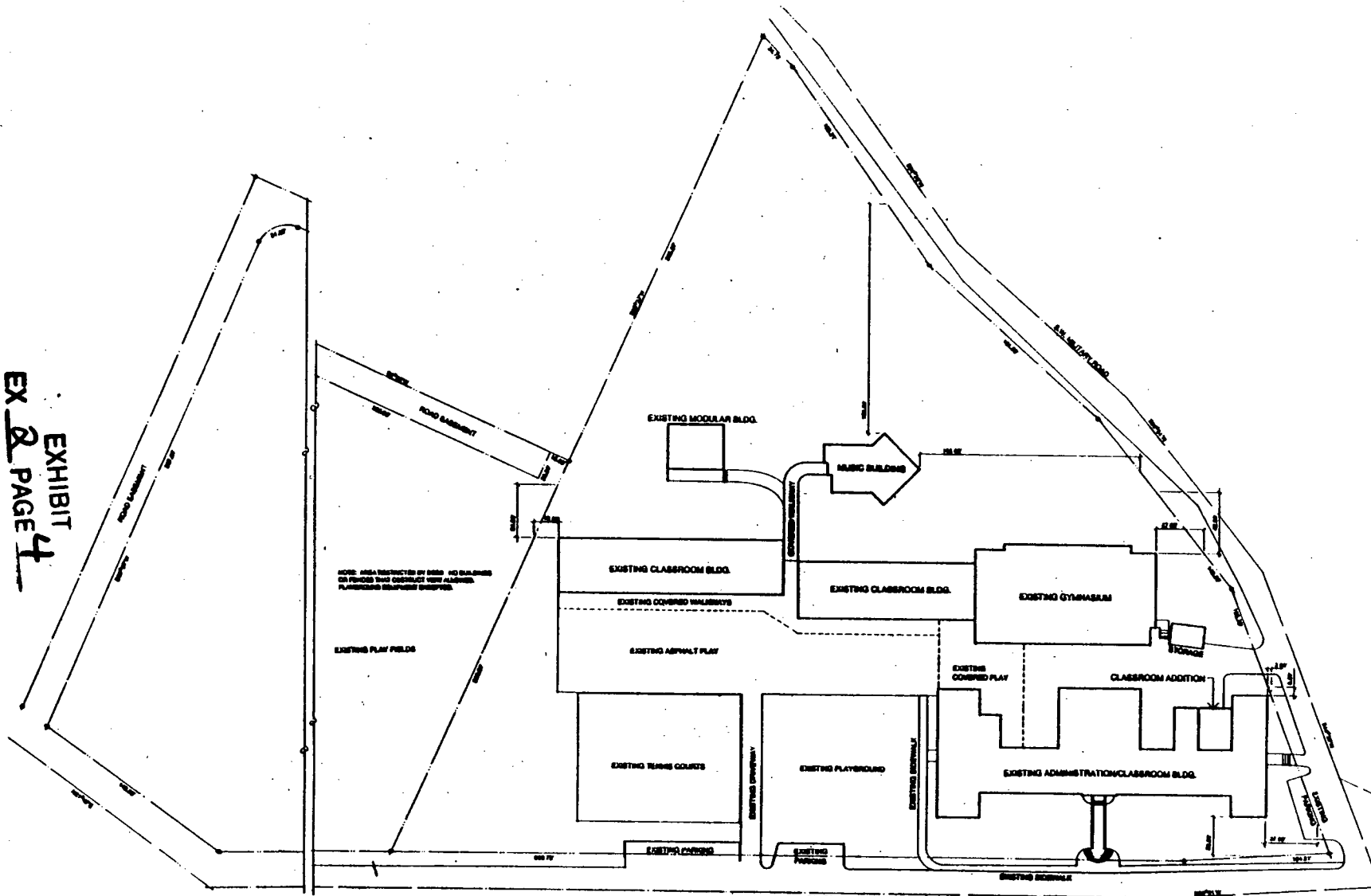
The new music building will be approximately 150 feet off the adjacent street and cut into the existing slope. The visual impact will be minimal if the building will be visible at all. The classroom addition to the administration/classroom building will be sited between two existing wings.

The removal of approximately six mature trees will be required to construct the music building primarily as a safety measure to reduce the occurrence of blow-downs resulting from root system damage.

The project has no adverse affect on natural resources, does not conflict with forest uses or impact big game winter habitat areas as the property use is existing.

f:\riv\nar1206.doc

EXHIBIT
EX 2 PAGE 4



SITE PLAN
7 - 10.47

RIVERDALE
ELEMENTARY
SCHOOL

REMODEL
AND
ADDITIONS

MULTNOMAH
COUNTY
SCHOOL
DISTRICT 5117
PORTLAND, OREGON

DULL
OLSON
WEEKS

10.10.10
10.10.10
10.10.10

89029

10.10.10

10.10.10

10.10.10



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING
AND DEVELOPMENT
2115 S.E. MORRISON STREET
PORTLAND, OREGON 97214
(503) 248-3043

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

Notice of Planning Director Decision

RIVERDALE ELEMENTARY SCHOOL: PROPOSED ADDITIONS AND REMODEL 11733 SW BREYMAN AVENUE

DECISION DATE: MARCH 5, 1991

DESIGN REVIEW #90-03-02

The Planning Director has approved the site and building designs for a **new music building, additions to and remodeling of existing school buildings, and development of a new parking lot and associated site improvements, all at Riverdale Elementary School (11733 SW Breyman Avenue).**

You have received notice of this decision because our records indicate you own property near the project site. The approved plans include: the new music building (behind the school buildings), additions to the rear and remodeling of the main classroom building, and a new 31-space parking area and associated landscape plans (adjacent to the tennis court on SW Breyman Ave.).

Conditions of approval have been imposed requiring protection of trees to be saved on the site, replanting of exposed areas, and addressing lighting, maintenance, and signs on the site.

This decision will become effective ten days from the above date, unless an appeal is filed. An appeal requires a \$150.00 fee and must state the specific legal grounds on which it is based. Contact the County Planning Division at 248-3043 if you have questions regarding the project design or to obtain appeal forms or information.

EXHIBIT
EX 3 PAGE 1

*18 Notices Mailed
3-05-91
M.B.*



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING
AND DEVELOPMENT
2115 S.E. MORRISON STREET
PORTLAND, OREGON 97214
(503) 248-3043

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

Norm Dull c/o Dull, Olson, Weekes, Architects
115 NW First Avenue
Portland, Oregon 97209

FINAL DESIGN REVIEW

**Proposed Additions and Remodel: Riverdale Elementary School;
11733 SW Breyman Avenue**

Decision Date: March 5, 1991

Design Review #90-03-02

Reviewer: Mark R. Hess

Date Final Plans Received:
2/22/91 (Parking Area Designs)
12/15/89 (School Addition Designs)

The final design plans submitted for Riverdale Elementary School have been reviewed. Based on review of submitted drawings, site visits by staff and analysis of applicable criteria, the Final Design Plans are found generally consistent with Design Review provisions in MCC .7805-.7865. Conditions of approval are necessary to address applicable Design Review standards:

CONDITIONS OF APPROVAL:

1. Except as modified below, construct site improvements and install landscaping as illustrated and specified on approved plans dated March 5, 1991. [Reference: parking area plans and the "Project Manual for Riverdale School New Music Building and Addition Remodel" (dated March 16, 1990)]. Proposed improvements shall be completed and approved prior to occupancy or final inspection approval of the new and/or remodeled school structures. Landscaping, parking lot and other site improvements illustrated on approved plans shall be continuously maintained.
2. MCC.6132(B) requires a curb or other device at least 4-inches in height to define the outer boundary of a parking area. The curb constructed around and within the new parking area must meet this standard.

EXHIBIT
EX 4 PAGE 1

3. Complete street and/or sidewalk improvements (as applicable) along abutting right-of-ways prior to final approval or occupancy permits for the new or remodeled structures. Contact Dick Howard at 248-3599 regarding right-of-way requirements for the project.
4. New outdoor lighting on the site shall be shielded to limit "spillage" onto neighboring properties. New light fixture heights shall not exceed 30-feet.
5. Obtain sign permits prior to installation of exterior signs visible from a public street. Identify all compact parking stalls.
6. Implement erosion control and storm-water run-off measures as required for the disturbed and new hard-surface areas on the site. Contact Fred Deis the Portland Building Bureau at 796-7543, to determine recommended erosion control measures. All site clearing or grading must employ erosion control measures to prevent or minimize off-site sedimentation and other down-slope erosion effects during the construction phase of the project. All exposed soils from grading, cuts or fills areas must be replanted prior to final approval of the building additions or remodels.

If drywells are used to handle storm water run-off from new roof and parking areas, the Plumbing Section (Portland Bldg. Bureau) should review and approve the design. If surface water will be directed off-site, provide documentation of applicable approvals (of the drainage plan) by the effected property owner or agency (County Right-of-way, drainage district *etc.*).

Note: The Final Design Review plan includes exceptions to required parking area minimums [Reference Preliminary DR letters dated 5/11/90; 7/18/90; 8/20/90; and Exceptions request dated 10/23/90. The dimensional exceptions in the plans are approved based on the following findings and conclusions [reference MCC .6146 and .7860(C)]:


The reduced parking aisle widths result in a more efficient use of the site. Existing buildings and facilities on the school grounds creates difficulties in fulfilling all dimensional standards for the parking area size and dimensions. The exceptions reduce the aisle widths in the parking area to 14-feet, 6-feet below the 20-foot minimum (for angled parking). The dimensional exceptions facilitate development of a one-way loop traffic pattern; this improves both user convenience and emergency access within the parking area (as compared with earlier design submittals).

The size and diversity of plant materials proposed, the retention of most wooded areas on the site, and provision of a new 31-space off-street parking area demonstrates the plan's consistency with purposes of Design Review (Reference MCC 11.15.7805).

DR 90-03-02 Decision
March 5, 1991
Page Three

In the matter of DR 90-03-02; a new music building, additions to and remodeling of existing school buildings, and development of a new parking lot and associated site improvements, all at Riverdale Elementary School.

MULTNOMAH COUNTY DIVISION OF PLANNING AND DEVELOPMENT


Mark R. Hess, Planner

This decision shall become final 10 days from the above date unless an appeal is filed pursuant to MCC 11.15.8290. Appeals are reviewed at a public hearing before the County Planning Commission. An appeal requires a \$150.00 filing fee and must state the specific legal grounds on which it is based. Contact the County Planning Division at 248-3043 for appeal forms or information.

cc: Fred Deis
Dick Howard



RIVERDALE SCHOOL DISTRICT 51JT
11733 S.W. BREYMAN AVENUE
PORTLAND, OREGON 97219
636-4511

October 23, 1990

Mark Hess
Multnomah County Environmental Services
Division of Planning and Development
2115 S.E. Morrison St.
Portland, OR 97214

Dear Mr. Hess:

This letter asks the County to relax or make exception to code MCC.6142(B)9 that stipulates the number of parking spaces based on our auditorium size. For Riverdale School, that standard yields a 59 space off-street parking requirement.

I request an exception for up to 30% of this required total be approved for Riverdale School based upon the criteria in MCC.6146. We are prepared to submit plans for a parking lot and current school blacktop to accommodate 41 parking spaces. Please consider this request. If you have questions, call me.

Sincerely,

Mike Howser
Superintendent

EXHIBIT
EX 5 PAGE 1

RECEIVED
OCT 24 1990

Multnomah County
Zoning Division



CITY OF PORTLAND
BUREAU OF BUILDINGS



MULTNOMAH COUNTY OREGON

01-2591
PERMIT RECEIPT

DATE 03/22/90

PERMIT NUMBER 01-101828

PLAN CHECK NUMBER 13770

OWNER	SCHOOL DISTRICT NO 51 11733 SW BREYMAN AVE PORTLAND, OREGON 97219
BUILDER	Les Anderson BISHOP CONSTRUCTORS INC 36469 746-7711
APPLICANT	BORTON, DAN 115 NW 1ST STE 301 PORT 97209 PHONE 226 6950

JOB ADDRESS	11733 SW BREYMAN AV	
	LOT 24	TAX LOT
	BLOCK ADERNEYTHY HTS	
	ADDITION 4231	
	1/4 SECT. MAP	
	TOWN/RANGE	SECT. 0001101270
	ASSESSORS NUMBER	
ZONE	RS	
	OCCUPANCY GROUP E1	
	CONSTRUCTION TYPE VN IIII	
	WORK SQUARE FOOTAGE	2,206 672
	BUILDING VALUATION	3500,000

DESCRIPTION RIVERDALE SCHOOL-CORRIDOR REMODEL ETC. AT MAIN BLDG. (SEE "B" FOR NEW MUSIC BLDG. SAME PLANS) (GYM IS IIIIHR, REST IS VN)
LANDSCAPE AND PARKING REQ'D PRIOR TO FINAL. EROSION CONTROL REQ'D

BUREAU OF BUILDINGS - BY LMA

Bishop Constructors
Les Anderson
APPLICANT/AUTHORIZED AGENT

FOR BUILDING INSPECTIONS CALL 796-7000 BEFORE 8:00 A.M.	SEPARATE PERMITS REQUIRED
	<input checked="" type="checkbox"/> PLUMBING
	<input checked="" type="checkbox"/> ELECTRICAL
	<input type="checkbox"/> MECHANICAL

FEE CODE	DESC.	NO. ITEMS	AMOUNT
0813	CO. BUILDING PERMIT	1	1750.65
0131	MICROFILM FEE	50	50.00
0807	CO. STATE SURCHARGE	1	87.53
0911	CO. ZONING REVIEW FEE	1	262.59
TOTAL			\$2,150.77

CASH CHECK TF BUC VALIDATION

CITY OF PORTLAND
BUREAU OF BUILDINGS

MULTNOMAH COUNTY OREGON

91-2595
PERMIT RECEIPT

PERMIT NUMBER 91-101902

DATE 04/26/91

PLAN CHECK NUMBER 13770B

OWNER	SCHOOL DISTRICT NO 51 11733 SW BREYMAN AVE PORTLAND, OREGON 97219
BUILDER	BISHOP CONTRACTORS INC. 36469
APPLICANT	NORM DULL 115 NW 1ST STE 301 PORT 97209 PHONE 226 6950

JOB ADDRESS	11737 SW BREYMAN AV		
	LOT 24	BLOCK	TAX LOT
	ADDITION		
	1/4 SECT. MAP 423.1		
	TOWN/RANGE		SECT.
	ASSESSORS NUMBER R001101270		
	ZONE RS		
OCCUPANCY GROUP E1			
CONSTRUCTION TYPE VN			
WORK SQUARE FOOTAGE 2,206			
BUILDING VALUATION \$178,000			

DESCRIPTION OF WORK: RIVERDALE SCHOOL-NEW MUSIC BLDG (SEE 13770 FOR CORRIDOR REMODEL AT MAIN BLDG-SAME PLANS)
EROSION CONTROL REQ'D. LANDSCAPE NEEDED PRIOR TO FINAL

BUREAU OF BUILDINGS - BY		LMA																												
X <i>William H. H. H. H.</i> APPLICANT/AUTHORIZED AGENT																														
FOR BUILDING INSPECTIONS CALL 796-7000 BEFORE 8:00 A.M.		SEPARATE PERMITS REQUIRED PLUMBING ELECTRICAL MECHANICAL																												
<table border="1"> <thead> <tr> <th>FEE CODE</th> <th>DESC.</th> <th>NO ITEMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>0813</td> <td>CO. BUILDING PERMIT</td> <td>1</td> <td>768.55</td> </tr> <tr> <td>0818</td> <td>CO. BUILDING PLAN REVIEW</td> <td>1</td> <td>499.55</td> </tr> <tr> <td>0131</td> <td>MICROFILM FTE</td> <td>1</td> <td>1.40</td> </tr> <tr> <td>0807</td> <td>CO. STATE SURCHARGE</td> <td>1</td> <td>38.42</td> </tr> <tr> <td>0110</td> <td>FIRE & LIFE SAFETY</td> <td>1</td> <td></td> </tr> <tr> <td colspan="3">TOTAL</td> <td>\$1,307.92</td> </tr> </tbody> </table>			FEE CODE	DESC.	NO ITEMS	AMOUNT	0813	CO. BUILDING PERMIT	1	768.55	0818	CO. BUILDING PLAN REVIEW	1	499.55	0131	MICROFILM FTE	1	1.40	0807	CO. STATE SURCHARGE	1	38.42	0110	FIRE & LIFE SAFETY	1		TOTAL			\$1,307.92
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CASH CHECK TF BUC VALIDATION

EXHIBIT
EX 6 PAGE 2



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING
AND DEVELOPMENT
2115 S.E. MORRISON STREET
PORTLAND, OREGON 97214
(503) 248-3043

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

January 18, 1990

Norman Dull
Dull-Olson-Weekes Architects
115 NW 1st Avenue
Suite 301
Portland, Oregon 97209

Re: Riverdale School Music Building Addition (PA 54-89)

Dear Mr. Dull:

This is to confirm our conversation of December 21, 1989 concerning the referenced addition. Since the proposed addition is intended only to serve the existing student population and does not result in an increase in that population, we do not consider the proposal an expansion of the existing Community Service designation. Therefore, your request will not require Planning Commission approval. Keep in mind, however, that you will need to obtain Design Review approval and all necessary construction permits.

Sincerely,

Robert N. Hall, *Senior Planner*

EXHIBIT
EX _____ PAGE _____



PHOTO TAKEN 3/12/96 10:35 a.m.



PHOTO TAKEN 3/12/96 10:35 a.m.



PHOTO TAKEN 3/12/96 3:20 p.m.



PHOTO TAKEN 3/12/96 3:20 p.m.



PHOTO TAKEN 3/13/96 8:20 a.m.

PHOTO TAKEN 3/13/96 11:29 a.m. (PTC meeting)



PHOTO TAKEN 3/13/96 3:20 p.m.

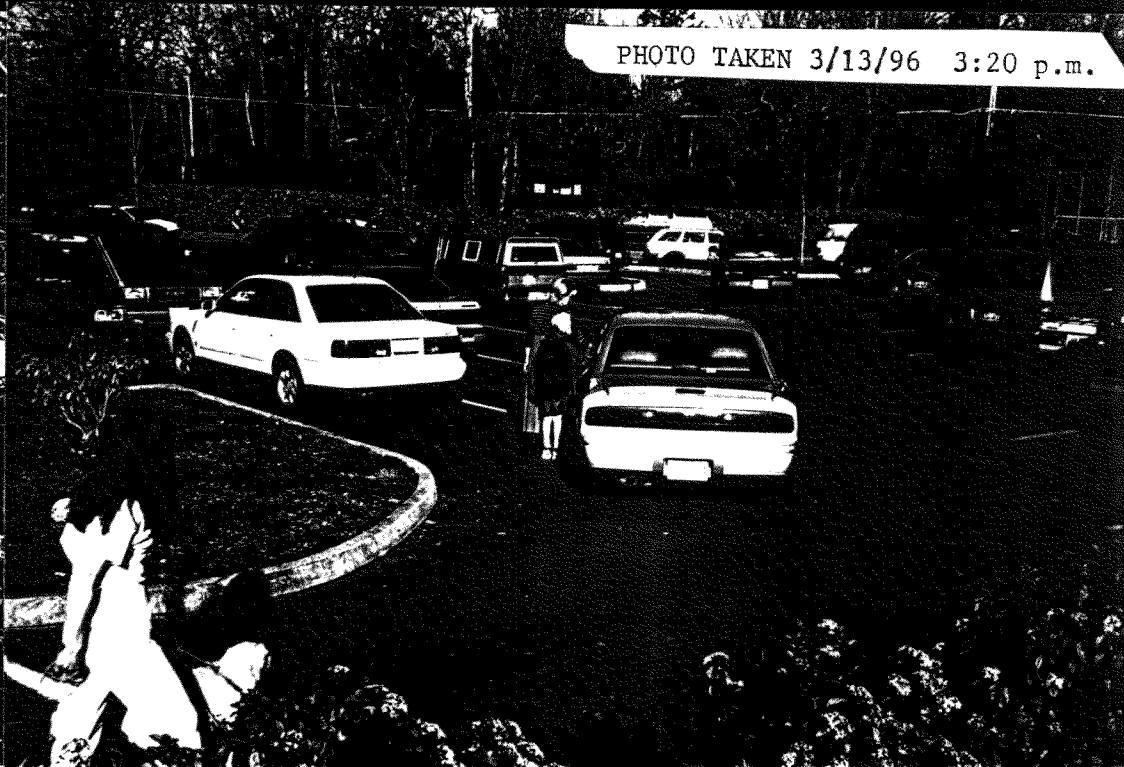




PHOTO TAKEN 3/14/96 8:30 a.m.



PHOTO TAKEN 3/14/96 3:30 p.m.

BOARD OF
COUNTY COMMISSIONERS

March 29, 1996

96 MAR 29 AM 9:31

Board of County Commissioners
Multnomah County, Oregon

MULTNOMAH COUNTY
OREGON

Case File: CS5-95

Hearing Date: April 4, 1996, at 9:30 A.M.
Multnomah County Courthouse, Room 602
Portland, OR 97204

County Commissioners:

There are serious parking and traffic problems facing Riverdale School and the Riverdale/Dunthorpe community. In recent years the Riverdale School Board has been pursuing a policy of expanding the number of tuition-paying, out-of district students enrolled in the grade school. This policy may be outside the purview of the County Commissioners, but the results of this policy are not. These results are heavy traffic around the school, particularly at the beginning and end of the school day, and inadequate parking provisions. This situation in turn affects the safety of the children who walk and ride bicycles to school and also the safety of the children being driven to school, who often dart out from the cars parked around the school when they are being dropped off in the morning or picked up in the afternoon. The parking and traffic situation has also affected the residential quality of the neighborhood. Breyman Avenue is a narrow winding street which was never intended for the commercial use which is now being imposed upon it.

As you deliberate on these problems, please consider the following compromise solution:

1. Create a turn-out for busses in front of the school. This would alleviate one of the most serious traffic problems. There is room in front of the school, in front of the playground area and in front of the tennis courts for this improvement. It would be more beneficial to the community to widen the street, move the curb and the sidewalk and possibly move or remove part of the brick wall in front of the school than to take out the entire tennis court and build a large parking area. If the street were wider in front of the school, the bus turn-out could be available at night and on weekends for event parking at the school.
2. Replace the gymnasium. The present gymnasium is an important safety issue which affects the children, the district's employees and anyone who uses the gym. It should be replaced.
3. Preserve the tennis courts. The tennis courts on Breyman Avenue are part of the character of the neighborhood. They are enjoyed by neighborhood residents of all ages and are used for the physical education program at the grade school. Destroying the

tennis courts is not a satisfactory solution to the parking problem at the school. The present parking and traffic problems are a result of the School Board's policy of admitting large numbers of tuition students. It would be extremely unfortunate to lose the tennis courts as a result of this policy.

4. Move the shed behind the gymnasium. There is a large storage shed behind the present gymnasium. When the new gym is being built, the storage shed could be moved. This would allow more parking between the main school building and the gymnasium.

5. Upgrade the parking along the playing field area south of the school and along Military Road above the driveway into the school.

When you consider a solution to the problems at Riverdale there are other factors to take into account. These are:

1. Monetary constraints should not be the primary consideration when solutions to the parking and traffic problems are considered. The School Board has plenty of money. It has a reserve fund with nearly \$2 million which it acquired by taxing the community for more money than it needed for yearly expenses in the years before Measure 5 was fully implemented. Also, there is no limit to how much of the recently passed \$10,555,000 bond can be spent on the gymnasium and other repairs to the grade school. The out-of-district students pay only \$6500 a year in tuition, although the cost per student is over \$8000 a year. If the tuition students were to pay for the full cost per student, the additional proceeds could be used to defray part of the expenses of providing more parking. The School Board would have to decide which approach it prefers, but there are various possibilities open to the district.

2. To date the School Board has shown no sense of urgency in addressing the seismic problems of the school gymnasium. It received the engineer's report which recommended repairing or replacing the gym in September, 1994. At the same time it received additional recommendations about making interim or temporary repairs until such time as the gym could be replaced. The recommended interim repairs included

- 1) strengthening the doors to the gymnasium. There are two entrances to the gymnasium, each with an inner and outer door. The engineer recommended reinforcing each of these four doorjams to make for the possibility of a safer exit in case an earthquake.
- 2) cutting away the covered play area from the gymnasium. There is a covered play area which connects the gym and the main classroom building. In case of an earthquake these buildings would pound into each other. The engineer recommended cutting away three inches on all sides of the covered play area so each building stands free.
- 3) removing the chimney on the roof of the gymnasium. In case of an earthquake the chimney could collapse onto the roof, which is the most vulnerable part of the building as far as earthquake damage is concerned.

A year and a half has passed since the School Board received this report, but nothing has

been done, including any of the recommended interim repairs. Seasonal building limitations are a reasonable consideration, but they should not be allowed to force a hasty decision on the parking and traffic issues facing the school district.

3. At the March 26 hearing the appellants mentioned that the school parking lot is not always fully utilized. This may have to do with the fact that in addition to the reduction in the number of parking places which was allowed in 1991, there was another variance in the size of each parking stall in the lot. Instead of the standard 20-foot width for each parking place, the parking stalls in the Riverdale lot are only 14 1/2 feet wide. This makes for some difficulty in maneuvering and using the lot.

4. The school district has not honored the commitments it made when it received the parking variance in 1991. At that time it promised to provide 41 on-site parking places. It built a parking lot with 31 parking stalls and ten "flexible " parking places were supposed to be provided behind the main classroom building. There is a gate which blocks these parking places from the street. The only time the gate is unlocked is when maintenance personnel from the school need to drive into the area. The locked gate makes this area inaccessible for parking. The year after the school district made the agreement with the County concerning the 41 on-site parking places, the area behind the main classroom building was painted as a fire lane and could no longer be used for parking at any time. From the beginning of its agreement with the County, and particularly since the time the parking area was painted as a fire lane, the school district has not been in compliance with the terms of the variance.

The school agreed that the parking next to the school along Military Road would be parallel parking only, but until after the January 17, 1996, hearing at the Multnomah County Department of Environmental Services there was no signage. Cars consistently parked head-in in this area. Now there is a sign which says parallel parking only, but for five years the district was not in compliance with this stipulation.

The County required the addition of a gravel shoulder for parking along Breyman Avenue, south of the driveway for the new parking lot. The school completed this gravel shoulder March 22, 1996, four days before the *de novo* hearing with Multnomah County, but five years after it had originally agreed to do so. As the district had only eighteen months to comply with the terms of the variance, it is not conforming with regard to the gravel shoulder along Breyman Avenue.

