

ANNOTATED MINUTES

Thursday, May 18, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:30 a.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen, Tanya Collier and Dan Saltzman present.

CONSENT CALENDAR

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

NON-DEPARTMENTAL

C-1 In the Matter of the Appointment of Duncan Wyse to the
MULTNOMAH COMMISSION ON CHILDREN AND FAMILIES

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-2 FINAL ORDER CU 2-95/HV 2-95 in the Matter of the Review of the
Hearings Officer Decision Which Denied a Proposed Single Family
Dwelling in the Commercial Forest Use Zoning District

ORDER 95-104.

C-3 ORDER in the Matter of the Execution of Deed D951192 Upon
Complete Performance of a Contract to Melvin L. Cary

ORDER 95-105.

C-4 ORDER in the Matter of the Execution of Deed D951193 for
Repurchase of Tax Acquired Property to Former Owner Marilyn K.
Yarnell

ORDER 95-106.

- C-5 ORDER in the Matter of the Execution of Deed D951195 for Repurchase of Tax Acquired Property to Former Owners Eldredge T. Warner and Ronald R. Warner

ORDER 95-107.

REGULAR AGENDA

PUBLIC COMMENT

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

RICHARD KOENIG COMMENTED IN OPPOSITION TO FAMILY COURT SERVICES.

NON-DEPARTMENTAL

- R-2 RESOLUTION in the Matter of Extending the Removal from the Real Estate Market of Parcels "A" and "C" of the Edgefield Farm Property

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. TERRY COOK, DON LLOYD, SUE O'HALLORAN AND RICHARD ROSS EXPLANATION AND COMMENTS IN SUPPORT. COMMISSIONER COLLIER AMENDMENTS UNANIMOUSLY APPROVED. RESOLUTION 95-108 UNANIMOUSLY APPROVED, AS AMENDED.

- R-3 First Reading and Possible Adoption of an ORDINANCE Approving the Transfer of Cable Franchise from Paragon Cable to Time Warner, Inc., and Declaring an Emergency

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF FIRST READING AND ADOPTION. MT. HOOD CABLE REGULATORY COMMISSION EXPLANATION. KEVIN KIDD TESTIMONY IN

***SUPPORT. ORDINANCE 817 UNANIMOUSLY
APPROVED.***

- R-4 RESOLUTION in the Matter of Placing a Moratorium on Adding Additional Funds/Federations to the Multnomah County Combined Charitable Giving Campaign Effective Until Ordinance 718 is Amended

***COMMISSIONER HANSEN MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL
OF R-4. EXPLANATION. AMENDMENT
UNANIMOUSLY APPROVED. RESOLUTION 95-109
IN THE MATTER OF PLACING A MORATORIUM
ON ADDING ADDITIONAL FUNDS/FEDERATIONS
TO THE MULTNOMAH COUNTY COMBINED
CHARITABLE GIVING CAMPAIGN EFFECTIVE
FOR ONE YEAR UNANIMOUSLY APPROVED, AS
AMENDED.***

- R-5 RESOLUTION in the Matter of the Construction of Additional Beds at the Multnomah County Juvenile Justice Complex

***AT THE REQUEST OF COMMISSIONER
SALTZMAN AND UPON MOTION OF
COMMISSIONER HANSEN, SECONDED BY
COMMISSIONER SALTZMAN, R-5 UNANIMOUSLY
POSTPONED INDEFINITELY.***

MANAGEMENT SUPPORT SERVICES

- R-6 RESOLUTION in the Matter of Declaring Official Intent to Reimburse Expenditures for the Construction of Additional Beds at the Multnomah County Juvenile Justice Complex

***COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL
OF R-6 EXPLANATION. RESOLUTION 95-110
UNANIMOUSLY APPROVED.***

AGING SERVICES DIVISION

- R-7 Ratification of Intergovernmental Agreement Contract 104545 Between Multnomah County and the City of Portland, Providing City Code Hearings Officer Services for Appeals or Grievances from Owners, Operators, or Other Involved Persons of Adult Care Homes Pursuant to Chapter 8.90 of the Multnomah County Code Pertaining to Regulations and Procedures of Adult Care Homes

***COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL
OF R-7. EXPLANATION. AGREEMENT
UNANIMOUSLY APPROVED.***

DEPARTMENT OF HEALTH

- R-8 Ratification of Intergovernmental Agreement Contract 202065 Between Multnomah County and Oregon Health Sciences University, Providing Case Management Services for Persons Living with HIV/AIDS, Using Ryan White CARE Act Grant Funds, for the Period May 1, 1995 through February 26, 1996

***COMMISSIONER KELLEY MOVED AND
COMMISSIONER HANSEN SECONDED,
APPROVAL OF R-8. EXPLANATION. AGREEMENT
UNANIMOUSLY APPROVED.***

- R-9 Request for Approval of a Notice of Intent to Apply for a National Association of County and City Health Officials Grant to Support the Design and Testing of an Integrated, Comprehensive Public/Private Health Information System Project

***COMMISSIONER KELLEY MOVED AND
COMMISSIONER HANSEN SECONDED,
APPROVAL OF R-9. EXPLANATION. NOTICE OF
INTENT UNANIMOUSLY APPROVED.***

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-10 ORDER in the Matter of Conveying Deeds and Easements for Certain Real Properties Owned by Multnomah County to the Public for Road Purposes, and the Establishment of NE 242nd Connector, County Road No. 5007 and NE 238th Connector, County Road No. 5008

**COMMISSIONER COLLIER MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL
OF R-10 EXPLANATION. ORDER 95-111
UNANIMOUSLY APPROVED.**

- R-11 ORDER in the Matter of the Grant of a Right-of-Way and Easement on County Land at the County Farm Property in the NW 1/4, Sections 26 and 35, T1N, R3E, WM, Multnomah County, Oregon

**COMMISSIONER COLLIER MOVED AND
COMMISSIONER HANSEN SECONDED,
APPROVAL OF R-11. EXPLANATION. ORDER 95-
112 UNANIMOUSLY APPROVED.**

PUBLIC CONTRACT REVIEW BOARD

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

- R-12 ORDER in the Matter of a Temporary Exemption to Contract with Mighty Clean and Oregon Pacific Corp to Provide Custodial Services for Various County Facilities

**COMMISSIONER COLLIER MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL
OF R-12. EXPLANATION. ORDER 95-113
UNANIMOUSLY APPROVED.**

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

The regular meeting was adjourned at a.m. and the briefing convened.

Thursday, May 18, 1995
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFING

- B-1 Exempt Employee Labor Market Briefing and Request for Policy Direction Regarding Labor Market Survey Parameters and Labor

Market Position for the Multnomah County Exempt Compensation Plan. Presented by Curtis Smith.

PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

B-2 Briefing on the Conversion of the Jail Warehouse Located at the Inverness Jail to Facilitate Housing Inmates Temporarily. Presented by Sheriff John Bunnell.

PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

There being no further business, the meeting was adjourned at

Thursday, May 18, 1995 - 1:30 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BUDGET SESSION

Chair Beverly Stein convened the meeting at 9:30 a.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen, Tanya Collier and Dan Saltzman present.

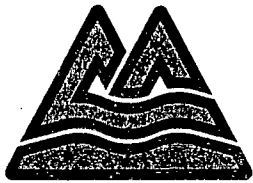
WS-1 Department of Community Corrections Budget Overview, Highlights and Action Plans. DCC Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1995-96 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers.

PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

There being no further business, the meeting was adjourned.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

CARRIE

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

MAY 15, 1995 - MAY 19, 1995

Thursday, May 18, 1995 - 9:30 AM - Regular Meeting Page 2

Thursday, May 18, 1995 - Board Briefing Page 4
(IMMEDIATELY FOLLOWING REGULAR MEETING)

Thursday, May 18, 1995 - 1:30 PM - Budget Session Page 4

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.**

Thursday, May 18, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- App*
- C-1 In the Matter of the Appointment of Duncan Wyse to the MULTNOMAH COMMISSION ON CHILDREN AND FAMILIES

DEPARTMENT OF ENVIRONMENTAL SERVICES

- App*
- C-2 FINAL ORDER CU 2-95/HV 2-95 in the Matter of the Review of the Hearings Officer Decision Which Denied a Proposed Single Family Dwelling in the Commercial Forest Use Zoning District 95-104
- C-3 ORDER in the Matter of the Execution of Deed D951192 Upon Complete Performance of a Contract to Melvin L. Cary 95-105
- C-4 ORDER in the Matter of the Execution of Deed D951193 for Repurchase of Tax Acquired Property to Former Owner Marilyn K. Yarnell 95-106
- C-5 ORDER in the Matter of the Execution of Deed D951195 for Repurchase of Tax Acquired Property to Former Owners Eldredge T. Warner and Ronald R. Warner 95-107

REGULAR AGENDA

PUBLIC COMMENT

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

NON-DEPARTMENTAL

- Amend*
- * R-2 RESOLUTION in the Matter of Extending the Removal from the Real Estate Market of Parcels "A" and "C" of the Edgefield Farm Property 95-108
- App as Amended*
- R-3 First Reading and Possible Adoption of an ORDINANCE Approving the Transfer of Cable Franchise from Paragon Cable to Time Warner, Inc., and Declaring an Emergency 817
- App*
- R-4 RESOLUTION in the Matter of Placing a Moratorium on Adding Additional Funds/Federations to the Multnomah County Combined Charitable Giving Campaign Effective Until Ordinance 718 is Amended 95-109
- App* *Amended*

Motion to Dismiss
Indy
APP
R-5

APP RESOLUTION in the Matter of the Construction of Additional Beds at the Multnomah County Juvenile Justice Complex

MANAGEMENT SUPPORT SERVICES

APP R-6 RESOLUTION in the Matter of Declaring Official Intent to Reimburse Expenditures for the Construction of Additional Beds at the Multnomah County Juvenile Justice Complex

95-110

AGING SERVICES DIVISION

APP R-7 Ratification of Intergovernmental Agreement Contract 104545 Between Multnomah County and the City of Portland, Providing City Code Hearings Officer Services for Appeals or Grievances from Owners, Operators, or Other Involved Persons of Adult Care Homes Pursuant to Chapter 8.90 of the Multnomah County Code Pertaining to Regulations and Procedures of Adult Care Homes

DEPARTMENT OF HEALTH

APP R-8 Ratification of Intergovernmental Agreement Contract 202065 Between Multnomah County and Oregon Health Sciences University, Providing Case Management Services for Persons Living with HIV/AIDS, Using Ryan White CARE Act Grant Funds, for the Period May 1, 1995 through February 26, 1996

APP R-9 Request for Approval of a Notice of Intent to Apply for a National Association of County and City Health Officials Grant to Support the Design and Testing of an Integrated, Comprehensive Public/Private Health Information System Project

DEPARTMENT OF ENVIRONMENTAL SERVICES

APP R-10 ORDER in the Matter of Conveying Deeds and Easements for Certain Real Properties Owned by Multnomah County to the Public for Road Purposes, and the Establishment of N.E. 242nd Connector, County Road No. 5007 and N.E. 238th Connector, County Road No. 5008

95-111

APP R-11 ORDER in the Matter of the Grant of a Right-of-Way and Easement on County Land at the County Farm Property in the NW 1/4, Sections 26 and 35, T1N, R3E, WM, Multnomah County, Oregon

95-112

PUBLIC CONTRACT REVIEW BOARD

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

R-12 ORDER in the Matter of a Temporary Exemption to Contract with Mighty

Ado

Clean and Oregon Pacific Corp to Provide Custodial Services for
Various County Facilities 95-113

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

Thursday, May 18, 1995

(IMMEDIATELY FOLLOWING REGULAR MEETING)

Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

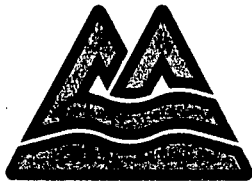
BOARD BRIEFING

- B-1 Exempt Employee Labor Market Briefing and Request for Policy Direction
Regarding Labor Market Survey Parameters and Labor Market Position for the
Multnomah County Exempt Compensation Plan. Presented by Curtis Smith.
30 MINUTES REQUESTED.

Thursday, May 18, 1995 - 1:30 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BUDGET SESSION

- WS-1 Department of Community Corrections Budget Overview, Highlights and
Action Plans. DCC Citizen Budget Advisory Committee Presentation.
Opportunity for Public Testimony on the Proposed 1995-96 Multnomah County
Budget. Issues and Opportunities. Board Questions and Answers. 2.5
HOURS REQUESTED.



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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SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

SUPPLEMENTAL AGENDA

Thursday, May 18, 1995

(IMMEDIATELY FOLLOWING REGULAR MEETING)

*Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BOARD BRIEFING

*B-2 Briefing on the Conversion of the Jail Warehouse Located at the Inverness Jail
to Facilitate Housing Inmates Temporarily. Presented by Sheriff John Bunnell.*



DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

M E M O R A N D U M

TO: Clerk of the Board
Board of County Commissioners

FROM: Andrea Jilovec, Commissioner Saltzman's Office

RE: Absence from BCC Regular Meeting and Budget Work Sessions

DATE: May 3, 1995

Commissioner Saltzman plans to attend the Regular Board of County Commissioners' meeting on May 18, 1995, but will have to leave the meeting at 11:00 a.m. He will not attend the BCC Budget Work Session at 1:30 p.m. on Thursday, May 18.. He will also be absent from the BCC Budget Work Session on Friday morning, May 19.

DRS:amj

BOARD OF
COUNTY COMMISSIONERS
1995 MAY - 4 AM 8:37
MULTNOMAH COUNTY
OREGON

BOARD OF
COUNTY COMMISSIONERS
1995 MAY - 4 AM 8:48
MULTNOMAH COUNTY
OREGON

Meeting Date: MAY 18 1995

Agenda No.: C-1

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to Citizen Advisory Boards & Commissions

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: Thursday May 18, 1995
Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental_ DIVISION: Chair's Office

CONTACT: Delma Farrell TELEPHONE: X-3953
BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Appointment of Duncan Wyse to the Multnomah Commission on Children & Families for a four year term ending May 31, 1999.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
1995 MAY - 9 PM 12:27
MULTNOMAH COUNTY
OREGON

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.

forms\apf.doc

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

MAY 08 1995

BEVERLY C. JEN

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.

Commission on Children & Families

B. Name: DUNCAN WYSE

Address: 5340 SW MENEFEE DR.

City/State/Zip: PORTLAND OR 97201

Home Phone: 298-1742

C. Current Employer: OREGON BUSINESS COUNCIL

Address: 100 S.W. 4th Ave Suite 1608

City/State/Zip: PORTLAND OR 97204-1090

Work Phone/Extension: 220-0691

Occupation: President

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 7 Date 11 Year 53

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

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

1984-1995

Oregon Progress Board Executive Director

June 1, 1995

Oregon Business Council, President

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 that I can think of.

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

Mayor Vera Katz, City of Portland, 823-4120

Barbara Roberts, Director State and Local Executives Program, (617) 496-1165
Harvard University JFK School, Cambridge MA 02138

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: D. Stein

Date: 3 May 1995

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: MAY 18 1995

Agenda No: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Final Order CU 2-95 / HV 2-95

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: May 18, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: DES

DIVISION: Planning

CONTACT: Sarah Ewing

TELEPHONE: 248-3043
BLDG /ROOM: 412/109

PERSON(S) MAKING PRESENTATION: Gary Clifford

ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

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

Final Order in the matter of CU 2-95 / HV 2-95. The Board adopts by reference the Conditions of Approval, Findings of Fact and Conclusion of the March 3, 1995 Hearing Officer Decision except as pertains to the requirement for the applicant to demonstrate compliance with the "lot of record dwelling" or "large tract dwelling" provisions in ORS 215.705 and OAR 660-06-027.

SIGNATURES REQUIRED:

Elected Official: _____

OR

Department Manager: [Signature]

[Signature]

Order 95-104 sent to Sarah Ewing on 5-22-95.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAY 10 PM 1:45

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Review of the)
Hearings Officer Decision which)
denied a proposed single family)
dwelling in the CFU zoning district)

FINAL ORDER
CU 2-95 / HV 2-95

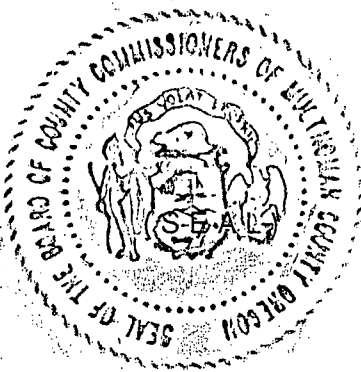
ORDER 95-104

This matter came before the Board of County Commissioners (Board) for a review hearing on April 25, 1995. The hearing was conducted De Novo and after considering the Hearings Officer's reasons for denial of the application, and evidence and arguments presented by the appellant's representatives, the Board, in a 4-1 vote, determined to reverse the Hearings Officer decision and approve CU 2-95 / HV 2-95.

The Board adopts by reference the Conditions of Approval, Findings of Fact and Conclusions of the March 3, 1995 Hearings Officer Decision except as pertains to the requirement for the applicant to demonstrate compliance with the "lot of record dwelling" or "large tract dwelling" provisions in ORS 215.705 and OAR 660-06-027. The document titled "Board of Commissioner's Decision" has incorporated those amendments to the Findings of Fact and Conclusions and is adopted.

Based on the foregoing, the Hearings Officer's decision is hereby reversed and the application is approved.

Dated this 18th day of May, 1995.



By

Beverly Stein
Multnomah County Chair

REVIEWED:

JOHN DUBAY, CHIEF ASSISTANT COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By

John L. DuBay



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
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TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

BOARD OF COMMISSIONER'S DECISION

This Decision amends the Hearings Officer Decision of March 3, 1995
and consists of Conditions, Findings of Fact, and Conclusions .

CU 2-95; HV 2-95 #47 Conditional Use Request

Applicant requests conditional use approval of a single-family dwelling not related to forest management and variances to the side yard setback requirements on a 16.43-acre lot of record in the CFU zoning district.

Location:	16200 NW McNamee Road
Legal:	Tax Lot '30', Sec. 19, T. 2 N., R. 1 W., WM.
Site Size:	16.43 Acres
Applicant:	George Steve Butler 7222 SE 29th Avenue Portland, OR 97202
Property Owner:	Same
Comprehensive Plan:	Commercial Forest
Zoning:	CFU (Commercial Forest Use)

BCC Decision Amending Hearings Officer Decision of 3/3/95
April 25, 1995

CU 2-95; HV 2-95 #47
Page 1

Zoning Map
 Case #: CU 2-95; HV 2-95
 Location: 16200 NW McNamee Road
 Scale: 1 inch to 300 feet (approx)
 Shading indicates subject property
 SZM #47; Sec. 19, T. 2 N., R. 1 W.

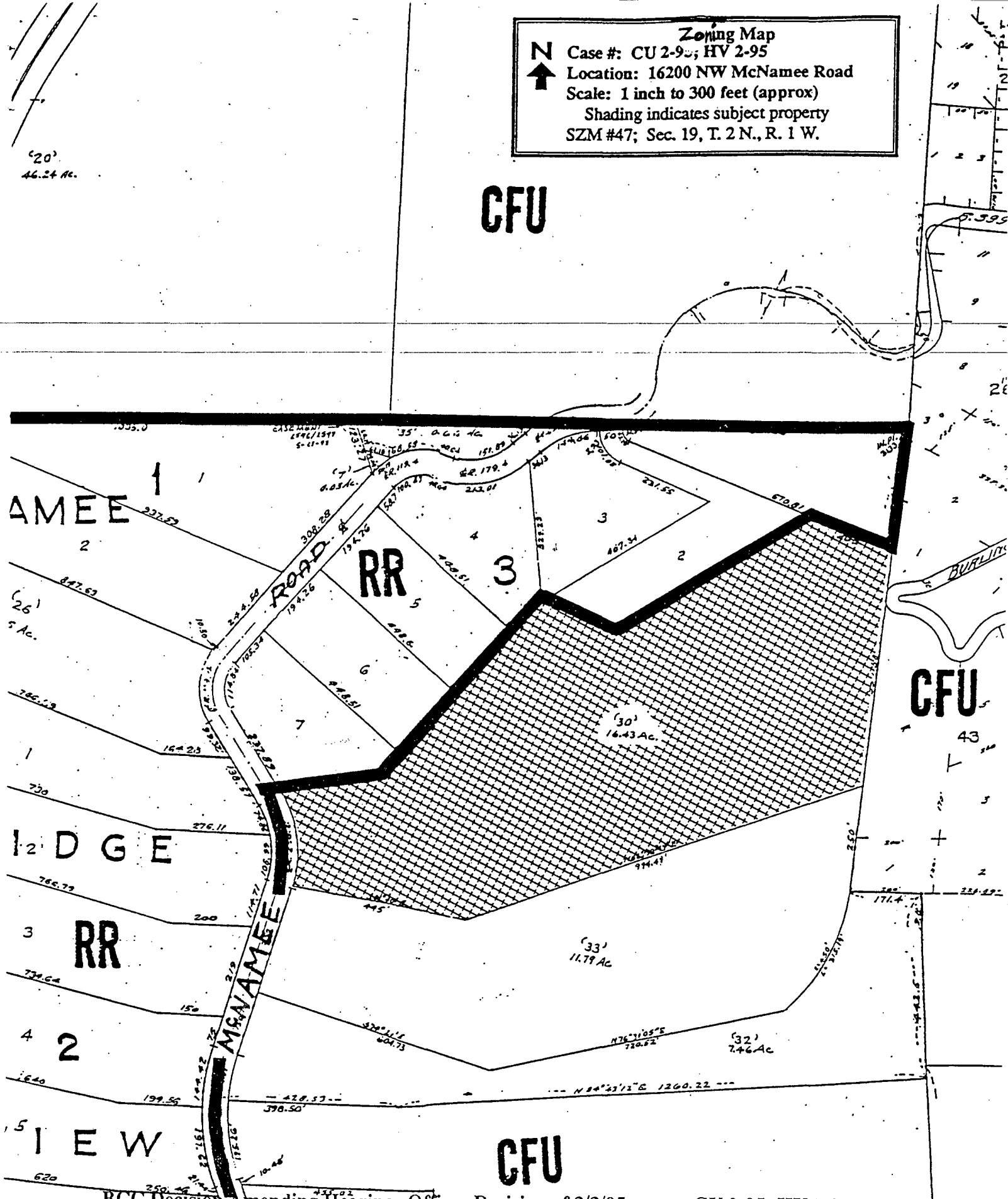
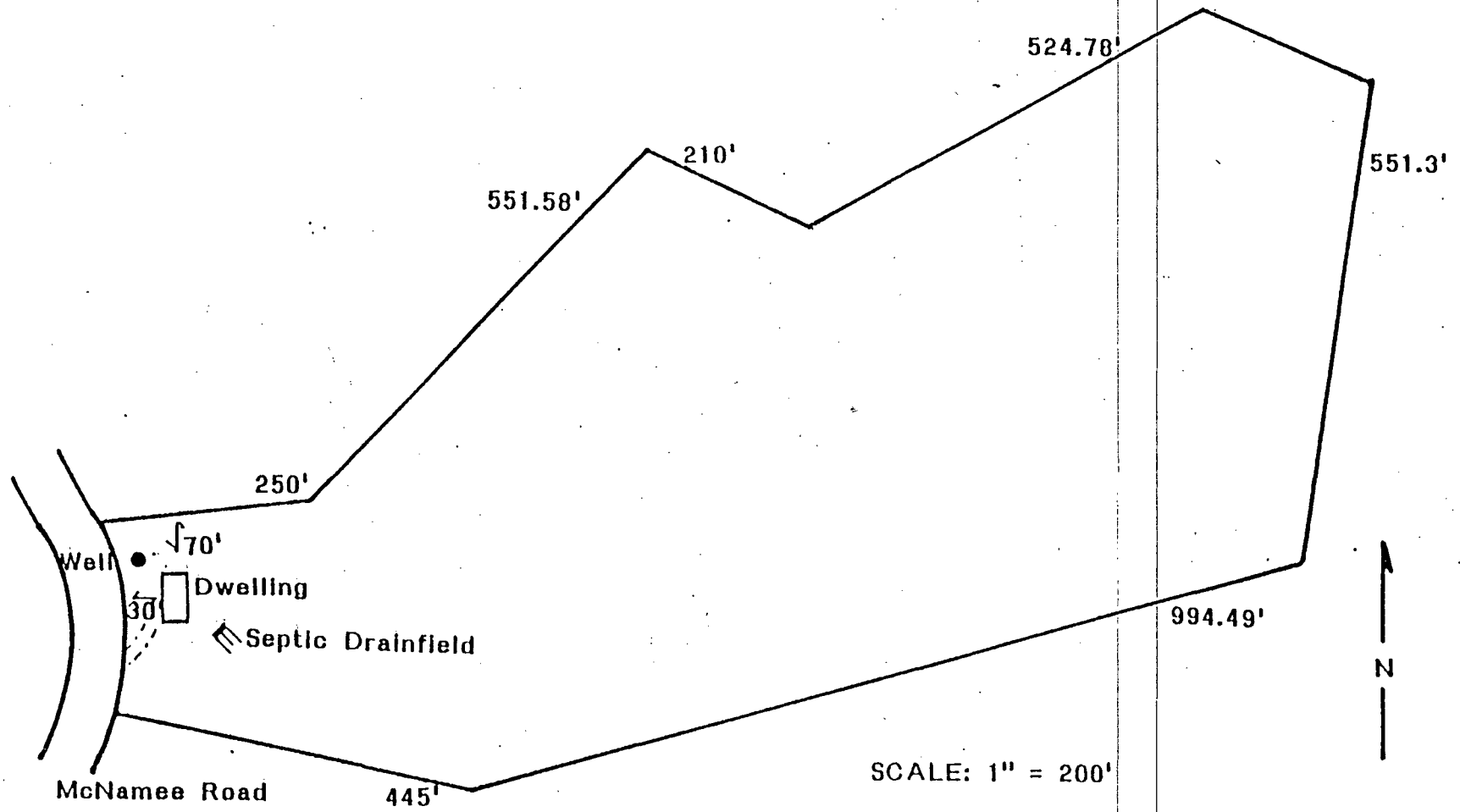