5. At the March 26 hearing the School Board chairman said that the school takes up to 22 tuition students for each homeroom teacher. This policy in itself will not limit the enrollment at the school because new teachers can be added. This year, for example, the school hired a new teacher for the primary grades because the large number of tuition students and an unexpected increase in the number of resident students made another teacher necessary. Furthermore, the policy itself can change with the election of each new school board. In 1988 there was an eight-to-one student-teacher ratio at the school. Now they have the present policy. A future school board could approve still another policy.

6. It is entirely appropriate for the school district to be asked to apply for a Community

Service Use designation. There is no reason for it not to comply with the changing codes and policies of Multnomah County. In 1947, when the present gymnasium was built, seismic standards were not a consideration. Now they are. In 1991, when the school district built the music room, it did not have to apply for a CS designation even though it had never formally applied for one. Now it does, because over the past five years the County's policy has changed.

In the design review process there is no opportunity for citizen input. This approach did not work very well in 1991 when the new music building was approved for Riverdale: the treatment of the traffic and parking at the school was not appropriate to the school's needs. Whatever happened in 1991, the situation has deteriorated over the past five years. It does not matter that the district proposes to build a new gymnasium, or increase or decrease the size of the gymnasium. The proposed new gymnasium has merely created an opportunity to address a situation which needs to be addressed. The solutions to the traffic and parking problems at Riverdale need to be dramatic and far-reaching, as they will affect both the safety of the school children and livability in the Riverdale/Dunthorpe community.

Ellen Everson
11505 S.W. Breyman Ave.
Portland, OR 97219
635-2366

AGREEMENT FOR REAFFIRMATION OF COVENANT

THIS AGREEMENT, made and entered into as of the 7th day of April, 1992, is by and between R.W. BABSON, STEPHEN E. BABSON and MELISSA N. BABSON, and ROGER LANE JOHNSON and WENDY MILLER JOHNSON (collectively, "Successor Grantors") and SCHOOL DISTRICT NO. 51J OF MULTNOMAH COUNTY, OREGON, also known as Riverdale School District No. 51J ("Grantee").

RECITALS

WHEREAS, on December 22, 1947, Olive L. Babson and Walter S. Babson ("Grantors") conveyed to Grantee an undivided one-half interest in certain real property located in Multnomah County, Oregon, that is more fully described on the attached Exhibit A (the "Burdened Parcel"), by deed recorded December 30, 1947, in Book 1232, Page 265, Multnomah County Records, a copy of which is attached hereto as Exhibit B.

WHEREAS, Grantors retained fee ownership of certain real property adjacent to the Burdened Parcel, which property is more fully described on the attached Exhibit C (the "Benefitted Parcel");

WHEREAS, the deed conveying the one-half interest in the Burdened Parcel contains a restrictive covenant against the Burdened Parcel (the "Covenant"), which runs with the land burdened and benefitted thereby, and which states as follows:

It is a condition of this conveyance that the grantee, its successors or assigns, shall never erect or place upon said premises any structures whatsoever, except children's playground equipment, nor any fences or enclosures around the same which shall obstruct the view;

All of the said reservations, rights and conditions are for the perpetual benefit of and enjoyment and use in common by the present and future owners of that portion of Tracts 22 and 23, Abernethy Heights, described as follows: [the Benefitted Parcel herein]

WHEREAS, on January 23, 1948, Grantors conveyed to Grantee the remaining undivided one-half interest in the Burdened Parcel subject also to the same Covenant, by way of a bargain and sale deed recorded February 11, 1948, in Book 1243, Page 200, Multnomah County Records, a copy of which is attached hereto as Exhibit D;

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 MAR 29 AM 11:51

WHEREAS, R.W. Babson is a successor-in-interest to that portion of the Benefitted Parcel described on Exhibit E attached hereto, by deeds recorded May 23, 1956, in Book 1785, Page 414, Multnomah County Records and December 9, 1988, in Book 2162, Pages 350 and 354, Multnomah County Records.

WHEREAS, Stephen E. Babson and Melissa N. Babson are successors-in-interest to that portion of the Benefitted Parcel described on Exhibit F attached hereto, by a deed recorded February 4, 1986, in Book 1883, Page 303, Multnomah County Records.

WHEREAS, Roger Lane Johnson and Wendy Miller Johnson are successors-in-interest to that portion of the Benefitted Parcel described on Exhibit G attached hereto, by a deed recorded January 17, 1980, in Book 1413, Page 237, Multnomah County Records.

WHEREAS, the parties hereto wish to reaffirm and clarify the terms of the Covenant;

NOW, THEREFORE, in consideration of the mutual agreements contained in the Covenant, Successor Grantors and Grantee hereby agree as follows:

1. Covenant Running with the Land. The Covenant is a covenant running with the land, that burdens the Burdened Parcel and benefits the Benefitted Parcel.

2. Restriction. The Covenant prohibits Grantee, its successors and assigns, from erecting or placing upon the Burdened Parcel any structures whatsoever, except children's playground equipment, and also prohibits Grantee, its successors and assigns, from erecting or placing around the Burdened Parcel any fences or enclosures that obstruct any view from any portion of the Benefitted Parcel across any portion of the Burdened Parcel.

3. Structures. The term "structures" as used in the Covenant and herein includes any and all above-ground improvements, including, but not limited to, buildings of any kind or nature whatsoever, storage facilities, light posts, bleachers, fences, enclosures, and paving, concrete or asphalt beyond that already present on the Burdened Parcel as of the date hereof.

4. No Waiver. Permission granted to Grantee by Successor Grantors, or any of them, to construct the parking lot on the Burdened Parcel that was completed in September, 1991, in no way constituted a waiver or release by Successor Grantors, or any of them, of the terms of the Covenant in whole or in part.

5. Repair and Maintenance of Existing Parking Lot. The aforementioned parking lot may be repaired and maintained by Grantee so long as such repair or maintenance does not expand by any amount, however small, the area of land covered by paving, asphalt, or concrete, and so long as the repair or maintenance does not increase the number of vehicles that may be parked on the Burdened Parcel at any given time.

2 - AGREEMENT FOR REAFFIRMATION OF COVENANT

8\CL\MISC\BABSON.A01

"Repair and maintenance" means only repair and maintenance of the paving, asphalt, or concrete, and does not include additions to the parking facilities such as lighting, benches, or enclosures.

6. Partial Waiver by Successor Grantors. Successor Grantors, their successors and assigns, shall have the right to partially waive any term of the Covenant without in any way waiving, affecting, or abrogating their continued right to enforce all other terms of the Covenant.

7. Duration. This Covenant shall continue perpetually, always subject to the restrictions and definitions contained herein.

8. Remedies and Attorney Fees. Upon violation of the Covenant by Grantee, its successors or assigns, Successor Grantors, their successors or assigns, shall be entitled to all remedies available at law or in equity, including, but not limited to, specific enforcement, money damages, and reasonable attorney fees and costs incurred in enforcing the Covenant.

9. Notices. Whenever any notice is given under this Agreement, it shall be made in writing and served either personally or sent by U.S. certified or registered mail, postage prepaid, return receipt requested, and addressed as follows:

TO SUCCESSOR GRANTORS: Stephen E. Babson
 900 SW Fifth avenue
 Suite 2300
 Portland, OR 97204

TO GRANTEE: Riverdale School District No. 51J
 11733 SW Bremen Avenue
 Portland, OR 97219

Any party may designate a different address for purposes of any subsequent notice by written notice to the other parties.

10. Gender; Number. In construing this Agreement and where the context so requires, the singular includes the plural and the plural includes the singular; the masculine includes the feminine and the neuter; and generally all changes shall be made or implied so that this instrument shall apply both to individuals and corporations.

11. Integration. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties; noting, however, that this Agreement operates merely as a clarification of the aforementioned Covenant.

3 - AGREEMENT FOR REAFFIRMATION OF COVENANT

8\CL\MISC\BABSON.A01

12. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Oregon.

The parties hereto have executed this Agreement in duplicate original, effective as of the day and year of the last signature appearing below.

SUCCESSOR GRANTORS:

R.W. Babson

R.W. Babson

Stephen E. Babson

Stephen E. Babson

Melissa N. Babson

Melissa N. Babson

Roger Lane Johnson

Roger Lane Johnson

Wendy Miller Johnson

Wendy Miller Johnson

SCHOOL DISTRICT NO. 51J OF
MULTNOMAH COUNTY, OREGON

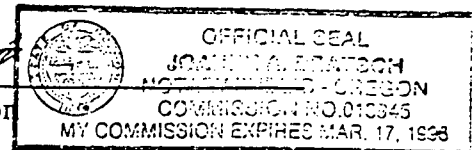
By: _____
Title: _____

STATE OF OREGON)
County of Multnomah) ss.

R.W. BABSON acknowledged this instrument before me on the 9 day of April, 1992.

James A. Babson
Notary Public for Oregon

My commission expires: _____



4 - AGREEMENT FOR REAFFIRMATION OF COVENANT

8\CL\MISC\BABSON.A01

STATE OF OREGON)

: ss.

County of Multnomah)

STEPHEN E. BABSON acknowledged this instrument before me on the 10th day of April, 1992.

Shirley Ann Adler
Notary Public for Oregon

My commission expires: 01-21-95



STATE OF OREGON)

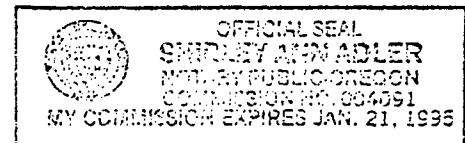
: ss.

County of Multnomah)

MELISSA N. BABSON acknowledged this instrument before me on the 10th day of April, 1992.

Shirley Ann Adler
Notary Public for Oregon

My commission expires: 01-21-95

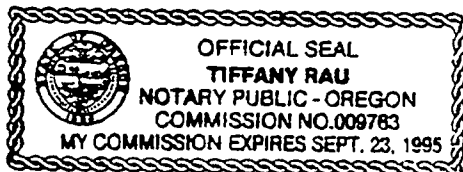


STATE OF OREGON)

: ss.

County of)

ROGER LANE JOHNSON acknowledged this instrument before me on the 7 day of April, 1992.



Tiffany Rau
Notary Public for Oregon

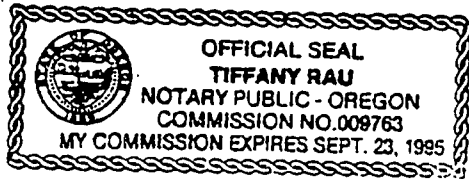
My commission expires: 9-23-95

5 - AGREEMENT FOR REAFFIRMATION OF COVENANT

8\CL\MISC\BABSON.A01

STATE OF OREGON)
 : ss.
County of)

WENDY MILLER JOHNSON acknowledged this instrument before me on the 7
day of April, 1992.



Tiffany Rau
Notary Public for Oregon
My commission expires: 9-23-95

STATE OF OREGON)
 : ss.
County of)

_____ acknowledged this instrument before me on the
____ day of April, 1992, as _____ of School District No. 51J of
Multnomah County, Oregon.

Notary Public for Oregon
My commission expires: _____

Exhibit A

A certain portion of Tracts 22 and 23 of ABERNETHY HEIGHTS, as the same are shown in the recorded plat of ABERNETHY HEIGHTS situated in the County of Multnomah and State of Oregon, more particularly described as follows:

Commencing at the Southeast corner of Tract 24 of ABERNETHY HEIGHTS; thence South $24^{\circ} 08'$ East 204.68 feet along the Westerly side line of S.W. Breyman Avenue to an iron pipe which is the Northeasterly corner of the tract to be conveyed hereby and is the true beginning point of this description; thence South $89^{\circ} 37''$ West and parallel to the North line of said Tract 23, 300 feet more or less to an iron pipe; thence South 240.1 feet more or less to an iron pipe marking the Northwesterly corner of a tract of land this date conveyed to said School District Number 51 of Multnomah County, Oregon, by Peerless Pacific Company, a partnership; thence North $89^{\circ} 37'$ East 407.24 feet more or less along the Northerly line of said tract this date conveyed to said School District by said Peerless Pacific Company to an iron pipe in the Westerly side line of S.W. Breyman Avenue; thence North $24^{\circ} 08'$ West 262.3 feet more or less along said Westerly side line of S.W. Breyman Avenue to the point of beginning; subject to the rights of the public and of Multnomah County, Oregon, in and to the North 15.00 feet of said above described tract.

Reserving to the grantors, their heirs and assigns, forever, from the above described tract an easement for a road over the Westerly 20 feet thereof, together with the perpetual and exclusive right to lay and maintain pipes beneath the surface of said roadway and to place and maintain telephone poles, electric poles and wires thereon in such places and positions as grantors, their successors and assigns, may desire.

R E E D

KNOW ALL MEN BY THESE PRESENTS, That OLIVE L. BABSON and WALTER S. BABSON, wife and husband, in consideration of One Dollar (\$1.00) to them paid by SCHOOL DISTRICT NUMBER 51 OF MULTNOMAH COUNTY, OREGON, do hereby bargain, sell and convey unto said SCHOOL DISTRICT NUMBER 51 OF MULTNOMAH COUNTY, OREGON, its successors and assigns, all the following real property, with the tenements, hereditaments and accoutrements, situated in the County of Multnomah, State of Oregon, bounded and described as follows, to-wit:

An undivided one-half interest in and to:

A certain portion of Tracts 22 and 23 of Abernethy Heights, as the same are shown in the recorded plat of Abernethy Heights, more particularly described as follows:

Commencing at the Southeast corner of Tract 24 of Abernethy Heights; thence North 240.8' East 204.0' feet along the westerly side line of S. W. Grayman Avenue to an iron pipe which is the northeasterly corner of the tract to be conveyed hereby and is the true beginning point of this description; thence South 300.7' West and parallel to the North line of said Tract 23, 300 feet more or less to an iron pipe; thence South 145.1 feet more or less to an iron pipe marking the northwesterly corner of a tract of land to be conveyed to said School District Number 51 of Multnomah County, Oregon, by Peerless Pacific Company, a partnership; thence North 300.7' East 145.1 feet more or less along the northerly line of the said tract this date conveyed to said School District by said Peerless Pacific Company to an iron pipe in the westerly side line of S. W. Grayman Avenue; thence North 240.8' West 204.0' feet more or less along said westerly side line of S. W. Grayman Avenue to the point of beginning; subject to the rights of the public and of Multnomah County, Oregon, in and to the North 15.2 feet of said above described tract.

Reserving to the grantors, their heirs and assigns, forever, from the above described tract an easement for a road over the westerly 20 feet thereof, together with the perpetual and exclusive right to lay and maintain pipes beneath the surface of said roadway and to place and maintain telephone poles, electric poles and wires thereon in such places and positions as grantors, their successors and assigns, may desire.

1232 266

It is a condition of this conveyance that the grantee, its successors or assigns, shall never erect or place upon said described premises any structures whatsoever, except children's playground equipment, nor any fences or enclosures around the same which shall obstruct the view.

All of the said reservations, rights and conditions are for the perpetual benefit of and enjoyment and use in common by the present and future owners of that portion of Tracts 22 and 23, Abernethy Heights, described as follows:

Beginning at a point which is South 0°02' West 77.76 feet distant from the southwest corner of the land herein conveyed and heretofore described, and which point is identical with the Northeast corner of a tract conveyed by Portland Trust and Savings Bank to S. L. Mersereau, and running thence North 0°02' West 317.87 feet; thence South 0°02' West 2'0 feet; thence South 0°02' East 317.87 feet more or less to the North line of said Mersereau tract; thence North 0°02' East 200 feet more or less along the North line of said Mersereau tract to the place of beginning.

TO HAVE AND TO HOLD the above described premises unto the said Mersereau Trust and Savings Bank, its successors and assigns, forever.

In WITNESS WHEREOF, the grantors have executed these presents this 22 day of November, 1947.

[Handwritten signature]

[Handwritten signature]

1535 WESLEY

BOOK 1232 PAGE 267

STATE OF OREGON)
) ss.
County of Multnomah)

BE IT REMEMBERED, that on this 22 day of December, 1947, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named OLIVE L. BACON and WALTER S. BACON, known to me to be the identical persons 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 notarial seal the day and year last above written.

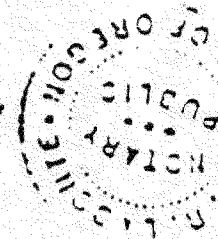
Notary Public for Oregon
My commission expires _____



AS IT REMEMBERED, that on this 22 day of December, 1947, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named OLIVE L. BARSON and WALTER S. BARSON, known to me to be the identical persons 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 Notarial seal the day and year last above written.

Notary Public for Oregon
My commission expires NOTARY PUBLIC FOR OREGON



3.

(SEAL) DOCUMENT 60047 RECORDED DEC 30 1947 4:23 PM - AL L BROWN, County C

Exhibit C

A portion of Tracts 22 and 23, ABERNETHY HEIGHTS, as the same are shown in the recorded plat of ABERNETHY HEIGHTS situated in the County of Multnomah and State of Oregon, described as follows:

Beginning at a point which is South 0° 02' West 77.76 feet distant from the Southwest corner of that tract of land conveyed by Olive L. Babson and Walter S. Babson to School District Number 51 of Multnomah County, Oregon by deed recorded December 30, 1947, Book 1232, Page 265, Records of Multnomah County, Oregon, said point is identical with the Northeast corner of a tract conveyed by Portland Trust and Savings Bank to E.L. Mersereau, and running thence North 0° 02' West 317.55 feet; thence South 89° 37' West 200 feet; thence South 0° 02' East 317.55 feet more or less to the North line of said Mersereau tract; thence North 89° 42' East 200 feet more or less along the north line of said Mersereau tract to the place of beginning.

1274

KNOW ALL MEN BY THESE PRESENTS: That OLIVE L. BARSON and WALTER S. BARSON, wife and husband, in consideration of One Dollar (\$1.00) to them paid by SCHOOL DISTRICT NUMBER 51 of MULTNOMAH COUNTY, OREGON, do hereby bargain, sell and convey unto said SCHOOL DISTRICT NUMBER 51 OF MULTNOMAH COUNTY, OREGON, its successors and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Multnomah, State of Oregon, bounded and described as follows, to-wit:

An undivided one-half interest in and to:

A certain portion of Tracts 22 and 23 of Abernethy Heights, as the same are shown in the recorded plat of Abernethy Heights, more particularly described as follows:

Commencing at the Southeast corner of Tract 24 of Abernethy Heights; thence South 24°12' East 204.66 feet along the westerly side line of S.W. Breyman Avenue to an iron pipe which is the northeasterly corner of the tract to be conveyed hereby and is the true beginning point of this description; thence South 35°37' East and parallel to the North line of said Tract 23, 300 feet more or less to an iron pipe; thence South 24°12' East more or less to an iron pipe marking the northwesterly corner of a tract of land this date conveyed to said School District Number 51 of Multnomah County, Oregon, by Peerless Pacific Company, a partnership; thence North 35°37' East 107.24 feet more or less along the northerly line of the said tract this date conveyed to said School District by said Peerless Pacific Company to an iron pipe in the westerly side line of S.W. Breyman Avenue; thence North 24°08' East 262.3 feet more or less along said westerly side line of S.W. Breyman Avenue to the point of beginning; Subject to the rights of the public and of Multnomah County, Oregon, in and to the North 15.00 feet of said above described tract.

Reserving to the grantors, their heirs and assigns, forever, from the above described tract an easement for a road over the westerly 20 feet thereof, together with the perpetual and exclusive right to lay and maintain pipes beneath the surface of said roadway and to place and maintain telephone poles, electric poles and wires thereon in such places and positions as grantors, their successors and assigns, may desire.

It is a condition of this conveyance that the grantee, its successors or assigns, shall never erect or place upon said described premises any structures whatsoever, except children's playground equipment, nor any fences or enclosures around the same which shall obstruct the view.

EX 1213 REG 201

All of the said reservations, rights and conditions are for the perpetual benefit of and enjoyment and use in common by the present and future owners of that portion of Tracts 22 and 23, Abernethy Heights, described as follows:

Beginning at a point which is South 0°02' West 77.76 feet distant from the southwest corner of the land herein conveyed and heretofore described, and which point is identical with the Northeast corner of a tract conveyed by Portland Trust and Savings Bank to E. L. Hershman, and running thence North 0°02' West 317.55 feet; thence South 29°37' West 200 feet; thence South 0°02' East 317.55 feet more or less to the North line of said Hershman tract; thence North 29°42' East 200 feet more or less along the North line of said Hershman tract to the place of beginning.

HAVE AND DO HOLD the above described and granted premises into the said SCHOOL DISTRICT NUMBER 51 OF MULTNOMAH COUNTY, OREGON, its successors and assigns, forever.

The grantors herein having previously deeded an undivided half of interest in and to the above described real property, it is intended by the present deed to convey the remaining undivided one-half of interest therein and thereto, subject to the reservations, rights and conditions above mentioned.

IN WITNESS WHEREOF, the grantors have executed these presents this 23 day of January, 1948.

Oliver R. Babson (SEAL)
John A. Babson (SEAL)

1243 202
STATE OF OREGON
County of Multnomah } ss:

BEFORE ME, that on this 20th day of January, 1948, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named OLIVE L. BARSON and WALTER S. BARSON, known to me to be the identical persons 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 notarial seal the day and year last above written.

[Signature]
Notary Public for Oregon

My commission expires



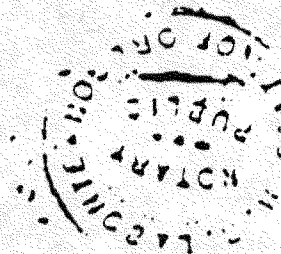
OLIVER L. BARSON and WALTER S. BARSON, known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.



Notary Public for Oregon

My commission expires



REAL DOCUMENT 6435 RECORDED FEB 11 1948 4:23 PM - AL L. BROWN, County Cl

EXHIBIT E

PARCEL I:

A part of Lots 22 and 23, ABERNETHY HEIGHTS, in the County of Multnomah and State of Oregon, described as follows:

Beginning at the northwest corner of Lot 21, ABERNETHY HEIGHTS, thence North 89° 37' East along the line between Lots 21 and 22, 128.30 feet to an iron pipe; thence North 0° 02' East 162.24 feet to an iron pipe; thence North 155.47 feet to the true point of beginning of the tract to be described; running thence North 162.00 feet to an iron pipe; thence South 89° 37' West 180.00 feet to an iron pipe; thence South 7° 08' West 71.04 feet to an iron pipe; thence South 3° 47' East 91.73 feet to an iron pipe; thence North 89° 37' East 182.78 feet to the place of beginning.

Together with an easement for electric and telephone wire and for water, gas and sewage pipes, the same being a strip of land ten (10) feet wide, being immediately south of the north line of Grantor's property, and extending from said described tract to Military Road.

PARCEL II:

A portion of Lots 22 and 23, ABERNETHY HEIGHTS, in the County of Multnomah and State of Oregon, described as follows:

Beginning at the northwest corner of Lot 21, ABERNETHY HEIGHTS; thence East along the South line of Lot 22, ABERNETHY HEIGHTS; a distance of 128.3 feet to a point; thence North 0° 2' East 162.24 feet to the true point of beginning, said point being on the West line of that tract of land described in Deed to School District No. 51, recorded December 30, 1947, in Book 1232 page 268, Deed Records, and on the North line of that tract of land described in Deed to P.L. Meacham, et ux, recorded June 27, 1945 in Book 944 page 474, Deed Records; thence South 89° 37' West along the North line of the Meacham tract a distance of 439.41 feet to an iron pipe; thence North 19° 25' East a distance of 337.3 feet to a point on the South line of that tract of land conveyed to School District No. 51 by deed recorded August 21, 1925 in Book 1020 page 199, Deed Records; thence North 89° 37' East a distance of 144.93 feet, more or less, to the northwest corner of that tract of land described in deed to R.W. Babson, et ux, recorded May 23, 1956 in Book 1785 page 414, Deed Records; thence South 7° 08' West along the Westerly line of said tract a distance of 71.04 feet to an iron pipe; thence South 3° 47' East a distance of 91.73 feet to an iron pipe; thence North 89° 37' East a distance of 182.78 feet to a

point on the West line of that tract of land described in Deed to School District No. 51, recorded December 30, 1947 in Book 1232 page 265, Deed Records; thence South along the West line of tracts conveyed to School District No. 51 by Deed recorded December 30, 1947 in Book 1232 page 265, Deed Records and by Deed recorded December 30, 1947 in Book 1232 page 268, Deed Records, a distance of 155.47 feet to the true point of beginning.

EXCEPTING any portion lying with the boundaries of S.W. Military Road.

FURTHER EXCEPTING a parcel of land being part of Lot 22, ABERNETHY HEIGHTS, in the Southwest 1/4 of Section 35, Township 1 South, Range 1 East, Willamette Meridian, Multnomah County, Oregon, more particularly described as follows:

Commencing at the northwest corner of Lot 21, ABERNETHY HEIGHTS; thence North 89° 37' East along the North line of said Lot 21, a distance of 128.30 feet; thence North 0° 02' East 162.24 feet to the point of beginning of the parcel to be described; said point of beginning being the southeast corner of that parcel of land conveyed to Peerless Pacific, Ltd. by deed as recorded in Deed Book 1206 page 2156 of Deed Records; thence South 89° 37' West along the South line of the Peerless Pacific, Ltd. parcel 203.23 feet; thence North 7° 29' 24" East 156.95 feet to the southwest corner of that parcel of land conveyed to R.W. Babson et ux recorded in Deed Book 1785 Page 414 of Deed Records; thence North 89° 37' East along the South line of the Babson parcel 182.78 feet to the southeast corner of said Babson parcel; thence South 155.47 feet to the point of beginning.

FURTHER EXCEPTING a parcel of land being part of Lots 22 and 23, ABERNETHY HEIGHTS, in the Southwest 1/4 of Section 35, Township 1 South, Range 1 East, Willamette Meridian, in Multnomah County, Oregon, more particularly described as follows:

Commencing at the northwest corner of Lot 21, ABERNETHY HEIGHTS; thence North 89° 37' East along the North line of said Lot 21 a distance of 128.30 feet; thence North 0° 02' East 162.24 feet to the southeast corner of that parcel of land conveyed to Peerless Pacific, Ltd. by deed as recorded in Deed Book 1206 Page 2156 of Deed Records; thence South 49° 37' West along the South line of Peerless Pacific, Ltd. parcel a distance of 203.23 feet to the point of beginning of the parcel to be described; thence continuing South 89° 37' West along said South line 240.38 feet to a point on the East line of S.W. Military Road; thence on a curve to the

left 46.70 feet having a radius of 193.20 feet of which the long chord bears North 26° 15' 12" East, 46.59 feet; thence continuing Northeasterly along said East line North 19° 19' 42" East 293.00 feet to the northwest corner of the Peerless Pacific, Ltd. parcel; thence North 89° 37' East along the North line of said parcel 110.02 feet; thence South 1° 34' 59" East 126.58 feet; thence East 40° 08' 53" East 46.11 feet to the southwest corner of that parcel conveyed to R.W. Babson as recorded in Book 1785 Page 414 of Deed Records; thence South 7° 29' 24" West 156.95 feet to the point of beginning.