FIGURE 4

PLOT PLAN

T2N, R1W, SEC. 19, TAX LOT 30



BOARD OF COUNTY COMMISSIONERS DECISION:

After considering the Hearings Officer's reasons for denial of this application, and evidence and arguments presented by the appellant's representatives, the Board, in a 4-1 vote, determined to reverse the Hearings Officer decision and approve CU 2-95 / HV 2-95. The Board adopts by reference the Conditions of Approval, Findings of Fact and Conclusions of the March 3, 1995 Hearings Officer Decision except as pertains to the applicant's failure to demonstrate the fulfillment of the "lot of record dwelling" provisions in ORS 215.705 and OAR 660-06-027. This decision has deleted some criteria of approval from the Hearings Officer's Decision and added an explanation for those changes. The resulting findings demonstrate compliance with the applicable criteria of approval. Therefore, the decision of the Board of County Commissioners is that CU 2-95 / HV 2-95 is:

Approved, subject to the conditions set forth below, the development of the subject property with a single-family dwelling not related to forest management, based on the following Findings and Conclusions.

Approved, subject to the conditions set forth below, the side yard setbacks of 70 feet and 110 feet between the proposed dwelling and the side property lines, which are variances of 130 and 90 feet from the required 200 feet, based on the following Findings and Conclusions.

CONDITIONS OF APPROVAL

1. Approval of this Conditional Use shall expire two years from the date of the Board's final order unless substantial construction has taken place in accordance with MCC 11.15.7110(C).
2. The dwelling location is restricted to the area near to that proposed on the submitted site plan.
3. Prior to approval of building permits, the property owner shall comply with OAR 660-06-029(5), which provides, among other things, that "[a]pproval of a dwelling" requires that:
 - "(c) The property owner shall submit a stocking survey report to the county assessor and the assessor will verify that the minimum stocking requirements have been met by the time required by Department of Forestry Rules. ..."
4. Prior to the issuance of a building permit, the property owner shall provide to the Division of Planning and Development a copy of the following:
 - A. A site plan showing a proposed log landing area on the high part of the property and the proposed building locations and other improvements. This plan shall be verified as appropriate for standard forestry practices by a forester with experience and expertise.

- B. Upon approval by the Planning Director of the provisions in subparagraph A, above, proof that a deed restriction has been recorded with the property that establishes the landing area as unbuildable as long as the property is zoned for forestry resource use as a primary land use.
5. Prior to the issuance of a building permit, the property owner shall provide to the Division of Planning and Development a copy of the recorded restrictions acknowledging the rights of nearby properties to conduct farm and forest practices.
 6. Prior to the issuance of a building permit, the applicant shall complete applicable requirements of the County Engineering Services regarding McNamee Road.
 7. Prior to the issuance of a building permit, the applicant shall provide evidence that the domestic water supply is from a source authorized in accordance with the Department of Water Resources Oregon Administrative Rules for the appropriation of ground water (OAR 690, Division 10) or surface water (OAR 690, Division 20) and not from a Class II stream as defined in the Forest Practices Rules. If the water supply is unavailable from public sources, or sources located entirely on the property, the applicant shall provide evidence that a legal easement has been obtained permitting domestic water lines to cross the properties of affected owners.
 8. Prior to the issuance of a building permit, the applicant shall submit a copy of the well report. At that time, persons entitled to notice will again be notified that the water service part of the approval criteria is being reviewed and there is the opportunity for comment and appeal of those particular findings.
 9. Prior to the issuance of a building permit, and as long as the property is under forest resource zoning, the applicant shall maintain primary and secondary fire safety zones around all structures, in accordance with MCC 11.15.2074(A)(5).
 10. The dwelling shall have a fire retardant roof and all chimneys shall be equipped with spark arresters.
 11. Prior to the issuance of a building permit, applicant shall demonstrate that the applicable "private road" criteria in MCC 11.15.2074(D) have been observed and fulfilled.

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I.

A. ANALYSIS OF THE PROPOSAL — PART ONE

Request For Conditional Use

1. BACKGROUND / PROPOSAL SUMMARY

Applicant requests approval to develop a 16.43-acre lot in designated forest land with a single-family dwelling that would not be related to forest management. Applicant also requests a related variance from setback requirements that is the subject of Part II of this decision.

For all its external simplicity, the proposal falls squarely within the relatively new parameters and criteria promulgated by the 1993 legislature via HB 3661 that broadly control the extent to which such dwellings can be developed on forestland.

2. SITE AND VICINITY DESCRIPTIONS

The subject property is located on the east side of, and abutting, McNamee Road. The property abuts the Rural Residential zoning district that contains smaller properties and several dwellings to the north and to the west. To the south lies a CFU zoned lot of 11.79 acres that contains a dwelling. To the east lies a large holding of CFU-zoned property used for industrial timber production, which has recently been clear-cut.

The shortest north-south dimension of the parcel is the 238 feet of frontage on the road. All of the property slopes downward from McNamee Road, with sharply increased steepness about one hundred feet east of the road. The area with the least slope — which will be the proposed building site — is located adjacent to the road.

The proposed building site has been used as a landing area for the clear-cut logging that took place on the property in 1993.

2. COMPREHENSIVE PLAN AND ZONING ORDINANCE CONSIDERATIONS

The subject property is classified as "commercial forest" in the Comprehensive Plan and zoned "CFU," Commercial Forest Use.

B. APPLICABLE CRITERIA — PART ONE

Request For Conditional Use

1. BACKGROUND ON DETERMINATION OF APPLICABLE CRITERIA

On March 3, 1995 the County Hearings Officer issued a decision of denial of this application. The applicant then filed a *Notice of Review* on March 22, 1995. The application was then heard in a De Novo hearing before the Board of County Commissioners on April 25, 1995.

The Hearings Officer decision for denial was for failure to demonstrate a fulfillment of the "lot of record" provisions in ORS 215.705(1)(a) and OAR 660-06-027(1)(g). Specifically, the "current owner" did not "acquire" the subject property prior to January 1, 1985, nor did the record substantiate a finding that the "current owner" acquired the property via devise or intestate succession from someone who acquired the property prior to January 1, 1985.

The Hearings Officer Decision in making that determination then followed with the finding that:

"However, in the event the applicant appeals this denial, I have considered all of the remaining criteria in order to avoid the necessity of repetitive proceedings. I find that, but for the applicant's failure to demonstrate the fulfillment of the "lot of record" provisions in ORS 215.705(1)(a) and OAR 660-06-027(1)(g), the application would otherwise be: **Approved, subject to the conditions set forth ..."**

Therefore, at the De Novo appeal hearing before the Board of County Commissioners on March 28, 1995 the primary point of discussion was how and if ORS 215.705(1)(a) and OAR 660-06-027(1)(g) applied to this application.

The Board heard and were presented testimony from the applicant's representative, the Hearings Officer, County Counsel, planning staff, and a neighboring property owner. After evaluating this evidence, the Board by a 4-1 vote chose to adopt the position that the ORS and OAR ownership and other requirements requirements of a "lot of record dwelling" did not apply to this application. This finding is best summarized in the following excerpt from pages 1, 2 and 3 of a Memorandum from John L. DuBay, Chief Assistant County Counsel to Gary Clifford, Planning Division on April 24, 1995 regarding this application, CU 2-95, HV 2-95:

"This responds to a request for an opinion regarding an interpretation of state law concerning the criteria for establishing dwellings in forest zones. I reviewed the Hearing's Officer's March 3, 1995, decision, the applicable statutes (ORS 215.700 - 215.750), Chapter 792 of the 1993 session laws (HB 3661), and LCDC's interpretive rules.

The Hearings Officer found the lot of record provisions in ORS 215.705 to be the controlling applicable criteria. He found the proposal did not meet the standards in that statute.

The staff contends ORS 215.705 is not applicable because ORS 215.750 provides an independent basis for allowing dwellings on forest land, and the application meets the standards in that statute.

I agree with the staff.

The statutes include three sets of criteria for allowing non-resource dwellings in farm and forest zones. The first set includes ORS 215.705, describing *lot-of-record* standards for both farm and forest zones. Other statutory provisions in the first set are ORS 215.720 and 215.730 which provide additional criteria for siting dwellings in forest zones under the *lot-of-record* provisions of ORS 215.705.

The second set consists of ORS 215.740, the *large tract* standards for dwellings in forest zones. The third set consists of ORS 215.750. Dwellings may be established in forest zones under the latter statute if the land meets certain productivity standards and a stated number of dwellings exist within the surrounding 160 acres. These are referred to as the *template* standards.

LCDC's interpretive rules state these three sets constitute alternative methods to site nonresource dwellings in forest zones. OAR 660-06-027(a), (c) and (d). That is, a dwelling may be established if any one of

the tests is met. ... This view conforms to a provision in ORS 215.720, a statute which provides criteria for siting a dwelling under the *lot-of-record* statute, ORS 215.705.

ORS 215.720(3) states:

'No dwelling other than those described in this section and ORS 215.740 and 215.750 may be sited on land zoned for forest use under a land use planning goal protecting forest-land.'

The staff report attached to the agenda sheet for the appeal hearing on CU 2-95, says the application was evaluated for compliance with template test in OAR 660-06-027(1)(d)(B). ... See, staff report to Hearings Officer at page 7.

The Hearings Officer did not consider the template test. Instead, he found the statutory lot-of-record provisions more restrictive than the County lot-of-record provisions, also evaluated in the staff report. He found the application did not meet the statutory lot-of-record tests but should have. He denied the application on that basis alone.

Even though the County has not amended its Comprehensive Plan and Zoning Code to incorporate the provisions of HB 3661, the County must apply its provisions. ORS 197.646(3); Blondeau V. Clackamas County, _____ OR LUBA _____ (1995) (Slip opinion dated March 21, 1995, County could not deny an application for a dwelling on forest land for noncompliance with unamended code standards where the dwelling meets the lot-of-record criteria in HB 3661).

The Hearings Officer, correctly I believe, found the dwelling could not be allowed based on compliance only with the County lot-of-record standards which are less restrictive than the statutory lot-of-record provisions in ORS 215.705. However, a dwelling may be approved under the template test without considering the lot-of-record criteria or any conflicts between the statutory and County lot-of-record standards.

Therefore, only the approval criteria and corresponding findings of compliance for a "template" forest dwelling are applicable to this application. Following are the portions of the March 3, 1995 Hearings Officer decision that address those criteria. References in the Hearings Officer Decision to the criteria of approval for a "lot of record dwelling" or a "large tract dwelling" have been either deleted or amended so that this decision includes only the "template" dwelling standards. Where no changes to the text of the Hearings Officer Decision were necessary, only the page numbers of the document have been changed.

B. APPLICABLE CRITERIA — PART ONE

Request For Conditional Use

The following criteria apply to the proposed development:^[2]

1.

ORS 215.705 – 215.750

ORS 215.705 to 215.750 set forth criteria adopted by the legislature to control dwellings in forest zones. Those criteria appear in detail within the separate discussion in the "Findings" portion of this decision.

2.

OAR 660-06-027, 660-06-029, AND 660-06-035

OAR 660-06-027, 660-06-029, and 660-06-035 set forth criteria adopted by administrative rule by LCDC to control dwellings in forest zones. Those criteria appear in detail within the separate discussion in the "Findings" portion of this decision.

² Donna Green and Clifford Hamby filed written objections, and also testified at the February 15 hearing, that the County had failed to comply with the notice provisions in MCC 11.15.8220(A)(4) because the hearing notice failed to identify the applicant's variance request. Because, however, Ms. Green and Mr. Hamby did learn of that request in time to prepare and articulate objections, they have not demonstrated any prejudice. Moreover, although the cover page of the public hearing notice does not plainly identify the variance aspect of the application, the notice does mention the variance criteria. The staff report likewise covers the variance criteria in depth, and the staff report is (and was) available prior to the hearing.