Exhibit F

A tract of land being part of Lot 22, ABERNETHY HEIGHTS situated in the Southwest quarter of Section 35, Township 1 South, Range 1 East, Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at the Northwest corner of Lot 21, ABERNETHY HEIGHTS, a duly recorded plat; thence North 89° 37' East along the North line of said Lot 21 a distance of 128.30 feet; thence North 0° 02' East 162.24 feet to the point of beginning of the tract to be described; thence South 89° 37' West 203.23 feet; thence North 7° 29' 24" East 156.95 feet to the Southwest corner of the tract conveyed to R.W. Babson and Jean Babson, husband and wife, in Book 1785, Page 414 of Deed Records; thence North 89° 37' East along the South line of the Babson tract 182.78 feet; thence South 155.47 feet to the point of the beginning.

Exhibit G

A parcel of land being part of Lots 22 and 23, ABERNETHY HEIGHTS, in the SW 1/4 of Section 35, Township 1, South, Range 1, East, Willamette Meridian, Multnomah County, Oregon, more particularly described as follows:

Commencing at the Northwest corner of Lot 21, ABERNETHY HEIGHTS; thence North 89° 37' East along the North line of said Lot 21, a distance of 128.30 feet; thence North 0° 02' East 162.24 feet to the Southeast corner of that parcel of land conveyed to Peerless Pacific, Ltd. by deed as recorded in Deed Book 1206, Page 2156, of Deed Records; thence South 89° 37' West along the South line of Peerless Pacific, Ltd. parcel a distance of 203.23 feet to the point of beginning of the parcel to be described; thence continuing South 89° 37'; West along said South line 240.38 feet to a point on the East line of S.W. Military Road; thence on a curve to the left, having a radius of 193.20 feet, an arc distance of 46.70 feet, (the long chord bears North 26° 15' 12" East 46.59 feet); thence continuing Northeasterly along said East line North 19° 19' 42" East 293.00 feet to the Northwest corner of the Peerless Pacific, Ltd. parcel; thence North 89° 37' East along the North line of said parcel 110.02 feet; thence South 1° 34' 59" East 126.58 feet; thence South 40° 08' 53" East 46.11 feet to the Southwest corner of that parcel conveyed to R.W. Babson, as recorded in Book 1785, Page 414 of Deed Records; thence South 7° 29' 24" West 156.95 feet to the point of beginning.

**JUSTIFICATION FOR EXCEPTION FROM REQUIRED
OFF-STREET PARKING AS ALLOWED BY MCC 11.15.6146**

This request is made for an exception to the required off-street parking requirements of the Multnomah County Code ("MCC") as allowed by MCC 11.15.6146. Pursuant to the MCC, off-street parking requirements may be reduced upon a finding that the required number of spaces are inappropriate or unneeded for the particular use based upon:

- "(1) A history of parking or loading use for comparable development;
- "(2) The age, physical condition, motor vehicle ownership or use characteristics or other circumstances of residence, users or visitors of the use; or
- "(3) The availability of alternative transportation facilities; and
- "(4) That there will be no resultant on-street parking or loading or interruptions or hazards to the movement of traffic, pedestrians or transit vehicles."

The provisions require a finding of the reasons for the lack of need for the parking spaces either under paragraphs (1), (2) or (3), combined with a finding of "no harm" pursuant to paragraph (4).

The Riverdale School District requests a reduction in off-site parking spaces reducing the amount of required parking from 67 spaces to 47 spaces, a reduction of 30 percent.

MCC 11.15.6146(1), (2) and (3)

The existing use is an elementary school. While there are many occupants of the buildings (administrators, students and teachers), it is only the administrators and the teachers which require parking. On some occasions, parents require parking as well. The experience of the school is that, in many instances, the existing parking spaces are unused. Thus, it is the opinion of the school that the existing parking pattern demonstrates that there is adequate parking to serve existing uses. The applicant's proposal increases the number of parking spaces on site while maintaining the same intensity of use at the facility. Thus, the addition of more parking spaces will further contribute to the availability of parking spaces at all times of the day for all users. The proposal satisfies MCC 11.15.6146(1) and (2) because of its history of a lack of need for on-site parking and the reduced numbers of individuals who, on a regular basis, park their vehicles at the facility. In accordance with MCC 11.15.6146(3), many of the users of the facility use buses to arrive at the facility. The

school uses three buses to serve the student population. Many of the students use the buses on a regular basis alleviating any need for parent drop-off.

MCC 11.15.6146(4)

There will be no adverse impacts to the transportation system adjacent to the school by the reduction in parking. The school proposes numerous strategies to alleviate concerns related to transportation impacts from the school.

First, it proposes to relocate the bus loading and off-loading functions to the north end of the building from the east side of the building. Isolating the bus loading and off-loading to the north end will remove the existing confusion of traffic on the east side of the building caused by the same function.

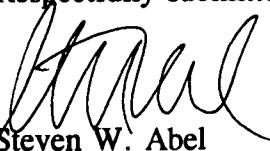
Second, the school will reconfigure the existing parking lot to provide a dual "throat" to the parking which will allow for a smoother parking flow and provide a loop drop-off point for students of the school. This loop facility located on the parking lot will satisfy the kindergarten drop-off requirement contained in MCC 11.15.6142(B)(10).

Third, the school will create 15 on-street parking spaces along Breyman Avenue adjacent to the existing athletic fields. While it is not expected that the spaces will be used on a regular basis, these spaces provide additional parking for event-related activities at the school.

These strategies more than compensate for the reduction in parking at the site. Through this request for a minimal square footage increase of the gymnasium, the school is offering to the County a far more efficient parking system on site and numerous modifications to the off-site transportation system, all of which contribute greatly to resolution of transportation impacts caused by the school.

For these reasons, the Riverdale Elementary School District requests a reduction in required parking be granted as allowed by MCC 11.15.6146.

Respectfully submitted,



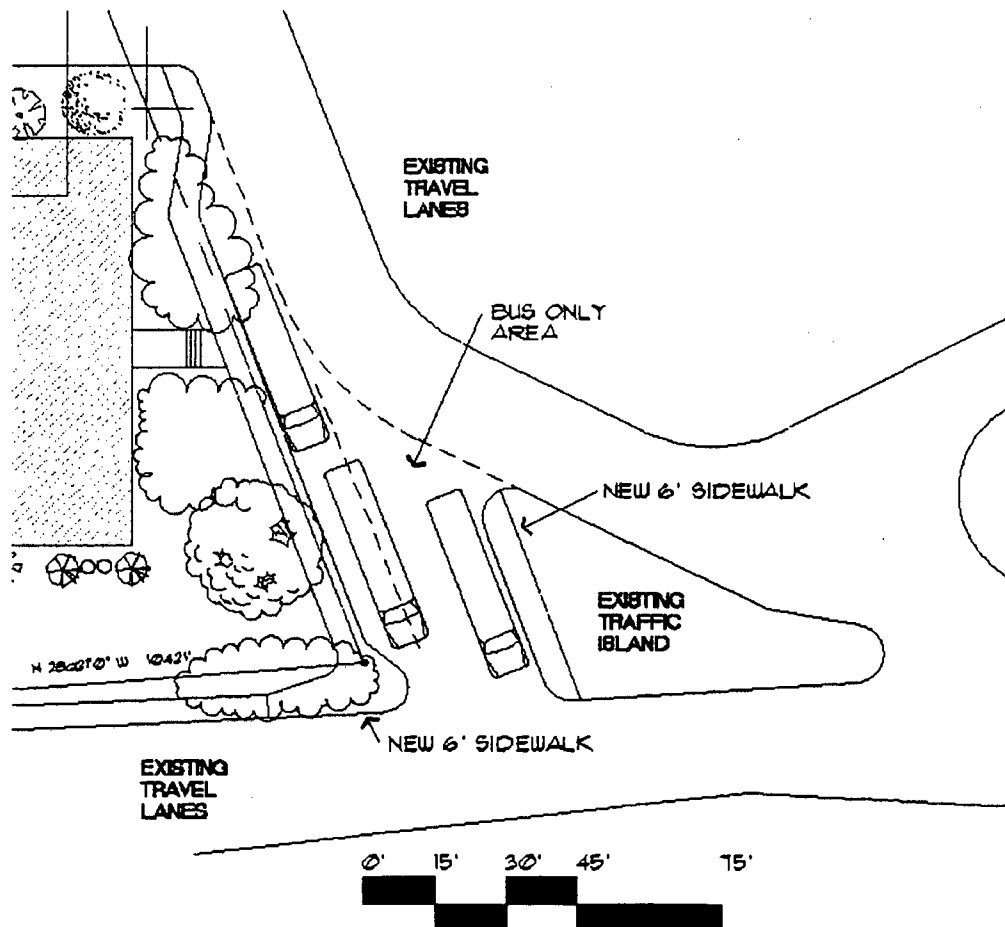
Steven W. Abel

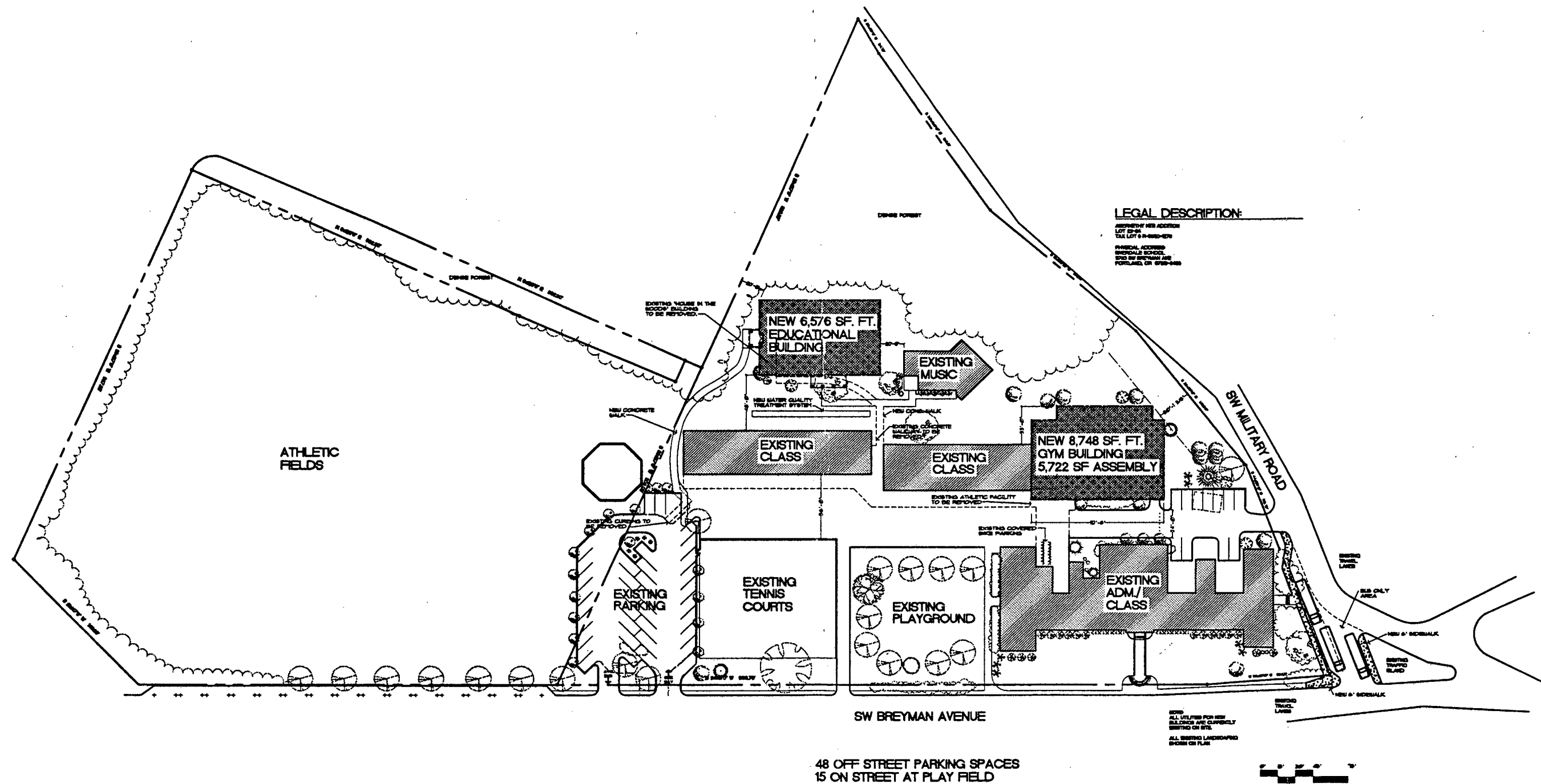


S O D E R S T R O M A R C H I T E C T S , P . C .

MEMORANDUM

Date: April 3, 1996
To: Boyd Applegarth
Riverdale School District
11733 SW Breyman Avenue
Portland, OR 97219-8409
From: Henry Fitzgibbon
Project/No.: Riverdale Grade School/95137
File Number: M-Bus.Doc
Distribution:
Subject: Bus Lane Proposal





SODERSTROM ARCHITECTS, P.C.
 ARCHITECTS, PLANNERS, SPECIALISTS & DESIGNERS
 1000 SW 10TH AVENUE, SUITE 200, PORTLAND, OR 97204-2000
 (503) 228-1000

**RIVERDALE SCHOOL DISTRICT
 ELEMENTARY SCHOOL**

Drawn: HENRY
Date: 04/02/96
Plot: 04/03/96
File: 000100A
Revised:
Sheet Title
LANDUSE
Sheet Number
A10A
Job No: 0001



DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE DIVISION
2115 S.E. MORRISON STREET
PORTLAND, OREGON 97214 (503) 248-3043

Memorandum

To: Beverly Stein, Multnomah County Chair
From: Barry Manning, John Dorst
Date: April 5, 1996
Re: Appeal of CS 5-95/Riverdale School Parking Issue

Staff met with Riverdale school to work out a solution to the parking problems on this site. Our recommended is to grant a 30% exception to the parking standard or allow the school to pursue a 30% exception to the parking requirement of the code (68 spaces) in the Design Review process.

Condition # 4 of the Hearings Officer's Decision could be modified to read as follows:

The applicant shall develop and submit a Parking and Circulation Plan that complies with County Code and reduces hazardous conditions caused by vehicular/pedestrian conflicts, as part of the Design Review process. The Applicants ^{shall} may be granted a 30% exception to the parking standards of MCC 11.15.6142 subject to the following conditions:

- Parking shall be as shown on tentative plan (exhibit #), or as modified by County staff in Design Review. A minimum of 48 spaces shall be provided on-site.
- On-street parking on Breyman adjacent to play fields shall be paved and improved to County Transportation Division standards. ^{AT THE DISCRETION OF} The County engineer, ^{MAY BE MODIFIED} may change the requirement for paving as determined appropriate during Design Review;
- Reconfigure the intersection of Military at Breyman to create a school bus "pull-out" and associated street and pedestrian improvements.
- All required improvements are the responsibility of the Riverdale School District and subject to the approval of the County. The County may modify these requirements or the plan as necessary to decrease hazardous conditions during the Design Review Process.
- School notify neighbors and parents of parking and drop off areas
signage?

#1
PLEASE PRINT LEGIBLY!

MEETING DATE 4/4/96

NAME Karen Burger-Kimber
ADDRESS 1675 SW CHERRY PK RD
STREET
TROUTDALE OR 97060
CITY **ZIP**

I WISH TO SPEAK ON AGENDA ITEM NO. R-8 & R-10
SUPPORT X X **OPPOSE** _____
SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 4/4/96

NAME

Rich Goheen

ADDRESS

1717 NE 205th

STREET

Troutdale

CITY

97060

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R8

SUPPORT

☒

OPPOSE

☐

SUBMIT TO BOARD CLERK

#3

PLEASE PRINT LEGIBLY!

MEETING DATE April 4 '96

NAME

Lucinda Roberts

ADDRESS

7314 S E 36 Ave

STREET

Portland Oregon

CITY

97202

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R 8

SUPPORT

~~yes~~

OPPOSE

✓

SUBMIT TO BOARD CLERK

HIGH LICENSE FEES

MEETING DATE: APR 4 1996

AGENDA #: R-8

ESTIMATED START TIME: 10:40

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: MULTNOMAH COUNTY ANIMAL CONTROL CODE

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: Thursday, April 4, 1996

AMOUNT OF TIME NEEDED: 20 minutes

DEPARTMENT: Environmental Services

DIVISION: Animal Control Division

CONTACT: David R. Flagler

TELEPHONE #: 248-3790 x234

BLDG/ROOM #: 324

PERSON(S) MAKING PRESENTATION: David R. Flagler

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Multnomah County Animal Control Ordinance Revision

BOARD OF
COUNTY COMMISSIONERS
96 MAR 26 AM 9:07
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: Robert E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222



Multnomah County

Department of Environmental Services

Animal Control Division

1700 W. Columbia River Highway

Troutdale, OR 97060-1093

(503) 248-3790 ext. 234 Fax: (503) 248-3002

email: MultCo@aol.com

Board of County Commissioners


Beverly Stein - Chair of the Board

Dan Saltzman - District 1 Commissioner

Gary Hansen - District 2 Commissioner

Tanya Collier - District 3 Commissioner

Sharron Kelley - District 4 Commissioner

TO: BOARD OF COUNTY COMMISSIONERS
FROM:  DAVID R. FLAGLER, ANIMAL CONTROL DIVISION MANAGER
TODAY'S DATE: FEBRUARY 23, 1996
REQUESTED PLACEMENT DATE: MARCH 28, 1996
RE: ANIMAL CONTROL ORDINANCE REVISION

I. Recommendation / Action Requested:

Approve Animal Control Ordinance as revised.

II. Background / Analysis:

In response to the October 10, 1994, David M. Griffith "Costs, Fees and Revenue" survey, Commissioner Tanya Collier commissioned an "Animal Control Management Study". She recommended that the Animal Control Advisory Committee evaluate the animal control ordinance to make sure that it reflected the current needs of Multnomah County residents. The Animal Control Advisory Committee (ACAC) agreed to review the ordinance.

After a sixteen month review, the ACAC is submitting this ordinance for BCC approval.

III. Financial Impact:

The Dangerous Animal Facility fee is increased from \$142 to \$200 so as to maintain continuity with the Potentially Dangerous Dog program. This ordinance provides for Level 5 Potentially Dangerous Dogs to be placed in a Dangerous Animal Facility instead of being destroyed. This ordinance provides for the collection of rental fees and deposits for humane traps. The financial impact is relatively minor and no budget modification is necessary for FY96-97.

IV. Legal Issues:

This is a revision of MCC 8.10.

V. Controversial Issues:

Any ordinance change that affects people's pets become controversial; however, the intent of this ordinance is to reduce the controversy of the present ordinance. Issues of note are:

- Greater authority is given to the Director to resolve animal nuisance problems.
- A provision to allow pet owners and complainants to reach a civil compromise.
- A provision for Level 5 Potentially Dangerous Dogs to be maintained in a Dangerous Animal Facility instead of being destroyed.
- A provision that prohibits an animal being transported in an automobile or truck in an unsafe manner.
- A provision that gives the Director the responsibility to resolve ownership conflicts dealing with pets.
- A new section allows the Director to impound Public Nuisance animals so that neighborhoods can enjoy immediate relief from animal nuisance problems. The animals are impounded pending a Hearing.
- The Spay / Neuter Subsidy program has been changed from 10% of licensing revenues to \$25,000.

VI. Link to Current County Policy:

This ordinance revision is consistent with the County's commitment to meeting the needs of our community.

VII. Citizen Participation:

This ordinance revision is the product of the Animal Control Advisory Committee. The ACAC allowed for citizen testimony at ACAC meetings; however, the BCC should anticipate considerable citizen testimony at the board meeting.

VIII. Other Government Participation:

It will be necessary for the Cities of Portland, Gresham and Troutdale to adopt this ordinance. Each jurisdiction has a position on the Animal Control Advisory Committee and their representative is responsible for keeping their individual jurisdiction informed. If the BCC approves this ordinance, these jurisdictions will be contacted for their adoption of this ordinance.

ORDINANCE FACT SHEET

Ordinance Title: MULTNOMAH COUNTY ANIMAL CONTROL CODE

Title 8 Health - Chapter 8.10.ANIMAL CONTROL

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

To update the ordinance to current community standards.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

None.

What has been the experience in other areas with this type of legislation?

N/A

What is the fiscal impact, if any?

Minimal effect to budget. One change to increase the cost of exotic facility permits.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: _____

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: _____

Leah K. Nicholas

Multnomah County Animal Control Code

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance amending Multnomah County Animal Control Code 8.10.005 et. seq.

(Language lined-through is to be deleted; underlined language is new)

Multnomah County ordains as follows:

Section I. AMENDMENT

MCC 8.10.010 is amended and added to as follows:

(A) Animal means any ~~dog, cat, exotic, wild or dangerous animal, or livestock~~ non-human vertebrate.

(B) *Animal at Large* means any animal, excluding licensed and sterile cats, that:

~~(1) Is is not physically restrained, on private property (including motorized vehicles) with the permission of the property owner, in a manner that physically prevents the animal from leaving that property or reaching any public areas; or, is not physically restrained when on public property, or any public area, and~~

~~(2) Is not restrained by a leash, tether or other physical control device not to exceed eight feet in length and under the physical control of a capable person.~~

~~(C)(V)~~ *Aggressively Bites* means any dog bite that breaks the skin and is accompanied by an attack where the dog exhibits overt behavior including that includes, but not limited to any combination of the following: snarling, baring teeth, chasing, growling, snapping, pouncing, lunging, multiple attacks, multiple lunges, or multiple bites.

~~(D)(C)~~ *Board* means the Multnomah County board of county commissioners.

Multnomah County Animal Control Code

1 (E) Chronic Safety Nuisance is demonstrated by the issuance of two (2) or more Notice of

2 Infractions or Citations for:

3 (1) violation of M.C.C. 8.10.270 relating to the same dog, or

4 (2) any Dangerous Animal that is not confined as required by law, or

5 (3) any other violation of this Chapter based on Animal behavior that causes a substantial risk
6 to public safety.

7 (F) Chronic Noise Nuisance is demonstrated by the issuance of two (2) or more Notice of

8 Infractions or Citations for violation of M.C.C. 8.10.190(b)6 and the receipt of multiple

9 complaints from more than one (1) household in close proximity to the animal's location.

10 (G) ~~Exotic, Wild or Dangerous Animal~~ means any Animal, including insects, which is not

11 commonly domesticated, or which is not native to North America, or which, irrespective of

12 geographic origin, is of a wild or predatory nature, or any domesticated Animal, which

13 because of its size, vicious nature or other characteristics would constitute an unreasonable

14 danger to human life or property if not kept, maintained or confined in a safe and secure

15 manner. A dog that has engaged in the behaviors specified in MCC 8.10.271.

16 (H) ~~Exotic, Wild or Dangerous Animal Facility~~ means any site for the keeping of one or more

17 exotic, wild or Dangerous Animals.

18 ~~(D) Dog facility~~ means any site, as identified by a mailing address, where more than three dogs of

19 licensable age are kept, whether the animals are the property of the site owner or of other

20 persons.

21 ~~(I)(E)~~ Director means the Director of the department of environmental services of Multnomah

22 County or the Director's designee.

23 ~~(J)(F)~~ Euthanasia means putting an animal to death in a humane manner.

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1 (K) Facility is a site operated or used for:

2 (1) Boarding, training or similar purposes for varying periods of time.

3 (2) For the purpose of breeding, buying, selling, or bartering of dog and/or cats.

4 (3) Facility operated by an animal welfare/rescue organization.

5 (4) Breeding of dogs and/or cats for the preservation of the breed.

6 (L)(H) Hearing Officer means a person appointed by the chair to hear appeals decisions of the
7 Director concerning violations of this chapter, or license denial or revocation under MCC
8 8.10.100 through 8.10.145.

9 (M) Immediate Health Hazard exists if at any given location there are conditions that the Director
10 determines warrant immediate intervention; such conditions include, but are not limited to
11 inadequate sanitation, untreated disease, or animals in numbers greater than the Animals'
12 Owner or Keeper can reasonably care for.

13 (N)(Y) Keeper means any person or legal entity who harbors, cares for, exercises control over, or
14 knowingly permits any Animal to remain on premises occupied by that person for a period of
15 time not less than 72 hours or someone who accepted the Animal for the purpose of safe
16 keeping.

17 (O)(X) Liability Insurance means public liability insurance in a single incident amount of not less
18 than \$50,000.00 for bodily injury to or death of any person or persons or a cash bond or
19 irrevocable letter of credit in the amount up to \$2,500. The Owner or Keeper shall be
20 required to provide the Director with certification of insurance within ten days of receiving
21 notification of classification. Such policy shall provide that no cancellation of the policy will
22 be made unless ten days' written notice is given to the Director by certified mail.

Multnomah County Animal Control Code

~~(P)(J)~~ *Livestock* means Animals kept for husbandry, including but not limited to fowl, horses, mules, burros, asses, cattle, sheep, goats, llamas, emu, ostriches, swine and other farm hoofed domesticated Animals, excluding dogs and cats.

~~(Q)(K)~~ *Livestock Facility* means any site facility for the keeping of Livestock.

~~(R)(Z)~~ *Minimum Care* has the meaning as provided in ORS 167.310 (8) (1995) (2) (1991).

~~(S)(L)~~ *Muzzle* means a device constructed of strong, soft material or a metal muzzle that complies with specifications to be adopted as administrative rules by the Director. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but must prevent it from biting any person or animal.

~~(T)(M)~~ *Owner* means any Person or legal entity having a possessory property right in the Animal or any Person who has been a Keeper of an Animal for more than 90 days.

~~(U)~~ *Permit*, for the purpose of MCC 8.10.190, shall include human conduct that is intentional, deliberate, careless, inadvertent or negligent in relationship to an Animal.

~~(V)(N)~~ *Person* means any natural person, association, partnership, firm or corporation.

~~(W)(O)~~ *Pet License* means a license for any owned Animal dog or cat that is of licensable age.

~~(X)(W)~~ *Physical Device or Structure* means a tether, trolley system, other physical control device or any structure made of material sufficiently strong to adequately and humanely confine the Animal dog in a manner that would prevent it from escaping the premises.