Ms. Green and Mr. Hamby also contend that MCC 11.15.6400 *et seq.* apply. However, there is nothing in the record to indicate that the subject property lies within an SEC district as so designated on the Multnomah County Zoning Map.

In evidentiary materials submitted within the one-week period in which the applicant requested that the record remain open, Ms. Green and Mr. Hamby discuss the West Hills Rural Area Plan. However, nothing in that plan — assuming the plan is yet adopted — pertains to this application.

3.
MCC 11.15.2050

MCC 11.15.2050 provides that

"[t]he following uses may be permitted when found by the approval authority to satisfy the applicable standards of this Chapter:

"(B) A *dwelling not related to forest management* pursuant to the provisions of *MCC .2052 and .2074.*"

4.
MCC 11.15.2052^[3]

MCC 11.15.2052 provides that "[a] dwelling not related to forest management may be allowed subject to" the criteria in .2052(A)(1)–(10). Those criteria appear in detail within the separate discussion in the "Findings" portion of this decision.

5.
MCC 11.15.2074

MCC 11.15.2074 — made applicable by MCC 11.15.2052(A)(9) — provides that "... all dwellings and structures located in the CFU district after January 7, 1993[,] shall comply" with the provisions in .2074(A)–(D). Those criteria appear in detail within the separate discussion in the "Findings" portion of this decision.

³ MCC 11.15.7120(A) provides, in general, that

"[a] *Conditional Use* shall be governed by the approval criteria listed *in the district under which the conditional use is allowed.*..."

Because MCC 11.15.2052 contains specific criteria applicable to uses within the CFU district, the general provisions in MCC 11.15.7120(A) will not apply.

6.

COMPREHENSIVE PLAN PROVISIONS

The County has determined COMPREHENSIVE PLAN policies 13 (Air, Water, and Noise Quality), 14 (Developmental Limitations), 22 (Energy Conservation), 37 (Utilities), 38 (Facilities), and 40 (Development Requirements) to apply. These criteria appear in detail within the separate discussion in the "Findings" portion of this decision.

C. FINDINGS — PART ONE

Request For Conditional Use

1. ORS 215.750 (TEMPLATE DWELLING)

"(1) In western Oregon, a governing body of a county or its designate may allow the establishment of a single-family dwelling on a lot or parcel located within a forest zone if the lot or parcel is predominantly composed of soils that are:

"* * * * *

"(c) Capable of producing more than 85 cubic feet per acre per year of wood fiber if:

"(A) All or part of at least 11 other lots or parcels that existed on January 1, 1993, are within a 160-acre square centered on the center of the subject tract; and

"(B) At least three dwellings existed on January 1, 1993, on the other lots or parcels.

"* * * * *

"(3) Lots or parcels within urban growth boundaries shall not be used to satisfy the eligibility requirements under this subsection.

The applicant's evidence reveals that neither subparts (a) nor (b) of ORS 215.750 (1) would apply. Because the applicant's evidence also supports the finding that the proposed dwelling fulfills the criteria in MCC 11.15.2052 (discussed later), then the dwelling fulfills the criteria in 215.750.

ORS 215.730 further provides, in pertinent part:

“(1) A local government shall require as a condition of approval of a single-family dwelling allowed under ORS 215.705 on lands zoned forest land that:

“(a) The property owner submits a stocking survey report to the assessor and the assessor verifies that the minimum stocking requirements adopted under ORS ~~527.610 to 527.770~~ have been met.

“(b) The dwelling meets the following requirements:

“(A) The dwelling has a fire retardant roof.

“(B) The dwelling will not be sited on a slope of greater than 40 percent.

“(C) Evidence is provided that the domestic water supply is from a source authorized by the Water Resources Department and not from a Class II stream as designated by the State Board of Forestry.

“(D) The dwelling is located upon a parcel within a fire protection district or is provided with residential fire protection by contract.

“(E) If the dwelling is not within a fire protection district, the applicant provides evidence that the applicant has asked to be included in the nearest such district.

“(F) If the dwelling has a chimney or chimneys, each chimney has a spark arrester.

“(G) The owner provides and maintains primary fuel-free break and secondary break areas.”

Because some of these criteria in ORS 215.730(1) represent “conditions” pertaining to the design or construction process itself, they can be superimposed upon an approval for a particular use, rather than functioning as criteria that must necessarily be fulfilled before conditional approval can be granted. Thus, appropriate conditions will fulfill the criteria in ORS 215.730(1)(b)(A), (F), and (G).

However, the County has implemented most of the conditions in ORS 215.730(1) via mandatory approval criteria in MCC 11.15.2074. Because the applicant has demonstrated a fulfillment of ORS 215.730(1)(a) and (b)(B), (C), (D), and (E), as discussed later, the proposed dwelling concurrently fulfills the criterion in ORS 215.730(1)(a) and (b)(B), (C), (D), and (E).

2. OAR 660-06-027, 660-06-029, and 660-06-035

In many respects, the criteria in OAR 660-06-027 mirror the various statutory criteria in ORS 215.705 to 215.750. They nevertheless apply independently and the relevant criteria for a "tem-plate" dwelling are as follows:

OAR 660-06-027(1) provides, in pertinent part, that

"[d]wellings authorized by OAR 660-06-025(1)(d) are:

"* * * * *

"(d) In western Oregon, a governing body of a county or its designate may allow the establishment of a single-family dwelling on a lot or parcel located within a forest zone if the lot or parcel is predominately composed of soils that are:

"* * * * *

"(C) Capable of producing more than 85 cubic feet per acre per year of wood fiber if:

"(i) All or part of at least 11 other lots or parcels that existed on January 1, 1993, are within a 160 acre square centered on the center of the subject tract; and

"(ii) At least three dwellings existed on January 1, 1993, on the other lots or parcels.

"* * * * *

Applicant's evidence reveals that neither subparts (A) nor (B) of OAR 660-06-027 (1) (d) would apply. The County has implemented these criteria via the criteria in MCC 11.15.2052. Because the applicant's evidence supports the finding that the proposed dwelling fulfills the criteria in MCC 11.15.2052 (discussed later), then the dwelling concurrently fulfills the criterion in OAR 660-06-027(1)(d).

OAR 660-06-027(4) further provides that “[a] proposed dwelling under this rule is not allowed:

“(a) If it is prohibited by or will not comply with the requirements of an acknowledged comprehensive plan or acknowledged land use regulations or other provisions of law;

“(b) Unless it complies with the requirements of OAR 660-06-029 and 660-06-035;

“(c) Unless no dwellings are allowed on other lots or parcels that make up the tract and deed restrictions established under section (6) of this rule for the other lots or parcels that make up the tract are met;

“(d) If the tract on which the dwelling will be sited includes a dwelling.

The proposed dwelling is not prohibited by the comprehensive plan and approval criteria (*see later discussion*). Thus, applicant's evidence supports a finding that OAR 660-06-027(4)(a) has been fulfilled.

Because the proposed dwelling complies with the requirements of OAR 660-06-029 and 660-06-035 (discussed below), it fulfills the requirements of OAR 660-06-027(4)(b).

There are no other "lots or parcels that make up the tract," and no other dwellings will be allowed on the parcel. Thus, applicant's evidence supports a finding either that OAR 660-06-027(4)(c) does not apply or that it has been fulfilled.

There exists no dwelling on the subject property. Thus, applicant's evidence supports a finding that OAR 660-06-027(4)(d) has been fulfilled.

OAR 660-06-029 provides that

"[t]he following siting criteria or their equivalent shall apply to all new dwellings and structures in forest and agricultural/forest zones. . . .:

"(1) Dwellings and structures shall be sited on the parcel so that:

"(a) They have the least impact on nearby or adjoining forest or agricultural lands;

"(b) The siting ensures that adverse impacts on forest operations and accepted farming practices on the tract will be minimized;

"(c) The amount of forest lands used to site access roads, service corridors, the dwelling and structures is minimized; and

"(d) The risks associated with wildfire are minimized.

"* * * * *

“(3) The applicant shall provide evidence to the governing body that the domestic water supply is from a source authorized in accordance with the Water Resources Department’s administrative rules for the appropriation of ground water or surface water and not from a Class II stream as defined in the Forest Practices rules (OAR Chapter 629). . . .

“(4) As a condition of approval, if road access to the dwelling is by a road owned and maintained by a private party . . . , then the applicant shall provide proof of a long-term road access use permit or agreement. The road use permit may require the applicant to accept responsibility for road maintenance.

“(5) Approval of a dwelling shall be subject to the following requirements:

“(a) Approval of a dwelling requires the owner of the tract to plant a sufficient number of trees on the tract to demonstrate that the tract is reasonably expected to meet Department of Forestry stocking requirements at the time specified in Department of Forestry administrative rules;

“(b) The planning department shall notify the county assessor of the above condition at the time the dwelling is approved;

“(c) The property owner shall submit a stocking survey report to the county assessor and the assessor shall verify that the minimum stocking requirements have been met by the time required by Department of Forestry rules. The assessor shall inform the Department of Forestry in cases where the property owner has not submitted a stocking survey report or where the survey report indicates that minimum stocking requirements have not been met;

“(d) Upon notification by the assessor the Department of Forestry shall determine whether that tract meets minimum stocking requirements of the Forest Practices Act. If the department determines that the tract does not meet those requirements, the department shall notify the owner and the assessor that the land is not being managed as forest land. The assessor shall then remove the forest land designation pursuant to ORS 321.359 and impose the additional tax pursuant to ORS 321.372.”

The County has implemented the various criteria in OAR 660-06-029(1) via the development standards in MCC 11.15.2074. Because the applicant's evidence supports a finding that MCC 11.15.2074 has been fulfilled (as discussed later), the applicant has likewise fulfilled OAR 660-06-029(1).

The County has implemented the criterion in OAR 660-06-029(3) via MCC 11.15.2074(C). Because the applicant's evidence supports a finding that MCC 11.15.2074(C) has been fulfilled (as discussed later), the applicant has likewise fulfilled OAR 660-06-029(3).

The condition in OAR 660-06-029(4) has been implemented by the County via MCC 11.15.2052(A)(7). Because the applicant's evidence supports a finding that MCC 11.15.2052(A)(7) has been fulfilled (as discussed later), the applicant has likewise fulfilled OAR 660-06-029(4).

Although OAR 660-06-029(5) makes the “approval” of a dwelling subject to the criteria specified therein, only part (c) could reasonably comprise a condition of ap-

proval of the proposed dwelling itself; parts (a), (b), and (d) all pertain to post-approval, post-development activities that impact only the property's tax status. The criterion in part (c) can be fulfilled via a condition of approval.

Finally, OAR 660-06-035 implements certain "fire siting standards" that mirror requirements in ORS 215.730(1)(b) and 215.730(2). The County also implemented some of the same criteria in MCC 11.15.2052 and .2074. Because the applicant's evidence supports a finding that MCC 11.15.2052 and .2074 have been fulfilled (as discussed later), the applicant has likewise fulfilled OAR 660-06-035.

3. MCC 11.15.2052

"(1) The lot shall meet the lot of record standards of MCC .2062(A) and (B) and have been lawfully created prior to January 25, 1990[.]"

MCC 11.15.2062(A) provides that "[f]or the purposes of this district, a Lot of Record is:

"(1) A parcel of land:

"(a) For which a deed or other instrument creating the parcel was recorded with the Department of General Services, or was in recordable form *prior to August 14, 1980;*

"(b) Which satisfied all applicable laws when the parcel was created; and

"(c) *Which satisfies the minimum lot size requirements of MCC .2058; or*

"(2) A parcel of land:

"(a) For which a deed or other instrument creating the parcel was recorded with the Department of General Services, or was in recordable form *prior to February 20, 1990;*

"(b) Which satisfied all applicable laws when the parcel was created; and

"(c) Does not meet the minimum lot size requirements of MCC .2058; and

"(d) Which is not contiguous to another sub-standard parcel or parcels under the same ownership [.]

"* * * * *"

Applicant relies upon .2062(A)(2). The minimum lot size, per MCC 11.15.2058(A), is 80 acres; thus, .2062(A)(1) would not apply.

As discussed in some detail earlier, the record reflects, among other things, a 1975 deed from Joseph Johnson to Susan Johnson. Whether that deed "created" the subject property by carving it from a larger parcel, or whether the deed merely transferred ownership of the subject property, is not clear from the record. Nevertheless, it appears from the record that at least as of 1975 the parcel was lawfully created in that it fulfilled the then-existing zoning laws. It also appears from the record that the property is not contiguous to another substandard parcel owned by the applicant/owner. The subject property fulfills MCC 11.15.2062(A)(2).

Chris McCurdy of 14250 S.W. McNamee Road filed a written objection reciting, among other things, that the "parcel is so small." However; the size of the parcel is irrelevant under MCC 11.15.2062(A)(2) as long as the other criteria are fulfilled.

Thus, applicant's evidence supports the finding that the criterion in MCC 11.15.2052(A)(1) has been fulfilled.

"(2) The lot shall be of sufficient size to accommodate siting the dwelling in accordance with MCC .2074 with minimum yards of 60 feet to the centerline of any adjacent County-maintained road and 200 feet to all other property lines. Variances to this standard shall be pursuant to MCC .8505 through .8525, as applicable [.]"

Although the siting of the proposed dwelling complies with the 60-foot setback requirement with respect to McNamee Road, the physical conditions on the property (*viz*, the slope) necessitates siting the dwelling in a location that will not comply with the 200-foot setback requirement. Thus, the applicant concurrently seeks a variance to the 200-foot setback requirement due to the slope of the lot and the re-

sultant limitation on siting alternatives. The variance is the subject of Part II of this decision.

Because the applicant has successfully demonstrated an entitlement to a variance (as discussed later), the evidence supports a finding that the criterion in MCC 11.15.2052(A)(2) has been fulfilled.

“(3) The lot shall meet the following standards:

“* * * * *

“(c) The lot shall be composed primarily of soils which are capable of producing above 85 cf/ac/yr of Douglas Fir timber; ^[10] and

“(I) The lot and at least all or part of 11 other lots exist within a 160-acre square when centered on the center of the subject lot parallel and perpendicular to section lines; ^[11] and

“(ii) Five dwellings exist within the 160-acre square. ^[12]

“(d) Lots and dwellings within urban growth boundaries shall not be counted to satisfy (a) through (c) above.

“(e) The lot is not capable of producing 5,000 cubic feet of wood fiber per year from commercial tree species recognized by the Forest Practices Rules.”

Applicant's evidence reveals that the subject property is composed primarily of Goble silt loam soil. The potential yield of Douglas Fir for this soil, according to the County's soil survey, ranges from 135 to 145 cubic feet per acre per year. Thus, at

¹⁰ Applicant relies only upon MCC 11.15.2052(A)(3)(c).

¹¹ Both ORS 215.750(1)(c)(A) and OAR 660-06-027(1)(d)(C)(I) further specify that the 11 other lots must have existed as of January 1, 1993.

¹² Both ORS 215.750(1)(c)(B) and OAR 660-06-027(1)(d)(C)(ii) specify “[a]t least **three** dwellings [must have] existed on January 1, 1993, on the other lots or parcels.”

16.43 acres the subject property is capable of producing in excess of 85 cf/ac/yr of Douglas Fir.

Applicant's evidence further reveals that the parcel is not capable of producing 5,000 cubic feet of wood fiber per year; 16.43 acres times 135 to 145 cubic feet per acre per year equals only 2,218 to 2,232 cubic feet per year.