~~(Y)(R)~~ *Physical Injury* means physical impairment of physical condition or substantial as evidenced by pain which is accompanied with scrapes, cuts, punctures, bruises or physical pain or other evidence of physical impairment injury.

~~(Z)(P)~~ *Potentially Dangerous Dog* means any dog Animal that is a member of the canine family and has been found to have engaged in any of the behaviors specified in MCC 8.10.270.

Multnomah County Animal Control Code

1 (AA) Public Nuisance Animal is an Animal that has been determined by the Director to be a
2 Chronic Noise Nuisance, or a Chronic Safety Nuisance, or an Animal that is subjected to an
3 Immediate Health Hazard.

4 (BB)(Q) A Secure Enclosure shall be:

5 (1) A fully fenced pen, kennel or structure that shall remain locked with a padlock or
6 combination lock. Such pen, kennel or structure must have secure sides, minimum of five
7 feet high, and the Director may require a secure top attached to the sides, and a secure
8 bottom or floor attached to the sides of the structure or the sides must be embedded in
9 the ground no less than one foot. The structure must be in compliance with the
10 jurisdiction's building code; or

11 (2) A house or garage. When dogs are kept inside a house or garage as a Secure Enclosure,
12 the house or garage shall have latched doors kept in good repair to prevent the accidental
13 escape of the dog. A house, garage, patio, porch or any part of the house or structure is
14 not a Secure Enclosure if the structure would allow the dog to exit the structure on its
15 own volition.

16 (CC)(S) Serious Physical Injury means any Physical Injury which creates a substantial risk of
17 death or which causes significant serious and protracted disfigurement, significant protracted
18 impairment of health or significant protracted loss or impairment of the function of any body
19 part or bodily organ.

20 (DD) Service Animal is an Animal that is professionally trained to provide assistance and whose
21 primary function is to provide such service. Service Animals include, but are not limited to
22 guide dogs, police dog and rescue dogs.

Multnomah County Animal Control Code

1 ~~(EE)(F)~~ *Sexually Unreproductive* means being incapable of reproduction by reason of age or
2 physical condition, or incapable of being subjected to a medical procedure to be rendered
3 unproductive and certified as such by a licensed veterinarian.

4 ~~(FF)(U)~~ *Vicious Animal* means any Dangerous Animal, excluding dogs or cats, which bites any
5 human being or other domestic Animal or which demonstrates menacing behavior towards
6 human beings or domestic animals. "Vicious Animal" does not include an Animal which
7 bites, attacks or menaces a trespasser on the property of its owner or Keeper or harms or
8 menaces anyone who has tormented or abused it.

9 [Ord. 156 II(2) (1978); Ord. 379 1--3 (1983); Ord. 480 1 (1985); Ord. 517 2 (1986); Ord.
10 591 1 (1988); Ord. 732 1--3 (1992)]

11 Section II. AMENDMENT

12 MCC 8.10.020 is amended as follows;

13 The Board of County Commissioners recognizes that ORS chapter 609 constitutes state law for the
14 regulation of dogs but may be superseded ~~does not apply~~ in home rule counties which provide for
15 regulation by ordinance. The board finds that it is necessary to establish and implement a program for
16 the licensing and regulation of dogs and other animals and facilities which house them, that animals
17 require legal protection, that the property rights of owners or keepers and nonowners of animals
18 should be protected and that the health, safety and welfare of the people residing in Multnomah
19 County would best be served by adoption of such an ordinance.

20 [Ord. 156 I(1) (1977); Ord. 732 3 (1992)]

21 Section III. AMENDMENT

22 MCC 8.10.030 is amended as follows:

Multnomah County Animal Control Code

1 (A) It shall be the responsibility of the Director of the department of environmental services, and
2 those the Director designates, to enforce provisions of this chapter.

3 (B) The Director and persons duly authorized under subsection (2) of ORS 204.635 shall be
4 empowered to exercise the authority of peace officers to the extent necessary to enforce this chapter.

5 (C) Persons designated by the Director to enforce this chapter shall bear satisfactory identification
6 reflecting the authority under which they act, which identification shall be shown to any person
7 requesting it.

8 (D) No person shall intentionally hinder or interfere with or prevent the exercise of any powers
9 conferred under this chapter or the state statutes incorporated into this chapter under MCC 8.10.050
10 nor shall any person knowingly provide false information to the Director. A violation issued under
11 this subsection is a Class C Misdemeanor.

12 (E) The Director may waive or modify any of the standards for licensing of facilities as the Director
13 considers appropriate to meet peculiar requirements of a particular Animal or species.

14 (F) The Director shall be authorized to reduce or waive any fee prescribed by this chapter except
15 those related to licensing and registration.

16 [Ord. 156 III(1) (1977); Ord. 379 4 (1983)]

17 Section IV. AMENDMENT

18 MCC 8.10.035 is amended as follows:

19 (A) Whenever a county animal control officer or person designated by the Director has reasonable
20 grounds to believe that an Animal or facility is in violation of this chapter, that officer shall be
21 authorized to issue the Owner or Keeper notice of civil infraction containing the following
22 information:

Multnomah County Animal Control Code

- (1) The name and address, if known, of the Owner or Person in violation of this chapter and description of the Animal, if applicable; and
- (2) The Code section allegedly violated plus a brief descriptive statement of the nature of the violation; and
- (3) A statement of the amount due as a civil fine for the infraction and notice that the Animal is to be impounded if impoundment is authorized hereunder.
- (4) A statement explaining all fines are due within 30 days of service of the notice;
- (5) A statement advising that if any civil fine is not timely paid, the failure to comply may lead to enhancement of the original fine or additional fines;
- (6) A statement that the determination of violation is final unless appealed by filing a written notice of appeal including a \$25.00 fee with the Director of Animal Control Division ~~department~~ within 20 days of the date of the notice of infraction was served.
- (7) A statement that an admission of infraction would be on record and could lead to the enhancement of fine on any subsequent infraction issued under this chapter as provided under MCC 8.10.900(B).

[Ord. 732 4 (1992)]

Section V. AMENDMENT

MCC 8.10.036 is amended as follows:

The notice of infraction shall be served on the Owner or Keeper of the Animal or Facility in violation of this chapter by personal service or by regular and certified mail with return receipt requested.

[Ord. 732 5 (1992)]

Section VI. AMENDMENT

MCC 8.10.038. is amended as follows:

Multnomah County Animal Control Code

1 (A) Any party who is issued a notice of infraction for any offense listed under MCC 8.10.900(A) may,
2 in lieu of requesting a hearing, admit the infraction and submit the fine as stated on the notice of
3 infraction to the animal control division. The party may attach a written explanation of mitigating
4 circumstances with the payment of the fine.

5 (B) Any written explanations submitted under subsection (A) shall be reviewed by the Hearings
6 Officer. The Hearings Officer shall have discretion to reduce the submitted fine and refund any
7 portion not retained based on the written explanation.

8 (C) When a person issued a notice of infraction for violation of any of the following sections of this
9 chapter: MCC 8.10.190 (B)(2), (6), (11), (12), or (13); or MCC 8.10.191 (A), the violation may be
10 compromised as provided at MCC 8.10.038 (D).

11 (D) If the person injured, damaged or otherwise detrimentally impacted by the commission of the
12 violation; acknowledges in writing any time before the final decision of the Director, Hearings Officer,
13 or a Court of requisite jurisdiction, that the person has received satisfaction for the injury, damage or
14 detrimental impact, the Director, Hearings Officer or Court may in their discretion, on payment of any
15 cost or expense incurred, order the notice of infraction dismissed.

16 (1) The Director, Hearings Officer, or Court when issuing an order to dismiss under this section,
17 may impose additional conditions or requirements upon the party issued the violation, if in their
18 determination the additional requirements are necessary to further protect the public health or
19 safety.

20 (2) Any condition or requirement imposed pursuant to MCC 8.10.038 (D) (1) shall be complied
21 with prior to the entry of the final Order dismissing the notice of infractions(s).

22 (E) The Order authorized by MCC 8.10.038 (D) when made and entered by the Director, Hearings
23 Officer or Court is a bar to another enforcement action for the same violation.

Multnomah County Animal Control Code

1 [Ord. 732 7 (1992)]

2 Section VII. AMENDMENT

3 MCC 8.10.040 is amended as follows:

4 (A) The Director shall operate, maintain or provide for an adequate facility to receive, care for and
5 safely confine any Animal delivered to the Director's custody under provisions of this chapter, which
6 facility shall be accessible to the public during reasonable hours for the conduct of necessary business
7 concerning impounded animals.

8 (B) Any Animal may be impounded and held at the facility when it is the subject of a violation of this
9 chapter, when an Animal requires protective custody and care because of mistreatment or neglect by
10 its Owner or Keeper or when otherwise ordered impounded by a court, a Hearings Officer, or the
11 Director.

12 (C) An Animal shall be considered impounded from the time the Director or the Director's designee
13 takes physical custody of the Animal.

14 (D) Impoundment is subject to the following holding period and notice requirements:

- 15 (1) An Animal ~~A dog or cat~~ bearing identification of ownership shall be held for 144 hours from
16 time of impoundment. The Director shall make reasonable effort within 24 hours of
17 impoundment by phone to give notice of the impoundment to Owner or Keeper and, if
18 unsuccessful, shall mail written notice within 48 hours of impoundment to the last known
19 address of the Owner or Keeper advising of the impoundment, the date by which redemption
20 must be made and the fees payable prior to redemption release.
- 21 (2) A dog for which no identification of ownership is known or reasonably determinable shall be
22 held for 72 hours from time of impoundment before any disposition may be made of the Animal.

Multnomah County Animal Control Code

(3) Animals held for periods prescribed under this section, or as otherwise required by ORS 433.340 or 433.390, and not redeemed by the Owner or Keeper, shall be subject to such means of disposal as the Director considers most humane.

(4) Animals delivered for impoundment by a peace officer who removed the Animal from possession of a person in custody of the peace officer shall be held for the period prescribed in paragraph (1) of this subsection. A receipt shall be given the peace officer, who shall deliver the receipt to the person in custody from whom the Animal was taken. The receipt shall recite redemption requirements and shall serve as the notice required by this section.

(E) (1) Any impounded Animal shall be released to the Owner or Keeper or the Owner's or Keeper's authorized representative upon payment of impoundment, care, rabies, vaccination deposits, license fees, past due fines, and all fees and deposits related to potentially dangerous dog regulations with the addition of the following conditions:

(a) Any Animal impounded restrained by court, Hearings Officer's or Director's order shall be released to the Owner or Keeper or the Owner's or Keeper's authorized representative upon payment of all fees required in subsection (E)(1) of this section, and upon receipt of a written order of release from the court of competent jurisdiction or the Hearing's Officer or the Director issuing the order.

(b) Any classified Potentially Dangerous Dog shall be released to the Owner or Keeper or the Owner's or Keeper's authorized representative upon payment of all fees required in subsection (E)(1) of this section, and upon verification of satisfactory compliance with the regulations required in MCC 8.10.270 to 8.10.280. Failure to be in satisfactory compliance with the potentially dangerous dog regulations within ten days of impoundment shall result in the Owner or Keeper forfeiting all rights of ownership of the dog to the county.

Multnomah County Animal Control Code

(2) An Animal ~~A dog or cat~~ held for the prescribed period and not redeemed by its Owner or Keeper, and which is neither a Dangerous Animal ~~vicious~~ nor in a dangerous condition of health, may be released for adoption subject to the provisions of MCC 8.10.045.

(3) The Director shall dispose of Animals held for the prescribed period without redemption or adoption only by means of euthanasia, provided, however, that, irrespective of any prescribed holding period, the Director, upon advice of a licensed veterinarian, may dispose of any unhealthy or injured impounded Animal by euthanasia.

(4) Any device attached to any Animal upon impoundment shall be retained, 30 days, by the Director should the Animal be disposed of as provided in paragraph (3) of this subsection.

Otherwise, the device shall accompany the Animal when redeemed or adopted.

[Ord. 156 III(2) (1977); Ord. 276 2 (1981); Ord. 379 5, 6 (1983); Ord. 591 4 (1988); Ord. 732 3 (1992)]

Section VIII. AMENDMENT

MCC 8.10.045 is amended as follows:

(A) An Animal ~~A dog or cat~~ may be released for adoption or transferred to another adoption agency, approved by the Director, subject to the following conditions:

(1) The adoptive Owner or Keeper shall agree in writing to furnish proper care to the Animal ~~dog or cat~~ in accordance with this chapter;

(2) Payment of required fees; however, including any medical care costs incurred during impoundment Animals transferred to another adoption agency are exempt from the requirement of paying adoption fees;

Multnomah County Animal Control Code

(3) In the case of a fertile dog or cat ~~not sexually unproductive~~, a surgical prepayment deposit in an amount not to exceed \$45.00 refundable upon furnishing evidence that the Animal has been rendered Sexually Unproductive; and

(4) A written agreement by the adoptive Owner or Keeper to render any adopted dog or cat Sexually Unproductive within 30 days of adoption or upon the Animal attaining sexual maturity, whichever event last occurs. Failure to perform the agreement shall be a forfeiture of the amount deposited under paragraph (3) of this section and the Director may require return of the adopted dog or cat to the shelter. It is unlawful to fail to return an adopted Animal as required by the Director.

(B) The Director may decline to release an Animal for adoption under any of the following circumstances:

(1) The prospective adoptive Owner or Keeper has a history of violations of the animal control ordinance or has been convicted of an Animal related ~~the crime of cruelty to animals~~;

(2) The prospective adoptive Owner or Keeper has inadequate or inappropriate facilities for confining the Animal ~~dog~~ and for providing proper care to the Animal as set out in MCC 8.10.190;

(3) The existence of other circumstances which in the opinion of the Director would endanger the welfare of the Animal or the health, safety and welfare of the people residing in Multnomah County. In making a decision under this subsection, the Director shall consider the guidelines adopted by the Multnomah County Animal adoption panel.

(4) The Animal is a Dangerous Animal.

[Ord. 276 4 (1981); Ord. 379 7 (1983); Ord. 732 3 (1992)]

Section IX. AMENDMENT

Multnomah County Animal Control Code

MCC 8.10.050 is amended as follows:

(A) Pursuant to ORS 609.015(1), this chapter supersedes enforcement in Multnomah County of the following state statutes: ORS 609.010(2), 609.030, 609.040, 609.060, 609.090, 609.092, 609.095, 609.097, 609.100, 609.110, 609.150, 609.155, 609.160, 609.170, 609.180, 609.190.

(B) Enforcement of ORS 433.340--433.390 shall be the responsibility of the Director and the county health officer. ~~Such~~ Provided such enforcement procedures shall comply with the state law and are not subject to the enforcement provisions of this chapter.

[Ord. 732 8 (1992)]

Section X. AMENDMENT

MCC 8.10.054 is amended as follows:

(A) Any party served a notice of infraction or Director's decision or order under this chapter ~~MCC 8.10.275 or 8.10.290~~ may appeal the infraction or Director's decision by submitting a notice of appeal in writing along with the \$25.00 hearing fee to the animal control division within 20 days of the date the notice of infraction or Director's decision or order was served on the party.

(B) Any party whose application for a Facility license or Dangerous Animal Facility license was denied, revoked or issued subject to conditions may appeal the license denial, revocation or conditional approval by submitting a notice of appeal in writing along with the \$25.00 hearing fee to the animal control division within 20 days of the date the denial or conditional approval was mailed to the applicant by certified mail.

~~(C) Any party whose facility license has been revoked may appeal that revocation as provided in subsection (B).~~

[Ord. 732 9 (1992)]

Section XI. AMENDMENT

Multnomah County Animal Control Code

1 MCC 8.10.055 is amended as follows:

2 (A) The board shall adopt procedural rules governing the conduct and scheduling of the appeal
3 hearings under this chapter.

4 (B) Upon the receipt of a timely appeal, animal control division shall set the matter for hearing on the
5 next available date scheduled for animal control hearings.

6 (C) Any party appealing a notice of infraction or license denial/revocation or Director's decision or
7 order under this chapter shall be given a written notice of the hearing date no less than ten days prior
8 to the scheduled hearing.

9 (D) The Hearings Officer shall hold a public hearing on any timely appeal from a notice of infraction,
10 Director's decision or order, or the denial/revocation of a facility license. The party who brought the
11 appeal or any other person having relevant evidence concerning the nature of the infraction or license
12 denial/revocation shall be allowed to present testimony and documentary evidence at the hearing. The
13 Hearings Officer may consider mitigating or extenuating circumstances presented on behalf of a party.

14 (E) If the hearing is held to address a notice of infraction or Director's decision issued under MCC
15 8.10.275 or 8.10.290, the Hearings Officer shall determine whether the infraction contained in the
16 notice did occur. The Hearings Officer shall have the same authority as the Director under MCC
17 8.10.275 when conducting Potentially Dangerous dog hearings.

18 (F) If the hearing is held to address a Facility license condition, denial or revocation, the Hearings
19 Officer shall determine whether the license conditions were rightfully imposed or the license was
20 rightfully denied or revoked as provided under MCC 8.10.120.

21 (G) The Hearings Officer shall issue a written decision containing findings of fact addressing the
22 allegations contained in the notice of infraction, the Director's decision, or the license
23 denial/revocation under MCC 8.10.100 through 8.10.145. The decision shall clearly state the

Multnomah County Animal Control Code

1 Hearings Officer's conclusion and the reasoning based on the findings of fact. The decision shall be
2 signed and dated by the Hearings Officer and shall be served by personal service or regular and
3 certified mail to the last known address of the party who filed ~~file~~ the appeal. The decision shall be
4 final on the date of personal service or three (3) days after mailing.

5 (H) In all appeals under this chapter the Hearings Officer shall have discretion ordering conditions,
6 restrictions and penalties.

7 (I) Failure of a party to file an appeal as provided in this section or unexcused failure of a party to
8 appear at a duly scheduled hearing shall constitute a waiver by the party of any further appeal under
9 this chapter. Upon the entry of a waiver in the record, the last decision issued by the animal control
10 division shall become final.

11 [Ord. 732 10 (1992)]

12 Section XII. AMENDMENT

13 MCC 8.10.057 is amended as follows:

14 (A) In any appeal wherein the subject Animal has been impounded pending appeal of Director's
15 decision to the Hearings Officer, the Owner or Keeper of the Animal shall be required to post a
16 deposit with the Director in the amount of \$100.00 at the time an appeal is requested to apply
17 towards the expense of sheltering the Animal during the appeal process.

18 (B) If an Animal not previously impounded under this chapter is subsequently ordered to be
19 impounded by a Hearings Officer and the Owner or Keeper appeals the hearing officer's decision by
20 writ of review to the circuit court, the Owner or Keeper of the Animal shall be required to post a
21 deposit with the Director in the amount of \$100.00 at the time the notice of intent to file the writ of
22 review is submitted under MCC 8.10.056(B) to apply towards the expense of sheltering the Animal
23 during the pendency of the writ of review proceeding.

Multnomah County Animal Control Code

1 (C) In either situation described above in subsection (A) or (B), if the finding of a violation is upheld
2 on appeal, the Animal's Owner or Keeper shall be liable for the cost of the Animal's impoundment and
3 shall pay all fees incurred for sheltering and caring for the Animal, ~~or forfeit any amount remaining of~~
4 ~~the original deposit~~. If the animal control division's finding is reversed on appeal the deposit shall be
5 refunded.

6 [Ord. 732 12 (1992)]

7 Section XIII. AMENDMENT

8 MCC 8.10.060 is amended as follows:

9 The provisions of MCC 8.10.060 to 8.10.090, shall apply to dogs and cats not covered under a
10 Facility housed, kept or maintained within a dog facility or cat facility subject to licensure under MCC
11 8.10.100 to 8.10.140.

12 [Ord. 156 IV(1) (1977); Ord. 480 2 (1985)]

13 Section XIV. AMENDMENT

14 MCC 8.10.070 is amended as follows:

15 (A) Dogs and cats shall be licensed within 30 days of obtaining the age of six months or within 30
16 days of acquisition by the Owner or Keeper, whichever occurs later.

17 (B) Licenses shall be valid for one, two or three years from date of issuance, at the option of the pet
18 Owner or Keeper and, for dogs, shall require a current rabies inoculation for licensing period selected
19 and shall be issued upon payment of the fee required by MCC 8.10.220.

20 (C) Licenses issued under prior existing Multnomah County ordinances shall remain valid until
21 expiration.

22 (D) The Person who licenses an Animal becomes the Owner or Keeper of record and is responsible
23 for the action or behavior of his or her Animal.

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1 [Ord. 156 IV(2a) (1977); Ord. 480 3 (1985); Ord. 732 3 (1992)]

2 Section XV. AMENDMENT

3 MCC 8.10.080 is amended as follows:

4 (A) Pet license tags shall be securely displayed upon Animals ~~dogs~~ at all times, except when the
5 Animal ~~dog~~ is confined to the Owner's or Keeper's premises or displayed in an exhibition. Pet owners
6 or keepers shall be allowed to choose the means by which to display the pet license number (tag,
7 collar, tattoo, microchip or another form of identification with the pet license number on it). A pet
8 license tag, with pet license number, shall be issued by the Director. Any additional expenses is to be
9 borne by the pet Owner or Keeper.

10 (B) A pet license is not transferable to another Animal ~~dog or cat~~. The pet license number shall be
11 assigned to the Animal ~~dog or cat~~ and shall remain with the Animal upon transfer to another Owner
12 or Keeper for the life of the Animal license.

13 (C) An Animal displaying a current license from jurisdictions outside Multnomah County, but within
14 the State of Oregon, shall not require licensing under this chapter until expiration of the current
15 license, ~~provided that the dog remains in the possession of the owner or keeper to whom the license~~
16 ~~was duly issued.~~

17 (D) Animal Control may inspect the premises with 5 or more animals to insure that owners or keepers
18 are providing Minimum Care and facilities. A penalty of \$6.00 shall be charged for late renewal of a
19 license. Late renewal is defined as the first day of the month past the due date.

20 (E) ~~A penalty equal to twice the applicable license fee shall be charged to any person who fails to~~
21 ~~apply for an initial Multnomah County license within the times specified in this chapter.~~

22 (F) ~~Any penalty shall be in addition to the applicable license fee and payable at the time of issuance.~~

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1 ~~(G) The pet license number shall be securely displayed upon cats at all times, except when the cat is~~
2 ~~displayed in an exhibition. Cat owners or keepers shall be allowed to choose the means by which to~~
3 ~~display the pet license number (tag, collar, tattoo or another form of identification with the pet license~~
4 ~~number on it). A pet license tag, with pet license number, shall be issued by the director. Any~~
5 ~~additional expense is to be borne by the cat owner or keeper.~~

6 [Ord. 156 IV(2b) (1977); Ord. 195 11 (1979); Ord. 480 5 (1985); Ord. 732 3 (1992)]

7 Section XVI. AMENDMENT

8 MCC 8.10.085 is repealed as follows:

9 ~~(A) All litters, dog and cat, must be registered with the director within four weeks of birth.~~

10 ~~Information to be submitted to the director includes date of birth, breed, number of animals in the~~
11 ~~litter, and name, address and telephone number of owner or keeper.~~

12 ~~(B) Upon receipt of the information in subsection (A) above, the director shall provide the owner or~~
13 ~~keeper with a litter registration number.~~

14 ~~(C) Upon registration of the litter, the director shall send to the owner or keeper a transfer record~~
15 ~~form for each animal in the litter. Upon sale or transfer of each animal in the litter, the litter owner or~~
16 ~~keeper shall complete the transfer record form and return it to the director. Information on the~~
17 ~~transfer record form shall include the following: specifics on the animal being transferred, including~~
18 ~~date of birth, breed, sex and color; litter registration number; litter owner or keeper information,~~
19 ~~including name, address and telephone number; new owner or keeper information, including name,~~
20 ~~address and telephone number.~~

21 ~~(D) Each dog and cat sold, traded, or otherwise transferred by a pet store, kennel, or other~~
22 ~~commercial animal establishment shall be reported to the director, on a transfer record form to be~~
23 ~~provided by the director. Information on the transfer record form shall include specifics on the animal~~

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1 ~~being transferred, including date of birth, or, if unknown, approximate age, breed, sex, and color;~~
2 ~~information on the animal establishment including name of owner or keeper, name of establishment,~~
3 ~~address and telephone number; and new owner or keeper information, including name, address and~~
4 ~~telephone number.~~

5 [Ord. 379 12 (1983); Ord. 384 2 (1983); Ord. 732 3 (1992)]

6 Section XVII. AMENDMENT

7 MCC 8.10.090 is amended as follows:

8 (A) Fees shall be waived for licenses issued for any Service Animal ~~guide dog~~ upon presentment of an
9 affidavit by the Animal's dog's Owner or Keeper. A Service Animal ~~guide dog~~ license shall be valid
10 for the duration that the dog provides the service or upon retirement due to age or infirmity and life of
11 ~~the dog or~~ so long as the dog remains the property of the person named in the affidavit.

12 (B) License fees for dogs and cats owned by persons aged 65 or older and persons deemed by the
13 Director to be under financial hardship shall be reduced by 50 percent for up to two Animals ~~one dog~~
14 ~~and one cat per household, provided, however, that the surcharge for late application shall be based~~
15 ~~on the applicable, unwaived, license fee for the animal.~~

16 [Ord. 156 IV(2c) (1977); Ord. 480 6 (1985); Ord. 684 3 (1991); Ord. 732 3 (1992)]

17 Section XVIII. AMENDMENT

18 MCC 8.10.100 is amended as follows:

19 (A) A Facility License ~~dog Facility~~ or ~~exotic, wild or d~~ Dangerous Animal facility license shall be
20 granted ~~require a license~~ in accordance with procedures, standards and limitations provided in MCC
21 8.10.100 to 8.10.140, and no such facility may lawfully be operated except upon application and
22 payment of prescribed fees for the license.

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1 (B) Issuance of the license shall require prior land use approval and shall be in compliance with any
2 land use restrictions or regulations which may apply to the proposed facility operation.

3 (C) The Oregon Humane Society, located at 1067 NE Columbia Boulevard in Portland, Oregon, shall
4 be exempt from the requirements of MCC 8.10.100 to 8.10.140.

5 [Ord. 156 V(1) (1977); Ord. 480 7 (1985)]

6 Section XIX. AMENDMENT

7 MCC 8.10.110 is amended as follows:

8 (A) Application for a Facility License or ~~Wild, Dangerous, or Exotic~~ Animal facility license shall be
9 made upon forms furnished by the Director, shall include all information required therein and shall be
10 accompanied by payment of the required fee.

11 (B) A Facility License or Dangerous Animal facility license shall be valid for one year, ~~two or three~~
12 ~~years~~ from the date of issuance, ~~at the option of the facility owner~~, unless revoked.

13 ~~(C) The fee for the first year shall be reduced by an amount equal to license fees already paid for~~
14 ~~individual dogs, provided, however, no refund shall be given where the amount of license fees paid~~
15 ~~for individual dogs exceeds the facility license fee.~~

16 ~~(D) During the first 365 days after January 21, 1978, persons filing applications and paying the~~
17 ~~required fee for a facility license shall be issued a receipt by the Director which shall constitute a~~
18 ~~preliminary license for the facility, subject to inspection of the facility by the director and final~~
19 ~~approval for operation.~~

20 ~~(C)~~(E) The Director shall inspect any facility for which a license is sought and, upon determination
21 that the facility and its operation complies with all applicable provisions of this chapter and other
22 applicable local, state and federal laws, shall issue a license which may include one or more conditions
23 of approval and/or operation.

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1 ~~(D)(F)~~ If the Director fails to approve or deny a fully completed an application within 60 days of its
2 receipt and payment of fees, the application shall be considered approved for the current year, subject
3 only to revocation as provided in MCC 8.10.120.

4 ~~(E)(G)~~ A license shall be conspicuously displayed on the facility premises and a holder of a license
5 shall keep available for inspection by the Director a record of the name, address and telephone
6 number of the Owner or Keeper of each Animal ~~dog~~ kept at the facility, the date each Animal ~~dog~~
7 was received, the purpose therefor, the name and address of the person from whom the Animal ~~dog~~
8 was purchased or received, a description of each Animal ~~dog~~ including species, age, breed, sex and
9 color and the Animal's veterinarian, if known; at the discretion of the Director.

10 ~~(H) A dog or exotic, wild or dangerous animal not on the licensed premises shall bear identification,~~
11 ~~except when taking part in an animal show.~~

12 [Ord. 156 V(2) (1977); Ord. 480 8 (1985); Ord. 732 3 (1992)]

13 Section XX. AMENDMENT

14 MCC 8.10.120 is amended as follows:

15 (A) A license required by MCC 8.10.100 to 8.10.140 may be denied or revoked for any of the
16 following reasons:

17 (1) Failure to comply substantially with any provision of this chapter.

18 (2) Conviction of the Owner or Keeper or any person subject to the Owner's or Keeper's direction
19 or control for the violation of any provision of this chapter or other applicable state or federal
20 law, rule, order or regulation pertaining to any activity relating to Animals.

21 (3) Furnishing false information on an application for a license under this chapter.

22 (B) The Director shall refund 100 ~~50~~ percent of any fee paid upon denial of a license, provided,
23 however, no refund shall be made upon revocation.

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1 (C) If the Director denies an application for a license or approves subject to conditions, the
2 determination is final unless the applicant appeals the denial or conditional approval.

3 (D) The Director shall investigate any complaint concerning licensed facilities and, upon
4 determination that a license should be revoked, shall serve written notice upon the licensee of that
5 determination by certified mail. The Director's determination shall become final unless appealed.

6 (E) Failure to file a ~~timely~~ request within 20 days, shall terminate any appeal right, and the Director's
7 decision revoking the license shall not be reviewable otherwise.

8 [Ord. 156 V(3) (1977); Ord. 732 3, 13 (1992)]

9 Section XXI. AMENDMENT

10 MCC 8.10.130 is amended as follows:

11 The Director shall not issue a Facility License or ~~Wild, Dangerous, or Exotic~~ Animal Facility license
12 ~~for any facility~~ until a site inspection demonstrates compliance with the standards ~~set forth in this~~
13 ~~section~~, applicable to the nature and species of any Animal to be kept as set forth in this section:

14 (A) Housing structures shall be sound and maintained in good repair to protect Animals from injury,
15 safely confine any Animal housed therein and prevent entry of other Animals.

16 (B) Reliable and adequate electrical service and a potable water supply shall serve the facility.

17 (C) Storage of food supplies and bedding materials shall be designed to prevent vermin infestation
18 ~~infection~~.

19 (D) Refrigeration shall be furnished for perishable foods.

20 (E) Safe and sanitary disposal facilities shall be available to eliminate Animal and food wastes,
21 bedding, dead Animals and debris and to minimize vermin infestation, odors and disease hazards.

22 (F) Cleaning Cleanliness facilities shall be available to Animal caretakers and handlers.

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- 1 (G) Interior ambient temperature shall be maintained above 50 degrees Fahrenheit for Animals not
2 acclimatized to lower temperatures.
- 3 (H) Adequate ventilation shall be maintained to assure Animal comfort by such means as will provide
4 sufficient fresh air and minimize drafts, odors and moisture condensation. Mechanical ventilation must
5 be available when ambient temperatures exceed 85 degrees Fahrenheit, if appropriate.
- 6 (I) Interior areas shall have adequate natural or artificial lighting provided, however, that primary
7 enclosures for Animals ~~dogs~~ shall be protected from excessive illumination.
- 8 (J) Interior building surfaces shall be so constructed and maintained to permit sanitizing and prevent
9 moisture penetration.
- 10 (K) Drainage facilities shall be available to assure rapid elimination of excess water from indoor
11 housing facilities. The design shall assure obstruction-free flow and traps to prevent sewage
12 back-flow ~~backflow~~.
- 13 (L) Outdoor facilities shall provide protective shading and adequate shelter areas designed to
14 minimize harmful exposure to weather conditions for those Animals not acclimatized to the
15 environment, if appropriate for the species.
- 16 ~~(M) In addition to the general standards contained in this section, the following standards of care shall~~
17 ~~apply specifically to the keeping of dogs in licensed facilities:~~
- 18 ~~(1)~~ The primary enclosure shall be of sufficient size to permit each Animal ~~dog~~ housed therein to
19 stand freely, sit, turn about and lie in a comfortable normal position as appropriate for the
20 species. ~~Not more than 12 dogs shall be housed in the same primary enclosure. Each dog~~
21 ~~housed in a primary enclosure shall be provided a minimum floor space equal to the~~
22 ~~mathematical square of the dog's length as measured from the tip of its nose to the base of its~~

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1 ~~tail plus six inches.~~ An exercise area or means to provide each Animal dog with exercise shall be
2 provided on the premises.

3 (N)(2) When restraining devices are used in connection with a primary enclosure intended to permit
4 movement outside the enclosure, the devices shall be installed in a manner to prevent
5 entanglement with devices of other Animals dogs or objects and shall be fitted to the Animal
6 dog by a harness or well-fitted collar, other than a choke type collar, and shall be of reasonable
7 length. ~~not be shorter than three times the length of the dog as measured from the tip of its nose~~
8 ~~to the base of its tail.~~

9 (O)(3) Animals Dogs shall be fed as often as necessary ~~at least once daily~~ a diet of nutritionally
10 adequate and uncontaminated foods.

11 (P)(4) Potable water shall be continuously available, unless otherwise recommended by a
12 veterinarian in a particular situation.

13 (Q)(5) Cages, rooms, hard-surfaced pens, runs and food and watering receptacles shall be sanitized
14 to prevent disease not less than once every two weeks by washing with hot water (180 degrees
15 Fahrenheit) and soap or detergent, by washing with a combination disinfectant and cleanser, by
16 washing with a detergent followed with a safe, effective disinfectant or by cleaning with steam.
17 Prior to the introduction of Animals dogs into empty enclosures previously occupied, the
18 enclosures shall be sanitized. Animals Dogs shall be removed from the enclosure during the
19 cleaning process and adequate care shall be taken to protect Animals in other enclosures.

20 (R)(6) Excrement shall be removed from primary enclosures a minimum of every 24 hours, or more
21 often, if necessary as ~~as often as necessary~~ to prevent contamination, reduce disease hazards
22 and minimize odors.

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(S)(7) Animals Dogs housed together in primary enclosures shall be maintained in compatible groups with the following restrictions, except in residential dwelling:

(a) Females in season (estrus) shall not be placed with males except for breeding purposes;

(b) Animals exhibiting vicious behavior shall be housed separately;

(c) Animals six months or less of age shall not be housed with adult Animals other than with their mothers dams, as appropriate for the species;

(d) Animals Dogs shall not be housed with other non-compatible species of Animals; and

(e) Animals Dogs under quarantine or treatment for any communicable disease shall be separated from other Animals dogs.

(T)(8) Programs of disease control and prevention shall be established and maintained.

(U)(9) Each Animal dog shall be seen at least once per 24-hour period by an Animal caretaker.

(V) Owner or Keeper shall comply with the provisions of MCC 8.10.190 (B) 7 and (B) 9.

[Ord. 156 V(4) (1977)]

Section XXII. AMENDMENT

MCC 8.10.140 is amended as follows:

Any facility for keeping of any ~~exotic, wild or d~~ Dangerous Animal, whether or not otherwise licensed under this chapter, shall be licensed subject to MCC 8.10.100 and 8.10.110, and the following requirements:

(A) Animals must at all times be housed in a manner which assures that Animals will not create a public nuisance by reason of noise or emission of offensive odors, present a danger to human life or property, endanger the health of the Animals or create a safety or health hazard to human beings. The facility must meet the standards as described in the Oregon Administrative Rules

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chapter 603, division 11, sections 700 through 725 as published in 1994 and as is from time to time amended or as required by the Director.

(B) An applicant for a license must demonstrate satisfactory proof to respond in damages for bodily injury or death of any person or for damage to any property which may result from the keeping, owning or control of the Animal. The Director may require posting of an adequate bond or proof of liability insurance to remain in effect during any license period.

(C) A license issued under this section shall be subject to revocation by the Director under MCC 8.10.120.

[Ord. 156 V(5) (1977)]

Section XXIII. AMENDMENT

MCC 8.10.145 is repealed as:

~~(A) A cat facility means any site, as identified by a mailing address, where four or more fertile cats six months of age or older are kept, whether the animals are property of the site owner or of other persons.~~

~~(B) A cat facility shall require a license in accordance with the procedures, standards, and limitations as described herein; and no such facility may lawfully be operated except upon application and payment of prescribed fees for the license.~~

~~(C) A cat facility license shall be valid for one, two and three years from the date of issuance, at the option of the facility owner, unless revoked.~~

~~(D) Application for a cat facility license shall be made upon forms furnished by the director and shall include all information required therein and shall be accompanied by payment of the required fee.~~

~~(E) Animals housed within a cat facility shall be kept in a humane and responsible manner, as~~

~~provided for in MCC 8.10.190, provided, however, that MCC 8.10.130(M)(7)(c) shall not apply. The~~

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1 ~~director may inspect any facility for which a license is sought, provided that such inspection is~~
2 ~~requested for a reasonable time and day, with the consent of the facility owner or keeper.~~

3 ~~(F) If the director fails to approve or deny an application within 60 days of its receipt and payment of~~
4 ~~fees, the application shall be considered approved for the current year, subject to revocation as~~
5 ~~provided in MCC 8.10.120.~~

6 ~~(G) A license shall be conspicuously displayed on the facility premises and a holder of a license shall~~
7 ~~keep available for inspection by the director an inventory of the cats kept at the facility, including age,~~
8 ~~breed, sex and color, and the animal's veterinarian, if known.~~

9 ~~(H) A cat facility license may be denied or revoked as provided in MCC 8.10.120. In such cases, the~~
10 ~~applicant may appeal the denial or revocation in accordance with the procedure provided in MCC~~
11 ~~8.10.120.~~

12 [Ord. 384 6 (1983); Ord. 480 9 (1985)]

13 Section XXIV. AMENDMENT

14 MCC 8.10.150 is amended as follows:

15 (A) No Animal shall be confined within or on a motor vehicle at any location under such conditions as
16 may endanger the health or well-being of the Animal, including but not limited to dangerous
17 temperature, lack of food, water or attention or confinement with a dangerous Animal.

18 (B) No person shall carry an Animal on the external part of a vehicle if the vehicle is on the roadway
19 and the person carries the Animal:

20 (1) upon the hood, fender, running board or other external part of any automobile or truck; or

21 (2) within the open bed of any vehicle commonly known as a pickup truck (that is upon the

22 roadway), unless the dog is cross-tethered or protected by framework, carrier or other device

23 sufficient to keep it from falling from the vehicle.

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1 (C)(B) Any animal control or peace officer is authorized to remove any Animal from a motor vehicle
2 at any location when the officer reasonably believes it is confined in violation of subsection (A) of this
3 section. Any Animal so removed shall be delivered to the animal control shelter after the removing
4 officer leaves written notice of the removal and delivery, including the officer's name, in a
5 conspicuous, secure location on or within the vehicle. Such additional notice as may be required by
6 subsection (D) of MCC 8.10.040 shall be given upon impoundment of the removed Animal.

7 (D)(C) No animal control or peace officer shall be held criminally or civilly liable for action under this
8 section, provided the officer acts lawfully, in good faith, on probable cause and without malice.

9 [Ord. 156 VI(1) (1977)]

10 Section XXV. AMENDMENT

11 MCC 8.10.160 is amended as follows:

12 (A) Any person who finds and harbors an Animal ~~a dog or cat~~ without knowing the Animal ~~dog or~~
13 ~~cat~~ Owner's or Keeper's identity shall notify the Director and furnish a description of the Animal ~~dog~~
14 ~~or cat~~ within 5 days after the date of finding the Animal.

15 (B) The finder may surrender the Animal to the Director or retain its possession, subject to surrender
16 upon demand of the Director.

17 (C) Records of reported findings shall be retained for six months by the Director and made available
18 for public inspection.

19 (D) If the finder chooses to retain possession of the Animal, the finder shall, within 15 days, cause to
20 be published in a newspaper of general circulation in the county a notice of the finding once each
21 week for two consecutive weeks. Each such notice shall state the description of the animal, the
22 location where the Animal was found, the name and address of the finder and the final date before
23 which such Animal may be claimed. If the finder does not wish to have his or her name and address

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1 appear in the notice, he or she may obtain a case number from Multnomah County Animal Control
2 and have that number published in the newspaper along with the phone number for Animal Control
3 for contact.

4 (E) If no person appears and claims ownership of the Animal prior to the expiration of 90 days after
5 the date of the notice to the Director under subsection (A) of this section, the finder shall be declared
6 the Owner of the Animal. Any person becoming Owner of any Animal under the provisions of this
7 subsection shall assume the responsibilities of an Owner under this chapter.

8 (F) If within three months of the finder's notice to the Director the Animal's Owner does appear and
9 establish ownership of the Animal, the finder shall surrender possession of the Animal to that Owner,
10 provided, however, that the Owner first tender to the finder payment for all of the finder's reasonable
11 actual costs incurred for giving of notice, providing urgent veterinary care and keeping of the Animal.

12 (G) Any dispute as to ownership or right to possession of the Animal, or as to the amount of the
13 finder's costs, shall be submitted to the Director in writing, who shall promptly decide the matter in
14 writing. Any party aggrieved by the Director's decision may appeal the decision under MCC 8.10.054
15 through 8.10.057.

16 (H) Notwithstanding any other provision in this section, any person who prior to December 31, 1995
17 found and harbored any dog or cat and who notified the Director and furnished a description of the
18 Animal shall be the Animal's Owner if, prior to the expiration of three months after the Director was
19 notified, no person appeared and claimed ownership of the Animal. Any person becoming Owner of
20 any animal under the provisions of this subsection shall assume the responsibilities of an Owner under
21 this chapter.

22 [Ord. 156 VI(2) (1977); Ord. 379 8 (1983); Ord. 732 3 (1992)]

23 Section XXVI. AMENDMENT

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MCC 8.10.170 is amended as follows:

Any person in physical possession ~~or and~~ control of any Animal ~~off the property of the Animal's~~
~~Owner or keeper in a public place~~ shall immediately remove excrement or other solid waste deposited
by the Animal in any public area or private property ~~in any public area not designed to receive those~~
~~wastes, including but not limited to streets, sidewalks, parking strips and public parks.~~

[Ord. 156 VI(3) (1977)]

Section XXVII. AMENDMENT

MCC 8.10.180 is amended as follows:

No person shall knowingly place food of any description containing poisonous or other injurious
ingredients in any area reasonably likely to be accessible to Animals, except as provided by law for
nuisance, vector, or predator control.

[Ord. 156 VI(4) (1977)]

Section XXVIII. AMENDMENT

MCC 8.10.190 is amended as follows:

(A) For the purposes of this section, unless otherwise limited, the owner is ultimately responsible for
the behavior of his or her Animal regardless of whether the owner or another member of the owners
household or a household visitor Permitted the Animal to engage in the behavior that is the subject of
the violation. ~~the term "permit" shall include human conduct that is intentional, deliberate, careless,~~
~~inadvertent or negligent in relation to an owned Animal.~~

(B) It is unlawful for any person to:

(1) Permit an Animal to become an Animal at Large.

(2) Permit an Animal to trespass upon property of another.

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- (3) Keep a Vicious Animal ~~or a dog that has been found to have engaged in level 5 behavior as described in MCC 8.10.270.~~
- (4) Fail to comply with requirements of this chapter which apply to the keeping of an Animal, or Dangerous Animal or any facility where such Animals are kept.
- (5) Permit a dog in season (estrus) to be accessible to a male dog not in the person's ownership except for intentional breeding purposes.
- (6) Permit any Animal unreasonably to cause annoyance, alarm or noise disturbance at any time of the day or night, by repeated barking, whining, screeching, howling, braying or other like sounds which may be heard beyond the boundary of the Owner's or Keeper's property.
- (7) Leave an Animal unattended for more than 24 consecutive hours without Minimum Care.
- (8) Deprive an Animal of proper facilities or care, including but not limited to the items prescribed in ~~paragraphs (1), (2), (3), (4), (6) and (7) of subsection (M) of MCC 8.10.130.~~ Proper shelter shall include a structure that does not leak, will provide protection from the weather and is maintained in a condition to protect the Animals from injury.
- (9) Physically mistreat any Animal either by ~~deliberate~~ abuse or neglect or failure to furnish minimum care, ~~including medical attention.~~
- (10) Permit any Animal to leave the confines of any officially prescribed quarantine area.
- (11) Permit any dog to engage in any of the behaviors described in MCC 8.10.270(A) or (B).
- (12) Permit any dog to engage in any of the behaviors described in MCC 8.10.270(C) through 8.10.270(DE).
- (13) Permit any dog to engage in the behavior described in MCC 8.10.271.
- (C) For the purpose of this section "Owner" shall mean either Owner or Keeper as defined under this Chapter.

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1 [Ord. 156 VI(5) (1977); Ord. 517 4 (1986); Ord. 732 3, 14 (1992)]

2 Section XXIX. AMENDMENT

3 MCC 8.10.191 is amended as follows:

4 (A) The failure to comply with any conditions or restrictions lawfully imposed pursuant to a notice of
5 infraction or Director's decision not otherwise stayed under MCC 8.10.056 is a violation of this
6 chapter. Failure to pay the civil fine shall be an a infraction under this section. A notice of infraction
7 issued under this section for failure to comply shall be of the same classification as the original
8 infraction. The first notice of infraction issued under this section shall not be construed as a second
9 offense under MCC 8.10.900(B).

10 (B) Except as provided in MCC 8.10.191(C), all enforcement actions under this section shall be
11 brought before a Hearings Officer.

12 (C) Any enforcement action for failure to comply wherein the circumstances of the failure to comply
13 by the party in violation are determined by the Director to:

14 (1) Be a substantial risk to public safety; or

15 (2) Be a substantial risk to the care and treatment of the subject Animal(s); or

16 (3) Be a failure to pay past-due fines on three or more infractions within a 12-month period;

17 shall be brought in the state court as provided under ORS 203.810 and ORS 30.315.

18 (D) Notwithstanding subsection (A) of this section, a notice of failure to comply issued under this
19 section that is based solely on the failure to pay the annual classified dog fee under MCC

20 8.10.280(G), shall be a Class C infraction.

21 [Ord. 732 15 (1992); Ord. 773, 2 (1993)]

22 Section XXX. AMENDMENT

23 MCC 8.10.192 is added as follows:

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- 1 (A) Whenever a Public Nuisance Animal, as determined by the Director under this Chapter is found
2 on any premises within the jurisdiction of the County, a written order may be given to the Owner or
3 keeper of the Animal(s), or to the Owner, occupant, person in possession, person in charge, or person
4 in control of the premises where the Animal(s) is(are) located, or a written order may be posted at
5 such premises when none of the above people can be found at the premises. Such order shall be
6 signed by the Director and shall give the person or person to whom it is directed no less than
7 seventy-two (72) hours (three (3) days) nor more than one hundred twenty (120) hours (five (5)
8 days) to remove and abate the nuisance.
- 9 (B) If, after the time given to comply with the notice has passed, the nuisance has not been abated,
10 the Director may summarily abate the nuisance by ordering impoundment the Animal(s) and assess
11 the cost of such abatement against the Owner or keeper of the Animal(s), or the Owner, occupant,
12 person in possession, person in charge, or person in control of the premises where the Animal(s)
13 is(are) located thereof, to be collected by suit or otherwise, in addition to the penalties for the
14 infraction hereof.
- 15 (C) It shall be unlawful to fail to comply with an order to abate a nuisance issued as provided in
16 subsection (A) and shall be construed as interference with the Director under MCC 8.10.030 (D).
- 17 (D) Any party served a written order by the Director under subsection A of this section may appeal
18 the order as provided under MCC 8.10.054. Any Animal impounded pursuant to the order shall not
19 be released until such time as the Director, Hearings Officer, or court of competent jurisdiction orders
20 such release. The appeal under this section may be consolidated with any underlying infractions still
21 pending and eligible for appeal under this chapter.

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1 ~~(E) (1) Any enforcement action first brought under MCC 8.10.191 (C) shall bar any enforcement~~
2 ~~action brought under this section in relation to the same event or series of events subject to regulation~~
3 ~~and enforcement under this Chapter.~~

4 ~~(2) Notwithstanding MCC 8.10.191 (C), any enforcement action first brought under this section~~
5 ~~shall bar any enforcement action brought under MCC 8.10.191 (C) in relation to the same event or~~
6 ~~series of events subject to regulation and enforcement under this Chapter.~~

7 Section XXXI. AMENDMENT

8 MCC 8.10.200 is repealed as follows:

9 ~~It is unlawful for any person in Multnomah County to:~~

10 ~~(A) Harbor, keep, possess, breed or deal in gamecocks; or~~

11 ~~(B) Knowingly and intentionally, whether for amusement of self or others, or for financial gain,~~

12 ~~cause any animal to fight or injure any other animal, cause it to be fought or injured by any~~

13 ~~other animal or to train or keep for the purpose of training any animal with the intent that the~~

14 ~~animal shall be exhibited combatively with any other animal. Anyone who permits such conduct~~

15 ~~on premises under that person's control, and any person present as a spectator at that~~

16 ~~exhibition, shall be considered a violator of this subsection and subject to punishment upon~~

17 ~~conviction.~~

18 [Ord. 156 VI(6) (1977)]

19 Section XXXII. AMENDMENT

20 MCC 8.10.210 is amended as follows:

21 (A) Owners or keepers of Livestock shall post at an entrance to property containing Livestock a sign

22 to be furnished by the Director which shall display a number assigned by the Director and list the type

23 of livestock contained on the premises.

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1 (B) The sign shall be posted so that it can be read from the nearest public property.

2 (C) An Owner or Keeper whose Livestock are in violation of this chapter or any other statute

3 pertaining to Livestock shall reimburse the county for any expenses incurred for investigation of the

4 violation if reimbursement is not otherwise provided for in MCC 8.10.230 or other applicable

5 statutes. Reimbursement claims shall be a debt due the county and enforceable as such at law.

6 [Ord. 156 VI(7) (1977); Ord. 732 3 (1992)]

7 Section XXXIII. AMENDMENT

8 MCC 8.10.220 is amended and added to as follows:

9 Fees shall be imposed under this chapter as follows:

10	One	Two	Three
11	Year	Years	Years
12		Discount	Discount

13 (A) Pet licenses:

14 (1) Dogs:

15 (a) Fertile	\$ 25.00	\$ 46.00	\$ 60.00
16 (b) Sexually Unreproductive	10.00	17.00	24.00

17 (2) Cats:

18 (a) Fertile	15.00	25.00	36.00
19 (b) Sexually unreproductive	8.00	14.00	19.00

20 (3) License replacement

3.00

21 (B) Facilities license:

22 (1) Facility Dogs 142.00 ~~100.00~~ ~~200.00~~ ~~300.00~~

23 (2) ~~Exotic, wild or d~~ Dangerous animal facility 200.00 ~~142.00~~

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1	(3) Cats	—50.00—	—100.00—	—150.00
2	(C) County shelter rates:			
3	(1) Impoundment fee dogs:		\$25.00	
4	(2) Impoundment fee, cats		15.00	
5	(3) Animals other than Livestock		15.00	
6	(4) Daily care for any portion of a 24-hour period from time of impoundment:			
7	(a) Dogs		8.00	
8	(b) Cats		5.00	
9	(c) Livestock		8.00	
10	(d) Other animals		5.00	
11	(5) Veterinary fees		<u>25.00</u>	20.00
12	(6) Disposal fees:			
13	(a) Euthanasia and disposal		25.00	
14	(b) Dead Animal disposal		15.00	
15	(c) Release of unwanted Animals by Owner or Keeper		15.00	
16	(d) Release of two or more Animals by Owner or Keeper		25.00	
17	<u>(e) Turn-in of out of County stray cat</u>		<u>5.00</u>	
18	<u>(f) Turn-in of out of County stray dog</u>		<u>10.00</u>	
19	(7) Adoption fees:			
20	(a) Dogs:	(i) Fertile 65.00	(ii) Sterile 25.00	
21	(b) Cats:	(i) Fertile 45.00	(ii) Sterile 20.00	
22	<u>(D) Livetraps Rental:</u>			
23	<u>(1) Cat Trap Deposit fee (per trap)</u>		<u>\$35.00</u>	

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1	<u>(2) Cat Trap Weekly Rental fee</u>	<u>5.00</u>
2	<u>(3) Dog Trap Deposit fee</u>	<u>200.00</u>
3	<u>(4) Dog Trap Weekly Rental fee</u>	<u>10.00</u>
4	<u>(E) Appeal Hearing:</u>	
5	<u>(1) Fee:</u>	<u>\$25.00</u>
6	<u>(2) Boarding Deposit:</u>	<u>\$100.00</u>
7	<u>(F) Stray Livestock Fees:</u>	
8	<u>(1) Hourly fee (per person):</u>	<u>\$37.00</u>
9	<u>(2) Mileage fee (per mile per vehicle):</u>	<u>\$0.30</u>
10	<u>(G) Potentially Dangerous Dog Classification Fees:</u>	
11	<u>(1) Level 1 (per year):</u>	<u>\$50.00</u>
12	<u>(2) Level 2 and Level 3 (per year):</u>	<u>\$100.00</u>
13	<u>(3) Level 4 (per year):</u>	<u>\$150.00</u>
14	<u>(H) Declassification</u>	
15	<u>(1) Fee:</u>	<u>\$40.00</u>
16	[Ord.-156 VII(1)--(3) (1977); Ord. 195 12 (1979); Ord. 262 1 (1981); Ord. 379 9 (1983); Ord.	
17	384 4 (1983); Ord. 480 10 (1985); Ord. 683 1 (1991); Ord. 732 3 (1992)]	
18	Section XXXIV. <u>AMENDMENT</u>	
19	MCC 8.10.230 is amended as follows:	
20	For the expenses incurred by the county in locating, transporting and otherwise attending any stray	
21	Livestock other than a dog , the Owner or Keeper or other person lawfully claiming the Animal shall	
22	pay to the county a fee in the amount of \$37.00 per person hour plus an additional payment of \$0.30	
23	for each mile traveled by county personnel in locating and transporting the Animal.	

Multnomah County Animal Control Code

1 [Ord. 156 VII(4) (1977); Ord. 262 2 (1981); Ord. 683 2 (1991); Ord. 732 3 (1992)]

2 Section XXXV. AMENDMENT

3 MCC 8.10.260 is amended as follows:

4 Effective January 1, 1996, \$25,000 from January 1, 1984, no less than ten percent of all revenue
5 generated by pet dog licensing and cat registration shall be used solely for public education and low
6 cost spay/neuter programs for the purpose of reducing the number of unwanted Animals in
7 Multnomah County.

8 [Ord. 379 14 (1983); Ord. 384 3 (1983)]

9 Section XXXVI. AMENDMENT

10 MCC 8.10.270 is amended as follows:

11 Classification of a dog ~~A dog may be classified as potentially dangerous, shall be~~ based upon specific
12 behaviors exhibited by the dog. For purposes of MCC 8.10.265 through 8.10.285, behaviors
13 establishing various levels of Potentially Dangerous Dogs ~~potential dangerousness~~ are as follows:

14 (A) Level 1 behavior is established if a dog at large is found to menace, chase, display threatening
15 or aggressive behavior or otherwise threaten or endanger the safety of any person or domestic
16 Animal.

17 (B) Level 2 behavior is established if a dog while at large, causes Physical Injury to any domestic
18 Animal.

19 (C) Level 3 behavior is established if a dog, while confined in accordance with MCC 8.10.010(B),
20 aggressively bites or causes any Physical Injury to any Person.

21 (D) Level 4 behavior is established if:

22 (1) A ~~a~~ dog, while at large,

23 (a) ~~A~~ Aggressively Bites or causes Physical Injury to any Person; or ~~a dog, while at large,~~

Multnomah County Animal Control Code

1 (b) kills a domestic Animal; or

2 (2) A dog classified as a Level 3 Potentially Dangerous Dog that repeats the behavior in subsection

3 (C) of this section after the Owner or Keeper receives notice of the Level 3 classification.-

4 ~~(E) Level 5 behavior is established if:~~

5 ~~(1) A dog, whether or not confined, causes the Serious Injury or death of any person; or~~

6 ~~(2) A dog is used as a weapon in the commission of a crime; or~~

7 ~~(3) A dog classified as a Level 4 potentially dangerous dog that repeats the behavior described in~~

8 ~~subsection (D) of this section after the Owner or Keeper receives notice of the Level 4~~

9 ~~classification.~~

10 ~~(E)(F)~~ Notwithstanding subsections (A) through ~~(DE)~~ of this section, the Director shall have

11 discretionary authority to refrain from classifying a dog as potentially dangerous, even if the

12 dog has engaged in the behaviors specified in subsections (A) through (E) of this section, if the

13 Director determines that the behavior was the result of the victim abusing or tormenting the dog

14 or was directed towards a trespasser or other similar mitigating or extenuating circumstances.

15 [Ord. 517 3 (1986); Ord. 591 2 (1988); Ord. 732 3 (1992)]

16 Section XXXVII. AMENDMENT

17 MCC 8.10.271 is added to as follows:

18 (A) Classification of a dog as a Dangerous Animal shall be based upon the dog engaging in any of

19 the following behaviors:

20 (1) A dog, whether or not confined, causes the Serious Physical Injury or death of any person; or

21 (2) A dog is used as a weapon in the commission of a crime; or

Multnomah County Animal Control Code

(3) A dog classified as a Level 4 potentially dangerous dog that repeats the behavior described in MCC 8.10.270 (C) or (D) of this section after the Owner or Keeper receives notice of the Level 4 classification.

(B) Notwithstanding subsections (A) of this section, the Director or Hearings Officer shall have discretionary authority to refrain from classifying a dog as a Dangerous Animal, even if the dog has engaged in the behaviors specified in subsection (A) of this section, if the Director or Hearings Officer determines that the behavior was the result of the victim abusing or tormenting the dog or was directed towards a trespasser or other extenuating circumstances that establishes that the dog does not constitute an unreasonable risk to human life or property.

(C) If a dog is classified under this section as a Dangerous Animal, the Director shall have discretion to order the dog not be euthanized provided the dog is placed in a certified Dangerous Animal Facility as defined under this Chapter.

(D) The Director in making a determination under MCC 8.10.271 (C) may consider any relevant evidence that addresses one or more of the following factors:

(1) Whether the dog constitutes an unreasonable risk to human life or property if housed in a Dangerous Dog Facility; or

(2) Whether the dog has been through a certified obedience or other training program; or

(3) Whether the dog is a good candidate for obedience training based upon the testimony of a certified animal trainer or behaviorist, or

(4) The reasonable likelihood of no repeated behavior by the Animal in violation of this Chapter.

Section XXXVIII. AMENDMENT

MCC 8.10.275 is amended as follows:

Multnomah County Animal Control Code

1 (A) The Director shall have authority to determine whether any dog has engaged in the behaviors
2 specified in MCC 8.10.270 or 8.10.271. This determination may be based upon an investigation
3 that includes observation of and testimony about the dog's behavior, including the dog's
4 upbringing and the Owner's or Keeper's control of the dog, and other relevant evidence as
5 determined by the Director. These observations and testimony can be provided by Multnomah
6 County animal control officers or by other witnesses who personally observed the behavior.
7 They shall sign a written statement attesting ~~atesting~~ to the observed behavior and agree to
8 provide testimony regarding the dog's behavior if necessary.

9 (B) The Director shall have the discretion to increase or decrease a classified dog's restrictions
10 based upon relevant circumstances.

11 (C) The Director shall give the dog's Owner or Keeper written notice by certified mail or personal
12 service of the dog's specified behavior, of the dog's classification as a Potentially Dangerous
13 Dog or Dangerous Animal, of the fine imposed, and of the restrictions applicable to that dog by
14 reason of its classification. If the Owner or Keeper denies that the behavior in question
15 occurred, the Owner or Keeper may appeal the Director's decision to the Hearings Officer by
16 filing a written request for a hearing with the Director as provided under MCC 8.10.054.

17 (D) Upon receipt of notice of the dog's classification as a Level 1, 2, 3, or 4 Potentially Dangerous
18 Dog or Dangerous Animal pursuant to subsection (C) of this section, the Owner or Keeper
19 shall comply with the restrictions specified in the notice unless reversed on appeal. Failure to
20 comply with the specified restrictions shall be a violation of this chapter for which a fine can be
21 imposed. Additionally, the Director shall have authority to impound the dog pending
22 completion of all appeals.

Multnomah County Animal Control Code

(E) If the Director's decision or the Hearings Officer's decision finds that a dog has engaged in Dangerous Animal Level 5 behavior, the dog shall be impounded pending the completion of a Dangerous Animal facility application or any appeals.

[Ord. 517 3 (1986); Ord. 550 2, 3 (1987); Ord. 591 3 (1988); Ord. 732 3, 16 (1992)]

Section XXXIX. AMENDMENT

MCC 8.10.280 is amended as follows:

In addition to the other requirements of MCC chapter 8.10, the Owner or Keeper of a potentially dangerous dog shall comply with the following conditions:

(A) Dogs classified as Level 1 dogs shall be restrained in accordance with MCC 8.10.010(B) by a physical device or structure, in a manner that prevents the dog from reaching any public sidewalk, or adjoining property and must be located so as not to interfere with the public's legal access to the Owner's or Keeper's property, whenever that dog is outside the Owner's or Keeper's home and not on a leash.

(B) Dogs classified as Level 2 dogs shall be confined within a Secure Enclosure whenever the dog is not on a leash ~~or inside the home of the owner or keeper~~. The Secure Enclosure must be located so as not to interfere with the public's legal access to the Owner's or Keeper's property. In addition, the Director may require the Owner or Keeper to obtain and maintain proof of public liability insurance. In addition, the Owner or Keeper may be required to complete ~~pass~~ a responsible pet ownership program as prescribed ~~test administered~~ by the Director or a Hearings Officer.

(C) Dogs classified as Level 3 or Level 4 dogs shall be confined within a Secure Enclosure whenever the dog is not on a leash ~~or inside the home of the owner or keeper~~. The Secure Enclosure must be located so as not to interfere with the public's legal access to the Owner's or

Multnomah County Animal Control Code

Keeper's property, and the Owner or Keeper shall post warning signs, which are provided by the Director, on the property where the dog is kept, in conformance with rules to be adopted by the Director. In addition, the Director may require the Owner or Keeper to obtain and maintain proof of public liability insurance. The Owner or Keeper shall not permit the dog to be off the Owner's or Keeper's property unless the dog is muzzled and restrained by an adequate leash and under the control of a capable person. In addition, the Director may require the Owner or Keeper to satisfactorily complete a pet ownership program.

(D) Dogs classified as a Dangerous Animal Level 5 dogs as described in MCC 8.10.2710 shall be euthanized or placed in a Dangerous Animal Facility as determined by the Director or Hearings Officer. A dog classified as a Dangerous Animal shall be confined within a Secure Enclosure with a double security gate and shall meet the requirements in subsection (C) above. In addition, the Director or Hearings Officer may suspend, for a period of time specified by the Director or Hearings Officer, that dog Owner's or Keeper's right to be the Owner or Keeper of any dog in Multnomah County, including dogs currently owned by that person.

(E) All dogs classified as Dangerous Animals Level 5 ~~potentially dangerous dogs, and determined by the Director or Hearings Officer to be euthanized~~ shall be euthanized at any time not less than 20 days after the date of classification. Notification to the Director of any appeal to the Hearings Officer as provided for in MCC 8.10.054(A) or to any court of competent jurisdiction shall delay destruction of the dog until a date not less than 15 days after a final decision by the Hearings Officer or final judgment by the court.

(F) To insure correct identification, all dogs that have been classified as potentially dangerous or Dangerous Animals ~~shall~~ may be marked with a permanent identifying mark, micro-chipped.

Multnomah County Animal Control Code

1 photographed, or fitted with a special tag or collar determined ~~provided~~ by the Director at the
2 Owner's expense. The Director shall adopt rules specifying the type of required identification.

3 (G) In addition to the normal licensing fees established by MCC 8.10.220(A)(1) and (2), there shall
4 be an annual fee of \$50.00 for dogs classified at Level 1; and \$100.00 for dogs classified at
5 Level 2 and 3 and; \$150 for dogs classified at Level 4. This additional fee shall be imposed at
6 the time of classification of the potentially dangerous dog, and shall be payable within 30 days
7 of notification by the Director. Annual payment of this additional fee shall be payable within 30
8 days of notification by the Director.

9 (H) The Owner or Keeper of a Potentially Dangerous Dog or dogs classified as Dangerous Animals
10 shall not permit the warning sign to be removed from the Secure Enclosure, and shall not
11 permit the special tag or collar to be removed from the classified dog. The Owner or Keeper of
12 a Potentially Dangerous Dog or dogs classified as Dangerous Animals shall not permit the dog
13 to be moved to a new address or change owners or keepers without providing the Director with
14 ten days' prior written notification.

15 (I) Declassification of Potentially Dangerous Dogs or dogs classified as Dangerous Animals. Any
16 Owner or Keeper of a classified Potentially Dangerous Dog or a dog classified as a Dangerous
17 Animal may apply to the Director, in writing, to have the restrictions reduced or removed.

18 (1) The following conditions must be met:

19 (a) Level 1 or Level 2 dogs have been classified for one year without further incident, or
20 two years for Level 3 or Level 4 dogs, four years for dogs classified as Dangerous
21 Animals; and

22 (b) The Owner or Keeper provides the Director with written certification of satisfactory
23 completion of obedience training for the dog classified, with the Owner or Keeper; and

Multnomah County Animal Control Code

(c) There have been no violations of the specified regulations; and

(d) In addition, the Director may require the dog Owner or Keeper to provide written verification that the classified dog has been spayed or neutered.

(e) Any reclassification request submitted under this subsection must include \$40.00 review fee.

(f) Any other condition ordered by the Director or Hearings Officer at the time of classification.

(2) When the Owner or Keeper of a Potentially Dangerous Dog meets all of the conditions in this subsection, the restrictions for Level 1 and Level 2 classified dogs may be removed. Restrictions for Level 3, and Level 4 dogs, and dogs classified as Dangerous Animals may be removed, with the exception of the Secure Enclosure.

[Ord. 517 3 (1986); Ord. 591 4 (1988); Ord. 732 3, 17 (1992); Ord. 773, 3 (1993)]

Section XXXX. AMENDMENT

MCC 8.10.285 is amended as follows:

Any person who observes or has evidence of behavior as described in MCC 8.10.270 or 8.10.271 shall forthwith notify the Director.

[Ord. 517 3 (1986)]

Section XXXXI. AMENDMENT

MCC 8.10.290 is amended as follows:

(A) The Director or Hearings Officer shall have authority to determine whether any infraction of this chapter warrants other restrictions and conditions be imposed on the party in violation as provided in MCC 8.10.900(C), in addition to the civil fine.

Multnomah County Animal Control Code

1 (B) This determination may be based upon an investigation that includes observation of and testimony
2 about the circumstances and the nature of the infraction, including the animal's behavior, the Owner's
3 control of the Animal, the care and treatment of the Animal, and other relevant evidence as
4 determined by the Director. These observations and testimony can be provided by Multnomah County
5 Animal Control officers or by other witnesses who personally observed the circumstances. They shall
6 sign a written statement attesting to the observed circumstances and agree to provide testimony, if
7 necessary.

8 (C) The Director shall give the party in violation written notice by regular and certified mail or
9 personal service of the Director's decision imposing a fine and any conditions or restrictions under this
10 section and MCC 8.10.900(C). The notice shall contain a brief explanation why the additional
11 conditions and restrictions were imposed. If the party wishes to challenge the Director's decision, the
12 party may appeal, as provided under MCC 8.10.054.

13 [Ord. 732 18 (1992)]

14 Section XXXXII. AMENDMENT

15 MCC 8.10.900 is amended and added to as follows:

16 (A) Violations of the provisions of this chapter shall be classified as provided below.

17 (1) Class A infractions. Violations of the following sections or subsections shall be Class A
18 infractions:

19 (a) MCC 8.10.030;

20 (b) MCC 8.10.150;

21 (c)(b) MCC 8.10.180;

22 (d)(e) MCC 8.10.190(B)(3);

23 (e)(d) MCC 8.10.190(B)(8);

Multnomah County Animal Control Code

1 ~~(f)(e)~~ MCC 8.10.190(B)(9);

2 ~~(g)(f)~~ MCC 8.10.190(B)(10);

3 ~~(h)(g)~~ MCC 8.10.190(B)(12);

4 (i) MCC 8.10.190(B)(13);

5 (j) MCC 8.10.192;

6 ~~(k)(h)~~ MCC 8.10.200.

7 (2) Class B infractions: Violations of the following sections or subsections of this chapter shall be

8 Class B infractions:

9 (a) 8.10.045(A)(4);

10 ~~(a) 8.10.150;~~

11 (b) 8.10.155;

12 (c) 8.10.190(B)(4);

13 (d) 8.10.190(B)(5);

14 (e) 8.10.190(B)(6);

15 (f) 8.10.190(B)(7);

16 (g) 8.10.190(B)(11).

17 (3) Class C infractions. Infractions of the following sections or subsections of this chapter shall be

18 Class C infractions:

19 (a) 8.10.070;

20 (b) 8.10.170;

21 (c) 8.10.190(B)(1);

22 (d) 8.10.190(B)(2);

23 (e) 8.10.210.

Multnomah County Animal Control Code

(4) Except as provided under MCC 8.10.191 and 8.10.192, any other violation of this chapter not listed in this subsection shall be a Class A infraction.

(B) Fines:

(1) Class A infraction. A fine for Class A infraction shall be no less than \$100.00 nor more than \$500.00 for a first offense. The fine for a second Class A infraction committed within 12 months from the date that the first offense was committed shall be no less than \$200.00, nor more than \$500.00. The fine for a third Class A infraction committed within 12 months from the date that the first offense was committed, the fine shall be not less than \$500.00.

(2) Class B infraction. A fine for Class B infraction shall be no less than \$50.00 nor more than \$250.00 for a first offense. If the violator committed either a Class A or B infraction within the 12-month period immediately prior to the date of the second infraction, the fine shall be no less than \$100.00 nor more than \$250.00. If the violator has committed two or more Class A or B infractions within the 12-month period immediately prior to the date of the most recent notice of infraction for a Class B infraction, the fine shall be \$250.00.

(3) Class C infractions: A fine for a Class C infraction shall be no less than \$30.00 nor greater than \$150.00 for a first offense. If the violator has committed a Class A, B, or C infraction within the 12-month period immediately prior to the date of the second infraction, the fine shall be no less than \$50.00 nor more than \$150.00. If the violator has committed two or more Class A, B, or C infractions within the 12-month period immediately prior to the date of the most recent notice of infraction for a Class C infraction, the fine shall be \$150.00.

(C) Additional conditions and restrictions. In addition to the monetary civil penalties imposed for infractions of this chapter, and the regulations applicable under MCC 8.10.280, the Director and the

Multnomah County Animal Control Code

1 Hearings Officer shall have authority to order additional restrictions and conditions upon the party in
2 violation, including but not limited to:

3 (1) Require the Owner or Keeper and Animal ~~viola~~to satisfactorily complete an obedience
4 program approved by the Director or Hearings Officer at Owner's or Keeper's expense;

5 (2) Require the Owner or Keeper ~~viola~~to attend a responsible pet ownership program adopted
6 and/or approved by the Director or Hearings Officer, at the Owner's or Keeper's ~~viola~~tor's
7 expense;

8 (3) Require the Owner or Keeper of an Animal that unreasonable causes annoyance, as described in
9 8.10.190(B)(6), to keep the Animal inside the Owner or Keeper's residence during hours
10 specified by the Director or Hearings Officer ~~between the hours of 10:00 p.m. and 7:00 a.m.;~~

11 (4) The Director or Hearings Officer may suspend, for a period of time specified by the Director or
12 Hearings Officer, the animal Owner's or Keeper's right to own or keep any animal in
13 Multnomah County.

14 ~~(4) Any other condition(s) that would reasonably abate the infraction;~~

15 (5) Require the Owner or Keeper to have the Animal surgically sterilized within a time period
16 determined by the Director or Hearings Officer.

17 (6) Any other condition(s) that would reasonably abate the infraction;

18 (D) Late payment penalties. If a civil penalty is unpaid after 30 days, the fine then due shall be
19 increased by 25 percent of the original amount; if the civil penalty is not paid after 60 days, the fine
20 then due shall be increased by 50 percent of the original amount.

21 (E) At the discretion of the Director, any civil penalty(ies) not paid within 30 days from the date of
22 issuance of the notice of infraction may be assigned to a collections agency for collection.

Multnomah County Animal Control Code

1 ~~(F) Ten percent of the fines and penalties collected under this chapter shall be placed in a separate~~
2 ~~fund for the purpose of providing training for animal control personnel.~~

3 [Ord. 156, VIII(1) (1977); Ord. 732 19 (1992); Ord. 773, 4 (1993)]

4 Section XXXXIII. AMENDMENT

5 MCC 8.10.910 is amended as follows:

6 (A) The operation of a facility without a license for which licensing is required under MCC 8.10.100
7 to 8.10.145 shall be a Class A infraction, and, in addition, the Director or Hearings Officer may order
8 removal of the all Animals housed in the facility or allow the facility operator to find suitable homes
9 for the Animals within 30 days ~~which exceed the number allowed under this chapter and require them~~
10 ~~to be removed from the county or to be impounded subject to MCC 8.10.040(D).~~

11 (B) The operation of a facility by a person holding a facility license under MCC 8.10.100 to MCC
12 8.10.145, in violation of any provision of the license ~~this chapter~~ applicable to that license or to the
13 care of the Animals housed in the facility, shall be a Class A infraction; and in addition the Director or
14 Hearings Officer may order removal of any or all Animals from the facility for impoundment subject
15 to MCC 8.10.040(D) or allow the facility operator to find suitable homes for the animals within 30
16 days.

Multnomah County Animal Control Code

1 Approved this _____ day of _____, 1996 being the date of its _____ reading
2 before the Board of County Commissioners of Multnomah County, Oregon.

3 MULTNOMAH COUNTY, OREGON

4 (S E A L)

5 by _____

6 Beverly Stein

7 Multnomah County Chair

8 REVIEWED:

9 LAURENCE KRESSEL, COUNTY COUNSEL
10 for MULTNOMAH COUNTY, OREGON

11

12

13

By 

BUDGET MODIFICATION NO.

DLS #5

(For Clerk's Use) Meeting Date APR 4 1996

Agenda No. R-9

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

02/15/96 3/21/96

(Date)

DEPARTMENT Library

DIVISION Administration

CONTACT Jeanne Goodrich

TELEPHONE 248-5492

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Jeanne Goodrich

SUGGESTED

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

24,400
Budget Modification DLS #5 transfers \$26,254 from Library Books and Materials to Automation Services to purchase an on-line serials database to provide indexing, abstracting, and full text magazine articles.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

☐ Personnel changes are shown in detail on the attached sheet

24,400
Budget Modification DLS #5 transfers \$26,254 from Library Books and Materials, Org 8360 to Automation Services, org 8460, to purchase an on-line serials database providing indexing, abstracting, and full text magazine articles. This was budgeted in Library Books and Materials as a 'placeholder' until the cost of the database and needed equipment were known.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

NA

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
95 MAR 18 AM 11:20

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

NA

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Deborah C. Boast

4/4/96

Ginnie Cooper

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										0	0	



MEMORANDUM

DATE: January 26, 1996

TO: Board of County Commissioners

FROM: Margaret Epting, Technical & Support Services Director

SUBJECT: Budget Modification DLS 5, Transfer Funds from
Materials Budget to Capital Equipment

I. Recommendation/Action Requested:

Approve Budget Modification DLS 5.

II. Background/Analysis:

The Library budgeted for and purchased an on-line serials database to provide indexing, abstracting and full text magazine articles for over 1200 popular, health, and business magazines. These products are accessed via the Internet from a company called Information Access Company (IAC), and have substantially increased the periodicals-based information we are able to provide our users. The product has been named "Magazines Online," known affectionately as "MO."

III. Financial Impact:

The library budgeted \$148,400 in line item 6700, Books & Other Materials, to purchase the IAC product and the accompanying hardware and software needed to run the database. The full amount was budgeted there because we did not then know what the specific costs would be for the various components of the product, so we used the book budget as a "placeholder" for all costs associated with this product.

This IAC product cost \$113,000. The portion remaining from the \$148,400 budgeted (\$35,400) was used for supporting hardware and software, including \$24,400 for equipment costing more than

\$2,000 (e.g., the gateway module which interfaces with the Dynix public access information system and allows patrons to receive the IAC information on the terminals, Sequoia ports, and an Ethernet board).

Because we did not know how much to budget in capital for the equipment to run the database, the library "borrowed" \$24,400 from the Automation Services capital budget to purchase that equipment. This budget modification will essentially "pay back" Automation Services by transferring \$24,400 from org. 8360, Library Book Budget, to org. 8460, Automation Services.

IV. Legal Issues:

None.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 4-4-96

NAME

Paul Thalhoffer

ADDRESS

920 S.W. Cherry Park Rd.

STREET

Troutdale, OR 97060

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R10

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

#3

PLEASE PRINT LEGIBLY!

MEETING DATE 4/4/96

NAME

KAREN BURGER-KIMBER

ADDRESS

1675 SW CHERRY PARK ROAD
STREET

TROUTDALE, OREGON 97060
CITY **ZIP**

I WISH TO SPEAK ON AGENDA ITEM NO.

R-10

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

#4

PLEASE PRINT LEGIBLY!

MEETING DATE 4-4-96

NAME

Sgt. Pat Newton

ADDRESS

City of Troutdale PD

STREET

Troutdale OR 97060

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-10

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

BUDGET MODIFICATION NO.

MC50#10

APR 04 1996

(For Clerk's Use) Meeting Date

Agenda No.

MAR 21 1996

R-12

R-10

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Sheriff's Office

DIVISION

CONTACT Larry AabTELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

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

Budget modification requesting authorization to transfer \$67,129 from contingency to the Sheriff's budget to pay for the operation of the Gresham Temporary Hold.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

X

Personnel changes are shown in detail on the attached sheet

This modification will transfer \$67,129 from contingency to the Sheriff's general fund budget to pay for the cost of the operation of Gresham Temporary Hold for the period beginning with the start of the project (Aug. 2, 1995), through the end of the fiscal year. It will pay for actual Corrections Deputy hours, for overtime for the Transport Officers, for supplies, and for motor pool.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase service reimbursement to insurance fund \$4,472

Increase service reimbursement to fleet fund \$1,152

BOARD OF
 COUNTY COMMISSIONERS
 96 MAR 21 AM 9:00
 MULTNOMAH COUNTY
 OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Date

MCSO 10

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

		ANNUALIZED			
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
1.82	Corrections Deputy	69,300	16,867	8,730	94,897
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1.82	TOTAL CHANGE (ANNUALIZED)	69,300	16,867	8,730	94,897

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium		Explanation of Change	CURRENT FY			
			BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
				Fringe	Ins.	
Permanent	Add .78 Corrections Deputy	29,700	7,229	3,742	40,670	
Overtime	Add to pay for Deputy Transports	17,894	4,379	936	23,209	
Premium	For shift differential	1,232	301	64	1,598	
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MCSO 10

BUDGET FY: _____

Revenue
Transaction RB [] TRANSACTION DATE: ACCOUNTING PERIOD: BUDGET FY:

BUDMOD2.WK3

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. MCSO 10 2. Amount requested from General Fund Contingency: \$67,129

3. Summary of request:

Request to fund the operation of the Gresham Temporary Hold.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? no
If so, when? _____

If so, what were the circumstances of its denial? _____

5. Why was this expenditure not included in the annual budget process?

The need was not anticipated at the time.

6. What efforts have been made to identify funds from another source within the Department to cover this expenditure? Why are no other departmental sources of funds available?

Sheriff's Office funds are expected to be spent at at least 100%.

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated apyback to the contingency account.

None

8. This request is for a Quarterly _____, Emergency _____ review.

9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments you feel helpful.

x Dan Noelle
Signature of Department Head/Elected Official

3-6-94
Date

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE, Sheriff *x*

TODAY'S DATE: March 4, 1996

REQUESTED PLACEMENT DATE: March 14, 1996

RE: BUDGET MODIFICATION REQUESTING AUTHORIZATION TO TRANSFER
\$67,129 FROM CONTINGENCY TO THE SHERIFF'S BUDGET TO PAY FOR
THE OPERATION OF THE GRESHAM TEMPORARY HOLD

I. Recommendation/Action Requested:

Request approval to transfer \$67,129 from contingency to the Sheriff's budget to fund the Gresham Temporary Holding Facility.

II. Background/Analysis:

On August 1, 1995, the Sheriff's Office entered into a 90 day intergovernmental agreement with the City of Gresham to provide a temporary holding facility in the Gresham City Police Administration Building at 1333 Eastman Parkway, in Gresham, Oregon (Contract No. 800346). This agreement allows police agencies in the east county area to transfer custody of arrested persons to MCSO at the temporary hold in lieu of the police officers taking the prisoners to the Multnomah County Detention Center located in downtown Portland. Gresham agreed to supply the facility and surveillance equipment, while the Sheriff's Office agreed to provide an X-Image COJIN identification station and corrections and transport personnel during the effective hours of operation. The primary benefits to this agreement are twofold:

1. It maximizes the time an officer is on the street by providing a local holding area to transfer a prisoner rather than the more time consuming transport of the prisoner to the Detention Center.

2. It allows MCSO more flexibility in handling prisoners during peak times of booking.

Using data supplied by the Gresham Police Department, we determined that the optimal days for operating the holding facility would be Thursday through Sunday from 7:00 pm to 3:00 am. These hours provided coverage for the most arrest, booking and identification needs of Gresham Police Department, the primary user.

At the conclusion of the 90 day contract, an analysis was made of the project analyzing performance and financial criteria. A copy of that analysis is attached to this report. Although the analysis of the 90 day pilot project did not suggest a relational cost effectiveness between the Sheriff's Office and user agencies, it did show potential effectiveness in maximizing the use of police and corrections officers as their job duties were intended. Further analysis and staffing increases in Gresham suggests a greater measure of cost effectiveness can be expected.

This contingency item requests that the Board grant a contingency of \$67,129 to fund the operation of the holding facility through FY 1995-96. An add package for permanent operation of the facility has been submitted with the FY 1996-97 budget request.

III. Financial Impact:

This request would reduce the general fund contingency by \$67,129.

IV. Legal Issues:

An intergovernmental agreement is in place with the City of Gresham to provide space and surveillance cameras in the Gresham Police Administration Building.

V. Controversial Issues:

One method of funding this activity would be to request partial funding by the user agencies. We are in contact with these agencies and negotiating usage, costs, and other related needs. Talks are continuing but no substantive commitment has been made. In the meantime, costs are beyond MCSO's ability to absorb in baseline.

VI. Link to Current County Policies:

The county benchmark #76, "Government Performance" applies to the maximized use of police resources and time management shared by MCSO and the agencies involved.

The county benchmark #84, "Neighborhood Safety" applies to the goal of maximizing officer exposure to neighborhoods by reducing the amount of transport time of prisoners to jail.

VII. Citizen Participation:

The Gresham holding facility has been reviewed by the Sheriff's Advisory Committee. In addition, it has been examined by both *The Oregonian* and *The Gresham Outlook* and has been the subject of favorable news articles and editorials by both papers.

The Sheriff's Citizen Budget Advisory Committee has examined the FY 1996-97 add package request and will make their recommendation in subsequent budget hearings.

VIII. Other Government Participation:

An intergovernmental agreement is in place with the City of Gresham. In addition, Portland, Troutdale, Fairview, and the Oregon State Police are eligible to transfer custody to the temporary holding facility if their arrests were made in the east county area.

GRESHAM TEMPORARY HOLD EVALUATION REPORT
November 15, 1995

OVERVIEW OF THE PROJECT

The Gresham Temporary Hold (GTH) was implemented as a means to decrease the amount of time East County police officers were away from their patrol duties due to transporting arrestees to the downtown booking facility at the Multnomah County Detention Center (MCDC). The GTH is located in the Gresham Police Department, and is operated four days a week: Wednesday evening through Sunday morning from 1900 - 0300. During the hours of GTH operation, arresting officers transfer custody to an MCSO Corrections Deputy, who maintains custody until transport arrives to remove prisoners to MCDC.

Through an Intergovernmental Agreement contract between Gresham and Multnomah County, Gresham supplies the facility and surveillance equipment, while the Sheriff's Office provides an X-Image/COJIN identification station and corrections and transport personnel during the effective hours of operation. For this project the Sheriff's Office redeployed a Corrections Deputy and two Transport Unit deputy positions.

The IGA provides for a 90-day trial period (roughly August 1 - November 1, 1995) during which an evaluation of the operation will occur. At the end of the 90-day period a review will determine whether adjustments are to be made to the operations or other aspects of the agreement, and whether or not to continue.

PROJECT EVALUATION

Introduction and Methodology

The total evaluation of the GTH project will include not only this Planning & Research (P&R) Unit report¹, but also the operational review by Captain Jeannie King, commander of the Multnomah County Detention Center, which houses the Booking and Release function. The P&R evaluation has focussed on specific objectives, which may be found in Appendix A.

¹This report is the result of a team effort with Management & Fiscal Services Unit, which collected and analyzed the cost data.

The methodologies included interviews (a list of interviewees is located in Appendix B), examination of log entry and count sheet data, and analysis of associated costs. During final interviews with the police agency representatives from Gresham and Troutdale the representatives, in turn, interviewed patrol sergeants and officers within their agency.

Results

What has been the usage of the GTH? - Table 1 shows the number of arrestees held at the GTH over the course of the 13 weeks by day of the week. The average number weekly is 13 (mean of 13.5). Friday is the busiest day, with Thursday and Saturday about equal.

There has been some discussion about changing the operational days to Thursday through Sunday. Captain King has researched the difference in East County bookings on Sundays and Wednesdays and determined that the numbers would not be dramatically different if that change were made.

Interviews with each City's police department has revealed that all anticipated greater numbers of arrestees to be booked at the GTH. Captain Johnson of Gresham Police noted that the initial estimates were based on anecdotal evidence and informally maintained statistics.

Table 2 shows the numbers and proportions of arrestees from each user agency. Gresham has provided 77% of the arrestees, or 135 of the 176 total. During the trial period the Sheriff's Office brought in 19 arrestees (11%) and Troutdale 10 (6%); Fairview accounted for 4 (2.3%). Since the facility was expanded on October 4th to include East Precinct arrestees, east of 122nd, only two have been booked there. Oregon State Police (OSP) and the Regional Organized Crime Network (ROCN) also booked two arrestees each.

The low usage by PPB officers may be due to several factors. However, the procedure for felony arrests, which require investigative followup, is to take the arrestees to Central Precinct for interview by detectives; therefore, it is more convenient to book at MCDC. Lt. Mike Sherman of East Precinct also noted that the bulk of East Precinct arrests are west of 122nd Ave.

What changes in procedures have been made? A few changes from the initial procedures have been made.

- The GTH Deputy contacts Transport Deputies directly, rather than go through the Intake Sergeant. All parties agreed that this was more efficient.

- The GTH Deputy handles the arrestee's property and receipts it, rather than the arresting officer sealing and receipting it. The GTH deputy felt that this meant handling the property only once, since the Sheriff's Office, which is responsible, has to check and receipt the property anyway.
- A procedure stating that "no weapons shall be allowed within GTH" has been modified to "no firearms" are allowed. This change was necessitated since there was no storage for such weapons as capsicum (CS) spray and PR-24 baton.
- Early in the trial period the Transport Deputies were called to perform transports for warrants being held in nearby counties. Since those transports jeopardized the Transport Deputies' availability at the end of the GTH shift, such transports were stopped.

Are all other procedures followed?

Interviews with the GTH Deputy, the Corrections Health Night Nurse and the Intake Sergeant confirmed that other paperwork, including the faxed health screening form, the count sheets and activity logs were all maintained as required by procedures. The GTH Deputy routinely takes a Polaroid photo of the arrestee and attaches it to the custody report. Further, no interviewee reported any other problems or failure to observe procedures.

There has been no difficulty with the Sheriff's Office holding prisoners more than four hours or exceeding four arrestees. The GTH deputy alerts Transport whenever any arrestees are booked; this allows them to schedule the pickup.

Does the GTH create any problems or difficulties for County staff or functions?

The Corrections Health Manager and the Night Nurse both indicated that there were so few arrestees involved, that there was virtually no impact on their function. The Night Nurse confirmed that they received the medical forms, but that if there were any obvious medical problems, the arrestee was transported to MCDC or the hospital and not held at GTH. The Night Nurse noted that her only concern was the potential for a "drugged out" arrestee to not let the GTH Deputy know about their condition. She felt that such a situation could lead to their not receiving medical attention in a timely fashion.

The Intake Sergeant stated that, far from creating problems, the GTH provided intake with known numbers and a "scheduled" arrival. Since the GTH arrestees have received initial screening, they can be processed more expeditiously.

Sgt. Gatzke also noted that the additional Transport Unit deputies on E-shift was a benefit to the entire system. This was confirmed by Sgt. Dusevoir and Transport Deputy Wilson. The Transport Deputies are able to perform inter-facility transports (including releases), hospital and specialty runs that would otherwise fall to the Transfer Deputies at MCDC.

By procedure the MCDC sergeant is the designated supervisor of the GTH deputy. However, the A-shift patrol sergeant has been assigned to conduct at least one on-site visit per shift. The patrol sergeant felt that, since frequent site visits and generally availability were not possible, another mechanism might be more effective. In addition, both he and the GTH Deputy commented that the lone Corrections Deputy was often bored.

What are the benefits to the police agencies?

The primary goal of the GTH was to "increase the effectiveness of police officers in East Multnomah County" by "decreasing the time currently expended transporting and booking arrestees into MCDC." From the point of view of the cities of Gresham, Troutdale and Fairview, this goal is being accomplished. The table on the following page shows the amount of time and estimated cost efficiencies for each of the three cities and Multnomah County. The average cost of a police officer for Troutdale and Fairview was not available; estimates for those agencies are based on the \$23.00 salary plus fringe costs projected by Gresham PD; an average MCSO Deputy costs \$30.22 per hour.

The agency representatives were not as interested in cost savings as they were that the officers were able to spend more time in their own jurisdiction. Captain Johnson, Gresham Police, added that he felt this was an officer safety issue, since it effectively created higher staffing and greater backup.

In addition to these benefits, two Gresham sergeants mentioned the advantage of being able to perform identification checks using the X-Image system. Another commented on the help provided by Corrections Deputies with information on booking procedures and bookable charges and acting as liaison with MCDC intake staff.

Agency	Min. Saved per Booking	# of Bookings	Hrs. of Patrol Time Saved	Mileage Savings @20 mi. avg. rd-trip (\$.20)	Salary Savings	3-mo Period Cost Savings
Gresham	70 ²	135	157.5	\$540	\$3,623	\$4,163
Troutdale	95	10	15.8	\$40	\$364	\$404
Fairview	70	4	4.7	\$16	\$107	\$123
MCSO	45	19	<u>14.3</u>	<u>\$76</u>	<u>\$431</u>	<u>\$507</u>
TOTAL SAVINGS (CITIES/CTY)			192.3	\$672	\$4,525	\$5,197

Are there any problems or needed changes seen by the agencies?

None of the jurisdictions noted any problems. Two of the Gresham sergeants desired greater availability: "more days and longer hours" and "more business if [GTH] was open until 0330" (after the bars close). Captain King has also been considering the possibility of shifting the hours for these reasons.

The MCSO patrol sergeant suggested that a 7-day, 24-hour facility would be of value-possibly locating the East County intake at MCIJ. He felt the advantages would include using regular posts to perform the sporadic booking function, while saving police officers travel time around the clock. Although there would be a longer travel time for East County agencies, the tradeoff would be constant access and greater use by PPB's East Precinct.

²Patrol sergeants estimated 15-20 minutes to use GTH, so a conservative savings of 70 minutes (from 90 minutes to MCDCC) is used here. Based on August BOEC transport and completion times, Gresham's Police Analyst reported an average savings of 55 minutes.

Summary and Conclusions

The East County police agencies of Gresham, Troutdale and Fairview are very pleased with the Gresham Temporary Hold. Although only two sergeants directly mentioned that longer hours and more days would be desirable, it is clear that the agencies feel "the more the better." However, it is also clear that expenditures for the facility exceed the actual cost efficiencies to the participating agencies by more than three to one. Therefore, the decision whether to continue operation of the GTH will be made on issues of public good. If the GTH function continues, the data in this report suggest that MCSO:

- Explore the possibility of operating the GTH from 2000 - 0400.

It is not likely to substantially increase costs to move the operational hours to, for example, 2000 - 0400. However, one caveat is that prisoners brought in near 0400 may have a negative impact on the "count."

- Retain the present days of operation.

There was no request by any agency representative to change the days to include Sunday.

- Explore means of "spreading the costs" of the GTH facility operation.

It does not seem likely that the other agencies will be receptive to a fee or other direct expenditure. Therefore, MCSO will need to seek efficiencies and enhanced effectiveness within the program:

Although it would be reasonable to review their activities, it appears the Transport Deputies are being used effectively, relieving Transfer Deputies of some duties.

If an X-Image printer were available, the use of the X-Image suspect identification capability may be increased (such usage could be tracked with some effort).

The GTH Deputy may be assigned other tasks to perform between bookings and prisoner checks.

Another strategy may be to begin planning for a "program" of off-site booking and/or pickup of prisoners from the police agencies, using the GTH as an experience base.

- Weigh the benefits of the Gresham Temporary Hold against the costs, within the overall context of public safety in Mid and East Multnomah County.

It is obvious from this report that there may be some subtle benefits that are not easily "costed." There are also great needs in both police enforcement and corrections from which this project pulls resources. The determination to continue the Gresham Temporary Hold will rely on the placement of these benefits and costs within the priorities of the agencies and jurisdictions involved.

Table 1 - Gresham Temporary Hold Evaluation
Arrestees by Day of the Week

Week of:	Wed.	Thurs.	Fri.	Sat.	Total
8/2-8/5	2	2	3	3	10
8/9-8/12	1	3	6	2	12
8/16-8/19	0	3	9	5	17
8/23-8/26	4	4	3	6	17
8/30-9/2	1	6	3	3	13
9/6-9/9	3	5	3	5	16
9/13-9/16	2	4	4	3	13
9/20-9/23	7	2	7	3	19
9/27-9/30	1	4	3	1	9
10/4-10/7	4	1	3	5	13
10/11-10/14	5	4	3	1	13
10/18-10/21	3	2	2	3	10
10/25-10/28	2	2	5	5	14
Total:	35	42	54	45	176
Percent	19.9%	23.9%	30.7%	25.6%	
Average:	2.7	3.2	4.2	3.5	13.5

Table 2 - Gresham Temporary Hold Evaluation
Bookings by Arresting Agencies

Week of:	GPD	MCSO	TPD	FPD	OSP	PPB	ROCN	Total
8/2-8/5	10							10
8/9-8/12	10			1	1			12
8/16-8/19	14	1	2					17
8/23-8/26	15	1	1					17
8/30-9/2	10	1	1		1			13
9/6-9/9	12	2					2	16
9/13-9/16	9	2	1	1				13
9/20-9/23	19							19
9/27-9/30	7	2						9
10/4-10/7	6	5	1		1			13
10/11-10/14	8	1	2			2		13
10/18-10/21	6	3	1					10
10/25-10/28	9	1	1	2	1			14
Total:	135	19	10	4	4	2	2	176
Percent:	76.7%	10.8%	5.7%	2.3%	2.3%	1.1%	1.1%	
Average:	10.4	1.9	1.1	1.3	1.0	2.0	2.0	13.5

Table 3 - Gresham Temporary Hold Evaluation
Number of Transports Per Day

Week of:	Wed.	Thurs.	Fri.	Sat.	Total
8/2-8/5	2	2	2	2	8
8/9-8/12	1	1	3	1	6
8/16-8/19	0	2	3	2	7
8/23-8/26	2	3	3	2	10
8/30-9/2	1	3	3	1	8
9/6-9/9	2	2	2	3	9
9/13-9/16	1	2	2	2	7
9/20-9/23	3	1	3	3	10
9/27-9/30	1	3	2	1	7
10/4-10/7	3	1	3	3	10
10/11-10/14	3	2	2	1	8
10/18-10/21	2	2	2	2	8
10/25-10/28	2	2	4	2	10
Total:	23	26	34	25	108
Percent:	21.3%	24.1%	31.5%	23.1%	
Average:	1.8	2.0	2.6	1.9	8.3

APPENDIX A

Objectives of the Gresham Temporary Hold

The overall purpose of the GTH is: "To increase the effectiveness of police officers in East Multnomah County. This shall be accomplished by decreasing the time currently expended transporting and booking arrestees into MCDC."¹

Objectives to achieve the stated goals include:

- The GTH facility will hold inmates in a safe and humane manner while awaiting transport to the Multnomah County Detention Center.
 - No firearms shall be allowed within GTH.
 - Denials of admission are the sole authority of the assigned Deputy, in accordance with the procedures and their professional judgment.
 - A medical screening form will be completed and faxed to MCDC Medical prior to acceptance of the prisoner.
 - Police officers will complete a Property Receipt and seal all arrestee's personal belongings in a plastic bag.
 - Police officers will search the prisoner before transferring custody to the Corrections Deputy.
 - The GTH Corrections Deputy will take a Polaroid picture of each arrestee and staple the photo to the custody report prior to transfer to MCDC.
 - The GTH Deputy shall coordinate transports from GTH to MCDC.
 - Site visits will be performed by the MCSO Patrol Sergeant once per shift.
 - Arrestees shall not be held longer than four hours in the GTH facility.
 - No more than four prisoners will be held at any time.

¹Multnomah County Detention Center Special Order 95-16: Gresham Holding Facility

- The GTH facility will accomplish this goal in a cost-effective manner; that is, it will not cost the taxpayers more to run the GTH facility than is saved in police officer time and effort.

- The operation and activities of the MCSO Enforcement and/or Corrections Deputies will not be degraded by operation of the GTH.
- Police agencies will determine the average amount of time spent in transporting arrestees to MCDC reception.
- Police agencies will determine the average amount of time spent in transporting and transferring arrestees to the GTH facility.
- MCSO will determine costs of staffing the GTH facility and transport function, as well as an estimate of the cost of vehicles and other expenditures not involved in the usual booking of prisoners.
- The GTH Deputy shall maintain both a GTH count sheet and an activity log, in addition to all other provisions of record keeping to comply with Facilities Division requirements.

Appendix B

Interviewees and Data Resources

Night Shift Nurse Judy Armstrong, Multnomah County Corrections Health
Chief Mark Berrest, Troutdale Police Dep't
Health Administrator Gayle Burrows, Multnomah County Detention Center
Sgt. Jim Dusevoir, Multnomah County Sheriff's Office, Transport Unit
Sgt. Bill Gatzke, Multnomah County Sheriff's Office, E-Shift Intake
Sr. Fiscal Specialist Laura Harryman, Multnomah County Sheriff's Office,
Management & Fiscal Services Unit
Corrections Deputy Jason Hubert, Multnomah County Sheriff's Office, GTH Intake
Chief Gil Jackson, Fairview Police Dep't
Captain Jerry Johnson, Operations Commander, Gresham Police Dep't
Captain Jeannie King, Commander, Multnomah County Detention Center
Sgt. Pat Newton, Troutdale Police Dep't
Director Connie Ryba, Gresham Police Dep't, Administrative Services
Sgt. Lane Sawyer, Multnomah County Sheriff's Office, A-Shift Patrol
Lt. Mike Sherman, Portland Police Bureau, East Precinct
Police Analyst Bob Stevens, Gresham Police Dep't
Deputy James Wilson, Multnomah County Sheriff's Office, Transport Unit

Other Data Sources

LGFS reports tracking project charges

GTH Activity Log

GTH Booking and Transport Count Sheet

Costs of Gresham Temporary Holding Facility			Appendix C							
8/2/95 through 10/28/95										
									2 hours of	
Name	Date	Hours	Comments	Base	Premium	Fringe	Insurance	Sub Total	Transport*	Total
HUBERT JASON R	8/2	8.25	Trainee	137.69	4.13	34.48	21.99	198.30		198.30
MARTIN BRIC H	8/2	8.25	+ 5% TP	168.31	8.42	43.07	17.82	237.61	120.88	358.49
GUINAN BRETT T	8/3	8.25	Trainee	137.69	4.13	34.56	19.73	196.11		196.11
MARTIN BRIC H	8/3	8.25	+ 5% TP	168.31	8.42	43.07	17.82	237.61	120.88	358.49
LUNDQUIST MATTHEW	8/4	8.25	Trainee	137.69	4.13	34.57	14.25	190.64		190.64
MARTIN BRIC H	8/4	8.25	+ 5% TP	168.31	8.42	43.07	17.82	237.61	120.88	358.49
HUBERT JASON R	8/5	8.25	Trainee	137.69	4.13	34.48	21.99	198.30		198.30
MARTIN BRIC H	8/5	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	8/9	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	8/10	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	8/11	8.25	+ 5% TP	168.31	8.42	43.07	17.82	237.61	120.88	358.49
LUNDQUIST MATTHEW	8/11	8.25	Trainee	137.69	4.13	34.57	14.25	190.64		190.64
MARTIN BRIC H	8/12	8.25	+ 5% TP	168.31	8.42	43.07	17.82	237.61	120.88	358.49
GUINAN BRETT T	8/12	8.25	Trainee	137.69	4.13	34.56	19.73	196.11		196.11
MARTIN BRIC H	8/16	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	8/17	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	8/18	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	8/19	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	8/23	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	8/24	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	8/25	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	8/26	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	8/30	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	8/31	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	9/1	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	9/2	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	9/6	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	9/7	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	9/8	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	9/9	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	9/13	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	9/14	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	9/15	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	9/16	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	9/20	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	9/21	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	9/22	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	9/23	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	9/27	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	9/28	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	9/29	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
MARTIN BRIC H	9/30	8.25		160.30	8.02	41.02	16.97	226.30	120.88	347.18
HUBERT JASON R	10/4	8.25		137.69	4.13	34.48	21.99	198.30	120.88	319.18
HUBERT JASON R	10/5	8.25		137.69	4.13	34.48	21.99	198.30	120.88	319.18
HUBERT JASON R	10/6	8.25		137.69	4.13	34.48	21.99	198.30	120.88	319.18
HUBERT JASON R	10/7	8.25		137.69	4.13	34.48	21.99	198.30	120.88	319.18
HUBERT JASON R	10/11	8.25		137.69	4.13	34.48	21.99	198.30	120.88	319.18
HUBERT JASON R	10/12	8.25		137.69	4.13	34.48	21.99	198.30	120.88	319.18
HUBERT JASON R	10/13	8.25		137.69	4.13	34.48	21.99	198.30	120.88	319.18
HUBERT JASON R	10/14	8.25		137.69	4.13	34.48	21.99	198.30	120.88	319.18
HUBERT JASON R	10/18	8.25		137.69	4.13	34.48	21.99	198.30	120.88	319.18
HUBERT JASON R	10/19	8.25		137.69	4.13	34.48	21.99	198.30	120.88	319.18
HUBERT JASON R	10/20	8.25		137.69	4.13	34.48	21.99	198.30	120.88	319.18
HUBERT JASON R	10/21	8.25		137.69	4.13	34.48	21.99	198.30	120.88	319.18
HUBERT JASON R	10/25	8.25		137.69	4.13	34.48	21.99	198.30	120.88	319.18
HUBERT JASON R	10/26	8.25		137.69	4.13	34.48	21.99	198.30	120.88	319.18
HUBERT JASON R	10/27	8.25		137.69	4.13	34.48	21.99	198.30	120.88	319.18
HUBERT JASON R	10/28	8.25		137.69	4.13	34.48	21.99	198.30	120.88	319.18
				8,840.05	381.47	2,245.69	1,079.00	12,546.21	6,285.76	18,831.97
				Transport Costs - \$.20 per mile x 15 miles x 2 round trips per night						624.00
									Grand Total	19,455.97
* 2 deputies at the average deputy rate.										

* 2 deputies at the average deputy rate.



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET & QUALITY
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE 503/248-3883

TO: Board of County Commissioners

FROM: Barry Crook, Office of Budget and Quality *bc*

DATE: March 26, 1996

SUBJECT: Budget Modification Requesting Authorization to Transfer \$67,127 from Contingencies to the Sheriff's Budget to offset the cost of the Gresham Temporary Hold Facility

BOARD OF
COUNTY
COMMISSIONERS
MAR 26 PM 12:45
MULTNOMAH COUNTY
OREGON

In August 1995, the MCSO entered into a 90 day intergovernmental agreement with the City of Gresham to provide a temporary hold facility in the Gresham City Police Administration Building. Gresham agreed to supply the facility and surveillance equipment, while the Sheriff's Office provides an X-Image identification station and corrections and transport personnel during the hours of operation. No other agency contributes revenue to offset the costs of this operation.

An evaluation was conducted for the period of August 1, 1995-November 1, 1995. The following figures highlight the results:

The average number of weekly arrestees held at GTH is 13. Gresham provided 77% of the arrestees or 135 of the 176 total. MCSO brought in 19 arrestees (11%), Troutdale 10 (6%), Fairview accounted for 4 (2.3%), and the Oregon State Police and ROCN 2 (1.1%).

It is clear that facility expenditures exceed the actual cost efficiencies to the participating agencies by more than three to one. Therefore, the determination whether to continue operation of the GTH is a policy decision rather than an issue of cost effectiveness and efficiency.

Agency	Min. saved per Booking	No. of Bookings	Hrs. of Patrol Time Saved	Mileage Savings @ 20 mi. avg. rd- trip (\$0.20)	Salary Savings	3-mo. Period cost Savings	11-mo. Projected Cost Savings
Gresham	70	135	157.5	\$540	\$3,623	\$4,163	\$15,264
Troutdale	95	10	15.8	\$40	\$364	\$404	\$1,481
Fairview	70	4	4.7	\$16	\$107	\$123	\$451
MCSO	45	19	14.3	\$76	\$431	\$507	\$1,859
Total Savings				\$672	\$4,525	\$5,197	\$19,056

March 26, 1996

The MCSO has been exploring means of spreading the costs of the GTH to participating agencies, but it does not seem likely that the other agencies will be receptive to a fee or other direct expenditure to offset the benefits their agency receives.

If the Board chooses to approve this request, the Budget Office would recommend that a clear signal be sent to the participating agencies that the program would continue next fiscal year only if all participating agencies provide funding commensurate with the benefit received and the cost of providing the service. If agreements cannot be reached, the determination to continue the GTH will be based on the placement of these benefits and costs within the priorities of the MCSO and Multnomah County. As the economic costs exceed the economic benefits, from the Budget Office perspective, further funding of the GTH should not be considered without the fiscal participation from those agencies that use the facility.

Contingency Reserve Status

After Board actions through your March 21st meeting, you have available in the Contingency Reserve \$1,152,084. On the agenda for March 28th, in addition to this item, is a request for \$157,796 for start-up costs associated with the Children's Capitation Project in the Department of Community and Family Services. Assuming you pass that item, you will have \$994,288 remaining in Contingency Reserve.

Departments have provided the Budget Office with a list of Contingency requests totaling \$1,285,518. Not yet on this list is another potential request from the Sheriff's Office for an amount as yet undetermined. Should you appropriate the \$67,129 being requested in this budget modification, the remaining Contingency Reserve would be \$927,159. Therefore, pending departmental requests would exceed available funds by \$137,257, plus the as yet undetermined amount to be requested by the Sheriff's Office. The Board does have as an option the ability to prepare a Supplemental Budget that would appropriate from General Fund balance additional Contingency funds.

CITY OF GRESHAM

1333 N.W. Eastman Parkway
Gresham, Oregon 97030-3813
503/ 669-2584
Fax: 503/ 665-7692

FAX TRANSMISSION COVER SHEET

Date: March 27, 1996

To: Multnomah County Commissioners -
Beverly Stein, Chair 248-3093
Dan Saltzman, District 1 248-5440
Gary Hansen, District 3 248-5440
Tanya Collier, District 3 248-5262
Sharron Kelley, District 4 248-5262

Fax: Various

Re: East County Booking Facility

Sender: Gussie McRobert, Mayor

YOU SHOULD RECEIVE two PAGE(S), INCLUDING THIS COVER SHEET.
If you do not receive all the pages, please call Molly Cafferty at 503/ 618-2584.

The attached letter is for your consideration during your budget meetings.

GM:mc

BOARD OF
COUNTY COMMISSIONERS
96 MAR 27 PM 5:11
MULTNOMAH COUNTY
OREGON

CITY OF GRESHAM
OFFICE OF THE MAYOR & CITY COUNCIL

Gussie McRobert, Mayor

Debra Noah, Council President

Jack Gallagher, Councilor, Position 1
Royal Harshman, Councilor, Position 3
Robert Moore, Councilor, Position 5

Claudette LaVert, Councilor, Position 2
Debra Noah, Councilor, Position 4
David Eichner, Councilor, Position 6

March 22, 1996

The Honorable Beverly Stein, Chair
Multnomah County Commissioners
1120 S.W. Fifth, Room 1515
Portland, OR 97204

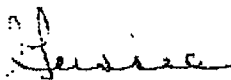
Dear Commissioner Stein: 

With budget preparation a driving force in our lives right now, I would like to take a moment to speak in favor of continuing the East County Booking Facility, currently being operated jointly by the Sheriff's Department and the Gresham Police Department.

For a variety of reasons, this project got off to a seemingly slow start, but as we move into the busy summer season, usage will be increasing. Because this facility is available, all of the citizens of East County have benefited from the fact that there are more officers on the streets.

On behalf of all the citizens in the East County area, I urge you to continue funding for this most worthwhile project.

Yours truly,



Gussie McRobert
Mayor

GM:AK/mc

601226-1v

MEETING DATE: APR 4 1996
AGENDA #: R-11
ESTIMATED START TIME: 1130

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PCRB EXEMPTION REQUEST FOR INVERNESS JAIL CM/GC

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: April 4, 1996

AMOUNT OF TIME NEEDED: 30 Minutes

DEPARTMENT: DES DIVISION: FM

CONTACT: Bob Nilsen/Franca Hathaway TELEPHONE #: X3322/X5111
BLDG/ROOM #: 421

PERSON(S) MAKING PRESENTATION: Bob Nilsen

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUGGESTED AGENDA TITLE:

REQUEST FOR EXEMPTION TO USE THE CONSTRUCTION MANAGER/GENERAL
CONTRACTOR PROCESS FOR THE INVERNESS JAIL COMPLEX EXPANSION
CONSTRUCTION AND REMODELING PROJECT

3/21/96 NOTICE OF HEARING & APPLICATION TO PERC LIST, DAVE BOYER,
FRANCA HATHAWAY & BOB NILSEN SIGNATURES REQUIRED: Nilsen

4/5/96 NOTICE OF APPROVAL & ORDER TO PERC LIST, DAVE BOYER, FRANCA
ELECTED OFFICIAL: HATHAWAY & BOB NILSEN

(OR)

DEPARTMENT MANAGER: Dave Boyer

MULTNOMAH COUNTY
OREGON

96 MAR 26 AM 10:17

BOARD OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Franna Hathaway, Purchasing Manager

TODAY'S DATE: March 22, 1996

REQUESTED PLACEMENT DATE: April 4, 1996

RE: Request for Exemption from the formal competitive bid process to purchase Construction Manager/General Contractor services for the Inverness Jail Complex expansion construction and remodeling project.

I. Recommendation/Action Requested:

The Department of Environmental Services, Facilities Management Division has requested an exemption from the formal competitive bid process to purchase Construction Manager/General Contractor (CM/GC) services for the Inverness Jail Complex expansion construction and remodeling project. They will acquire these services through the Request for Proposal (RFP) process.

II. Background/Analysis:

On February 22, 1996 the State Legislature approved \$31,775,000.00 towards the construction of 330 new jail detention beds with related infrastructure at Multnomah County's existing Inverness Jail Complex. In May 1996 Multnomah County will ask voters to approve \$11,500,000.00 in General Obligation Bonds to construct 150 new jail detention beds with related infrastructure at this same location. Because of existing site size limitations, new construction and remodeling will be accomplished in several complex phases. Normal day to day jail operations will be taking place in and around this phased construction. Safety and security of the public, jail staff and inmates will be of critical importance during this construction. The length of construction time is critical in this project because part of SB1145 dictates that Multnomah County will be holding inmates (starting in January 1998) that would historically have been sent to the State for incarceration.

III. Financial Impact:

The use of the CM/GC process will result in substantial cost savings to the County. In order to occupy the first phase, fast track phased construction must be employed. The CM/GC process provides the best means of managing fast track construction with a guaranteed completion date and guaranteed maximum prices for the construction. If the conventional design-bid-build process is used it will result in a period of 4 months when inmates could not be housed which would require additional general conditions costs of \$100,000.00.

IV. Legal Issues:

Oregon Revised Statutes (ORS), allow for the use of the CM/GC contracting process authorized by the local contract review board (ORS279.015) in cases where it will not diminish competition or promote favoritism and will provide for cost savings.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

Current County policy requires formal competitive bidding for public works contracts exceeding \$25,000. Although this project falls into this category, State statutes and PCRBRules division 10.086 allow for exemption to use the RFP process to hire a CM/GC as an alternative selection process.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

MEMORANDUM

To: Franna Hathaway

From: Bob Nilsen *BN.*

File. Lem E. Nicholas

Date: March 11, 1996

Re: RECOMMENDATION TO USE A CONSTRUCTION MANAGER/
GENERAL CONTRACTOR (CM/GC) FOR THE INVERNESS JAIL
COMPLEX EXPANSION CONSTRUCTION AND REMODELING
PROJECT.

BACKGROUND

On November 22, 1996 Multnomah County submitted to the State of Oregon its Application for SB1145 Construction Funds and a related Public Safety Strategy. On February 2, 1996 the State Legislature approved \$31,775,000.00 towards the construction of 330 new jail detention beds with related infrastructure at Multnomah County's existing Inverness Jail Complex. In May 1996 Multnomah County will ask voters to approve \$11,500,000.00 in General Obligation Bonds to construct 150 new jail detention beds with related infrastructure at Multnomah County's existing Inverness Jail Complex. After Multnomah County Board of Commissioner approval, Architects began a formal design process in February 1996 in order to fast track construction of the Jail Expansion with 450 new detention beds with related infrastructure. The construction project based on Sheriff Office requirements, involves building 300 new dormitory Jail beds and 150 segregation Jail beds with related new infrastructure and the remodeling of existing infrastructure. Because of existing site size limitations, new construction and remodeling will be accomplished in several complex phases. Normal day to day jail operations will be taking place in and around this phased construction. Safety and security of the public, jail staff and inmates will be of critical importance during this construction. The length of construction time is critical in this project because part of SB1145 dictates that Multnomah County will be holding inmates (starting in January 1998) that would historically have been sent to the State for incarceration.

RECEIVED
PURCHASING SECTION

96 MAR 15 AM 11:02

MULTNOMAH COUNTY

FINDINGS

Due to site limitations, time constraints, complexity of construction, safety and security issues, it is recommended that we contract with a single general contractor for the project under what is known as a Construction Manager/General Contractor (CM/GC) format.

Oregon Revised Statutes (ORS), which addresses issues related to not diminishing competition, favoritism and cost savings, have allowed the State of Oregon to use the CM/GC contracting format on several projects. ORS 279.015(2) permits local contract review boards to, "where appropriate, direct the use of alternate contracting and purchasing practices that take into account market realities and modern or innovative contracting and purchasing methods, which are also consistent with the public policy of encouraging competition."

1. Project Description. To Comply with a State mandated construction time frame, Multnomah County will be expanding and remodeling the existing Inverness Jail Complex. The Value of the total project is approximately \$43 million. In order to maintain continuous operation of the entire existing facility, and due to site limitations, the new construction, and remodeling must occur in approximately three major phases. The first phase involves construction of new dormitories and segregation cells, a new power plant and a new kitchen.

The additional two construction phases will involve a parking structure and major remodeling of existing infrastructure spaces. Of prime concern during the entire process will be the safety and security of the inmates, visitors, the public and staff. As a result, security planning and coordination needs to be integrally linked with the construction phasing. The entire project is scheduled for completion in the spring of 1998.

2. The use of the CM/GC process will result in substantial cost savings to the County. In order to occupy the first phase, fast track phased construction must be employed. The CM/GC process provides the best means of managing fast track construction with a guaranteed completion date and guaranteed maximum prices for the construction. The alternative of using conventional design-bid-build for the Substantial completion of the first phase must be achieved by November 1, 1997 in order to facilitate the efficient and safe transition of inmates into the new portions of the facility. This construction completion date can be achieved with the CM/GC process. Conventional design-bid-build will result in these new dormitories and segregation cells being occupied in the spring of 1998. Assuming an occupancy of spring 1998, conventional design-bid-build will result in a period of 4 months when inmates could not be housed.

Finishing the project would project out 4 months past this date with an additional general conditions cost of \$100,000.00

3. The proposed project is technically complex, resulting in higher risk to the County. The CM/GC process reduces that risk.

a. Reduced Risk: A multitude of construction market factors make it difficult to estimate the cost of a project. In this case, the project involves three or more major constructions steps with related logistical work. Without the participation of the general contractor as in the case of the price-based method, the difficulty of estimating costs would increase. This is due to two factors. First, it is virtually impossible to survey every intricacy of an existing structure that needs to be phased into three major construction steps required to expand and remodel this facility. Second, it is difficult to communicate complex sequencing, phasing, staging problems, and security issue details in the construction bid documents. The Construction bid documents are the primary means of communicating the project design to potential bidders under the price-based method. All of these variables contribute to increasing the risk of not completing the project on time and within budget. The CM/GC participation in the design process significantly reduces these risks.

b. GMP Establishes a Maximum Price Early: The CM/GC should obtain a complete understanding of the County's needs, the architect's design intent, the peculiarities of the existing building site and the scope of the project by participating in the design development phase. With the benefit of this knowledge, the CM/GC will be able to guarantee a maximum price the County will pay to construct a building to that design.

Conversely, under the price-based method, bids are developed without the benefit of bidders participating in the design. At the close of the bid, let alone at the end of the design phase, there is no assurance that any of the bids will be within the project budget.

c. Using the CM/GC method in this instance will assign a single source of responsibility and accountability for safety and security issues.

1) Security perimeters, to safely protect inmates, staff the general public, the immediate neighborhood and visitors to the Inverness Jail Complex, must be maintained at all times. It will also be the responsibility of the construction team to minimize the exposure of inmates to opportunistic situations and configurations during general construction and in regard to required infrastructure construction.

2) During the two year course of this construction project, inmates will be held in both existing and new detention areas. Temporary physical connections and related infrastructure will have to allow inmates and staff access for activities related to intake, release, medical, education, recreation, visitation, court appearances, counseling, etc.

3) It is anticipated that security reviews and related meetings will be made at least weekly and as often as required during certain key staging, moving and switch-over periods.

4) It would be more difficult and offer more exposure to the County if a series of general contractors were involved. Quick single source response and responsibility are essential to this project.

CONCLUSIONS

Because of site limitations, time constraints, the complexity and scale of construction, the phasing of construction and, safety and security issues, there are a number of reasons to use the CM/GC contracting process.

The CM/GC general contractor would be selected throughout the County's RFP process to encourage competitiveness and fairness.

Competition will not be impaired in that 90% of this project, through sub-contractors, would be competitively bid.

Based on this project's background, the findings of fact, and conclusions we request an exemption so that Facilities and Property Management can purchase, construction manager/general contractor, (CM/GC) services for the Inverness jail Complex Expansion Construction and Remodeling Project.



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS		
BEVERLY STEIN •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on Thursday, April 4, 1996, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of Exempting from the Competitive Bid Process for Contracting with a Construction Manager/General Contractor (CM/GC) for the Inverness Jail Complex Expansion Construction and Remodeling Project.

A copy of the application is attached.

For additional information, please contact Franna Hathaway, Multnomah County Purchasing Section, 248-5111.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD

Deborah L. Bogstad

Office of the Board Clerk

enclosure

cc:

Dave Boyer

Franna Hathaway

Bob Nilsen

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of Exempting from the competitive)
bid process for contracting with a Construction)
Manager/General Contractor (CM/GC) for the) A P P L I C A T I O N
Inverness Jail Complex Expansion Construction)
and Remodeling Project)

This application to the Public Contract Review Board (PCRB) on behalf of a request from the Department of Environmental Services, Facilities Management Division, in accordance with the PCRB Administrative Rules 10.086 and 10.140, adopted under the provisions of ORS 279.015 (2) and (4), for an order exempting a contract for a CM/GC for the Inverness Jail Complex Expansion Construction and Remodeling Project from competitive bidding.

A Request for Proposal (RFP) process shall be used to select the CM/GC for this project. The entire project is estimated to cost about \$43,275,000.00. The CM/GC contract will guarantee a maximum price with a full performance/payment bond for the work. A majority of the work will be performed by subcontractors selected through the competitive bid process.

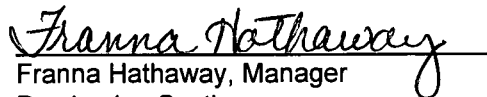
While precise cost savings cannot be estimated now, it is predicted that the use of a CM/GC for this project will result in substantial cost savings through the use of value engineering and allowing for occupancy an estimated four (4) months sooner that would be possible with the conventional design-bid-build process.

This exemption request is due to the following: Because of existing site size limitations, new construction and remodeling must be accomplished in several complex phases; Normal day to day jail operations will be taking place in and around this phased construction; Safety and security of the public, jail staff and inmates will be of critical importance during this construction; The length of time is critical in the project because SB1145 dictates that Multnomah County will be holding inmates starting in January 1998 that would historically have been sent to the State.

The CM/GC will be selected through an RFP process which will allow for competition and will not promote favoritism. The CM/GC will competitively bid approximately 90% of this project.

The Purchasing Section recommends approval of the exemption from competitive bidding to be replaced by the competitive RFP process for contracting for CM/GC services for the Inverness Jail Complex expansion construction and remodeling project.

Dated this 22nd day of March, 1996


Franna Hathaway, Manager
Purchasing Section

Attachments



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS

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CLERK'S OFFICE •	248-3277	248-5222

NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Thursday, April 4, 1996, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, and approved Order 96-61 in the Matter of Exempting from the Competitive Bid Process for Contracting with a Construction Manager/General Contractor (CM/GC) for the Inverness Jail Complex Expansion Construction and Remodeling Project.

A copy of the Order is attached.

**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD**

*Deborah L. Bogstad
Office of the Board Clerk*

enclosure

*cc: Franna Hathaway
Dave Boyer
Bob Nilsen*

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of Exempting from the)
competitive bid process for contracting)
with a Construction Manager/General) **O R D E R**
Contractor (CM/GC) for the Inverness) 96-61
Jail Complex Expansion Construction)
and Remodeling Project)

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to review, pursuant to AR 10.086 and AR 10.140, a request for exemption from the competitive bid process for contracting with a CM/GC for the Inverness Jail Complex Expansion Construction and Remodeling Project.

It appearing to the Board that the recommendation for exemption, as it appears in the order, is based upon the fact that the complex nature of the construction and remodeling project at the Inverness Jail Complex can best be accomplished by the use of the request for proposal process in place of the competitive bid process to contract for a CM/GC, based on memorandum from Bob Nilsen, March 11, 1996 and the staff report of Franna Hathaway, March 22, 1996.

It appearing to the Board that the exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules AR 10.086, 10.140, 20.060 and 30.010; therefore,

IT IS ORDERED that the contracting for a CM/GC for the Inverness Jail Complex Expansion Construction and Remodeling Project be exempted from the requirement of public bidding.

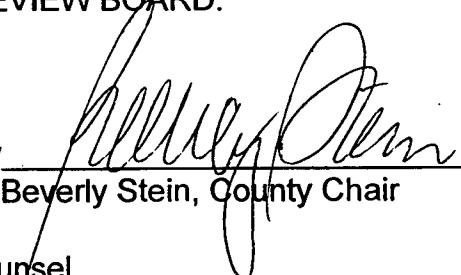
Dated the 4th day of April, 1996

REVIEWED:



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT
REVIEW BOARD:

By


Beverly Stein, County Chair

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By


Assistant County Counsel
John Thomas



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

MEMORANDUM

To: Franna Hathaway

From: Bob Nilsen *BN.*

Full. Larry E. Nicholas

Date: March 11, 1996

Re: RECOMMENDATION TO USE A CONSTRUCTION MANAGER/
GENERAL CONTRACTOR (CM/GC) FOR THE INVERNESS JAIL
COMPLEX EXPANSION CONSTRUCTION AND REMODELING
PROJECT.

BACKGROUND

On November 22, 1996 Multnomah County submitted to the State of Oregon its Application for SB1145 Construction Funds and a related Public Safety Strategy. On February 2, 1996 the State Legislature approved \$31,775,000.00 towards the construction of 330 new jail detention beds with related infrastructure at Multnomah County's existing Inverness Jail Complex. In May 1996 Multnomah County will ask voters to approve \$11,500,000.00 in General Obligation Bonds to construct 150 new jail detention beds with related infrastructure at Multnomah County's existing Inverness Jail Complex. After Multnomah County Board of Commissioner approval, Architects began a formal design process in February 1996 in order to fast track construction of the Jail Expansion with 450 new detention beds with related infrastructure. The construction project based on Sheriff Office requirements, involves building 300 new dormitory Jail beds and 150 segregation Jail beds with related new infrastructure and the remodeling of existing infrastructure. Because of existing site size limitations, new construction and remodeling will be accomplished in several complex phases. Normal day to day jail operations will be taking place in and around this phased construction. Safety and security of the public, jail staff and inmates will be of critical importance during this construction. The length of construction time is critical in this project because part of SB1145 dictates that Multnomah County will be holding inmates (starting in January 1998) that would historically have been sent to the State for incarceration.

FINDINGS

Due to site limitations, time constraints, complexity of construction, safety and security issues, it is recommended that we contract with a single general contractor for the project under what is known as a Construction Manager/General Contractor (CM/GC) format.

Oregon Revised Statutes (ORS), which addresses issues related to not diminishing competition, favoritism and cost savings, have allowed the State of Oregon to use the CM/GC contracting format on several projects. ORS 279.015(2) permits local contract review boards to, "where appropriate, direct the use of alternate contracting and purchasing practices that take into account market realities and modern or innovative contracting and purchasing methods, which are also consistent with the public policy of encouraging competition."

1. Project Description. To Comply with a State mandated construction time frame, Multnomah County will be expanding and remodeling the existing Inverness Jail Complex. The Value of the total project is approximately \$43 million. In order to maintain continuous operation of the entire existing facility, and due to site limitations, the new construction, and remodeling must occur in approximately three major phases. The first phase involves construction of new dormitories and segregation cells, a new power plant and a new kitchen.

The additional two construction phases will involve a parking structure and major remodeling of existing infrastructure spaces. Of prime concern during the entire process will be the safety and security of the inmates, visitors, the public and staff. As a result, security planning and coordination needs to be integrally linked with the construction phasing. The entire project is scheduled for completion in the spring of 1998.

2. The use of the CM/GC process will result in substantial cost savings to the County. In order to occupy the first phase, fast track phased construction must be employed. The CM/GC process provides the best means of managing fast track construction with a guaranteed completion date and guaranteed maximum prices for the construction. The alternative of using conventional design-bid-build for the Substantial completion of the first phase must be achieved by November 1, 1997 in order to facilitate the efficient and safe transition of inmates into the new portions of the facility. This construction completion date can be achieved with the CM/GC process. Conventional design-bid-build will result in these new dormitories and segregation cells being occupied in the spring of 1998. Assuming an occupancy of spring 1998, conventional design-bid-build will result in a period of 4 months when inmates could not be housed.

Finishing the project would project out 4 months past this date with an additional general conditions cost of \$100,000.00

3. The proposed project is technically complex, resulting in higher risk to the County. The CM/GC process reduces that risk.

a. Reduced Risk: A multitude of construction market factors make it difficult to estimate the cost of a project. In this case, the project involves three or more major constructions steps with related logistical work. Without the participation of the general contractor as in the case of the price-based method, the difficulty of estimating costs would increase. This is due to two factors. First, it is virtually impossible to survey every intricacy of an existing structure that needs to be phased into three major construction steps required to expand and remodel this facility. Second, it is difficult to communicate complex sequencing, phasing, staging problems, and security issue details in the construction bid documents. The Construction bid documents are the primary means of communicating the project design to potential bidders under the price-based method. All of these variables contribute to increasing the risk of not completing the project on time and within budget. The CM/GC participation in the design process significantly reduces these risks.

b. GMP Establishes a Maximum Price Early: The CM/GC should obtain a complete understanding of the County's needs, the architect's design intent, the peculiarities of the existing building site and the scope of the project by participating in the design development phase. With the benefit of this knowledge, the CM/GC will be able to guarantee a maximum price the County will pay to construct a building to that design.

Conversely, under the price-based method, bids are developed without the benefit of bidders participating in the design. At the close of the bid, let alone at the end of the design phase, there is no assurance that any of the bids will be within the project budget.

c. Using the CM/GC method in this instance will assign a single source of responsibility and accountability for safety and security issues.

1) Security perimeters, to safely protect inmates, staff the general public, the immediate neighborhood and visitors to the Inverness Jail Complex, must be maintained at all times. It will also be the responsibility of the construction team to minimize the exposure of inmates to opportunistic situations and configurations during general construction and in regard to required infrastructure construction.

2) During the two year course of this construction project, inmates will be held in both existing and new detention areas. Temporary physical connections and related infrastructure will have to allow inmates and staff access for activities related to intake, release, medical, education, recreation, visitation, court appearances, counseling, etc.

3) It is anticipated that security reviews and related meetings will be made at least weekly and as often as required during certain key staging, moving and switch-over periods.

4) It would be more difficult and offer more exposure to the County if a series of general contractors were involved. Quick single source response and responsibility are essential to this project.

CONCLUSIONS

Because of site limitations, time constraints, the complexity and scale of construction, the phasing of construction and, safety and security issues, there are a number of reasons to use the CM/GC contracting process.


The CM/GC general contractor would be selected throughout the County's RFP process to encourage competitiveness and fairness.

Competition will not be impaired in that 90% of this project, through sub contractors, would be competitively bid.

Based on this project's background, the findings of fact, and conclusions we request an exemption so that Facilities and Property Management can purchase, construction manager/general contractor, (CM/GC) services for the Inverness jail Complex Expansion Construction and Remodeling Project.

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Franna Hathaway, Purchasing Manager

TODAY'S DATE: March 22, 1996

REQUESTED PLACEMENT DATE: April 4, 1996

RE: Request for Exemption from the formal competitive bid process to purchase Construction Manager/General Contractor services for the Inverness Jail Complex expansion construction and remodeling project.

I. Recommendation/Action Requested:

The Department of Environmental Services, Facilities Management Division has requested an exemption from the formal competitive bid process to purchase Construction Manager/General Contractor (CM/GC) services for the Inverness Jail Complex expansion construction and remodeling project. They will acquire these services through the Request for Proposal (RFP) process.

II. Background/Analysis:

On February 22, 1996 the State Legislature approved \$31,775,000.00 towards the construction of 330 new jail detention beds with related infrastructure at Multnomah County's existing Inverness Jail Complex. In May 1996 Multnomah County will ask voters to approve \$11,500,000.00 in General Obligation Bonds to construct 150 new jail detention beds with related infrastructure at this same location. Because of existing site size limitations, new construction and remodeling will be accomplished in several complex phases. Normal day to day jail operations will be taking place in and around this phased construction. Safety and security of the public, jail staff and inmates will be of critical importance during this construction. The length of construction time is critical in this project because part of SB1145 dictates that Multnomah County will be holding inmates (starting in January 1998) that would historically have been sent to the State for incarceration.

III. Financial Impact:

The use of the CM/GC process will result in substantial cost savings to the County. In order to occupy the first phase, fast track phased construction must be employed. The CM/GC process provides the best means of managing fast track construction with a guaranteed completion date and guaranteed maximum prices for the construction. If the conventional design-bid-build process is used it will result in a period of 4 months when inmates could not be housed which would require additional general conditions costs of \$100,000.00.

IV. Legal Issues:

Oregon Revised Statutes (ORS), allow for the use of the CM/GC contracting process authorized by the local contract review board (ORS279.015) in cases where it will not diminish competition or promote favoritism and will provide for cost savings.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

Current County policy requires formal competitive bidding for public works contracts exceeding \$25,000. Although this project falls into this category, State statutes and PCRB Rules division 10.086 allow for exemption to use the RFP process to hire a CM/GC as an alternative selection process.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A