At least 29 other parcels (or parts thereof) and at least 8 dwellings exist within the 160-acre square. None of those parcels or dwellings is located within an urban growth boundary. Although it may be correct, as written objections by Donna Green and Clifford Hamby dated February 12 emphasize (hereafter simply "*Green*"), that some of the surrounding dwellings lie in a Rural Residential zone, that fact does not suggest that they may be treated as if they are located "within an urban growth boundary." To do so would be to rewrite applicable criteria by mere fiat.

Thus, applicant's evidence supports a finding that the criteria in MCC 11.15.2052(A)(3)(c), (d), and (e) have been fulfilled.

"(4) The dwelling will not force a significant change in, significantly increase the costs of, or impede accepted forestry or farming practices on surrounding forest or agricultural lands [.]"

There appears to be a large-scale forestry operation to the east of the subject property. Nothing about the proposed dwelling, however, appears likely to either change, increase the costs of, or otherwise impede that adjacent forestry operation. No other significant forestry operations take place on the small Rural Residential zoned properties in the McNamee Ridge View Subdivision.

The majority of the subject property consists of slopes between 50% and 60%. Those conditions limit the potential for homesite locations. Consequently, the most practical site is near the western-most property line, adjacent to McNamee Road, which has slopes of between 15% and 30%. As so situated, the proposed dwelling will be located as far from the large-scale forestry operation to the east as is possible on the site.

Green contends that the proposed dwelling does not comply with MCC 11.15.2052(A)(4) because the applicant does not adequately explain what, if anything will happen to the preexisting loading station for log trucks that was apparently located in the area where the dwelling is to be sited. If the subject property itself comprises "surrounding" forest land, then obviously MCC 11.15.2052(A)(4) requires the applicant

to explain such things. If, on the other hand, "surrounding" means property *other than* the subject property, then Green's concerns are not pertinent to *this* criterion. MCC 11.15.2074(A)(1) (*discussed later*) tracks the language from OAR 660-06-029(1)(a) that discusses a proposal's impact on "*nearby or adjacent*" forest lands. Because OAR 660-06-029(1)(b) separately mentions "adverse impacts . . . on *the tract*," I construe the terms "nearby or adjacent" in both OAR 660-06-029(1)(a) and MCC 11.15.2074(A)(1) to mean forest lands *other than* the subject property itself. Thus, to construe MCC 11.15.2052(A)(4) to refer to that same category of property would be redundant. Therefore, I conclude that the term "surrounding" can refer to property within the subject property that literally "surrounds" the proposed dwelling.

In materials dated February 17, 1995, applicant mentions a "logging landing" and acknowledges that "[t]here is more than ample room for a logging landing south of the proposed house site which would support both the subject property and the adjoining property to the south." Because there is evidence of preexisting logging operations of some sort on the subject property that might well be adversely impacted by the proposed dwelling if those preexisting operations are not taken into account as MCC 11.15.2052(A)(4) requires, it shall be a condition of approval that the applicant shall, before obtaining a building permit, provide a site plan showing a proposed log landing area on the high part of the property (*viz*, close to McNamee Road), which plan shall be verified by a forester for compliance with appropriate forestry practices.

Green also objects because "[t]he subject property clearly is suitable for commercial forest use." She does not, however, specifically relate that objection to MCC 11.15.2052(A)(4), but this seems to be an appropriate place to address it. Suffice it to say that nothing about any applicable criteria purports to exclude dwellings from property that may well be "suitable for commercial forest use" solely on the basis that the property fits that description. To the contrary, HB 3661, LCD's administrative rules, and the County's criteria purport to allow just such dwellings on forestland under regulated, prescribed conditions.

There exists no evidence that the proposed dwelling will run afoul of the proscription in MCC 11.15.2052(A)(4); the evidence is to the contrary. Thus, applicant's evidence supports a finding that the criterion in MCC 11.15.2052(A)(4) has been fulfilled.

-
- "(5) The dwelling 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 of the additional dwelling, considered with approvals of other dwellings in the area since acknowledgment of the Comprehensive Plan in 1980, will be acceptable."**

The dwelling is not located inside a big game winter habitat area. Although written objections by Chris McCurdy of 14250 N.W. McNamee Road declare that "the proposed homesite is directly in the middle of the wildlife corridor between Forest Park and the Coast Range," Mr. McCurdy does not suggest that that fact — if true — necessarily yields any adverse impact. Moreover, no applicable criterion makes this consideration pertinent.

Thus, applicant's evidence supports a finding that the criterion in MCC 11.15.2052(A)(5) has been fulfilled.

-
- "(6) The proposed dwelling will be located on a lot within a rural fire protection district, or the proposed resident has contracted for residential fire protection [.]"**

The proposed dwelling will be located on a lot within a rural fire protection district. Fire protection in the area is provided by Rural Fire Protection District No. 20.

Thus, applicant's evidence supports a finding that the criterion in MCC 11.15.2052(A)(6) has been fulfilled.

-
- "(7) Proof of a long-term road access use permit or agreement shall be provided if road access to the dwelling is by a road owned and maintained by a private party or by the Oregon Department of Forestry, the Bureau of Land Management, or the United States Forest Service. The road use permit may required the applicant to agree to accept responsibility for road maintenance [.]"**

The subject property fronts on McNamee Road, which provides direct access to the property. Thus, applicant's evidence supports a finding that the criterion in MCC 11.15.2052(A)(7) has been fulfilled.

"(8) The parcel on which the dwelling will be located has been disqualified from receiving a farm or forest tax deferral [.]"

This criterion has been superseded by ORS 215.730(1)(a) and OAR 660-06-029(5), discussed above.

As observed earlier, although OAR 660-06-029(5) makes the "approval" of a dwelling subject to the criteria specified therein, only part (c) could reasonably comprise a condition of approval of the development of the dwelling itself; parts (a), (b), and (d) all pertain to post-approval, post-development activities that only impact the property's tax status. The criterion in part (c) can be fulfilled via a condition of approval.

"(9) The dwelling meets the applicable development standards of MCC .2074 [.]"

The criteria in MCC 11.15.2074 are discussed in the next section. Because applicant's evidence supports a finding that the criteria in MCC 11.15.2074 have been fulfilled (*discussed later*), this criterion in MCC 11.15.2052(A)(9) has been fulfilled.

"(10) A statement has been recorded with the Division of Records that the owner and the successors in interest acknowledge the rights of owners of nearby property to conduct forest operations consistent with the Forest Practices Act and Rules, and to conduct accepted farming practices."

The record reflects that the statement has yet to be recorded. The criterion plainly says "*has* been recorded," which unambiguously conveys the requirement that the recordation of the statement must precede approval.

Thus, applicant's compliance with this criterion shall be a condition of approval.

4. MCC 11.15.2074

MCC 11.15.2074 — made operative via MCC 11.15.2052(A)(9), above — provides that

“... [A]ll dwellings and structures located in the CFU district after January 7, 1993[,] shall comply with the following[.]”

“(A) The dwelling or structure shall be located such that:

- “(1) It has the least impact on nearby or adjoining forest or agricultural lands and satisfies the minimum yard and setback requirements of .2058(C) through (G);
- “(2) Forest operations and accepted farming practices will not be curtailed or impeded;
- “(3) The amount of forest land used to site the dwelling or other structure, access road, and service corridor is minimized;
- “(4) Any access road or service corridor in excess of 500 feet in length is demonstrated by the applicant to be necessary due to physical limitations unique to the property and is the minimum length required; and
- “(5) The risks associated with wildfire are minimized. . . .”

Maps appear to reflect that the proposed location of the dwelling is situated so as to have the least impact on all nearby or adjoining lands. Applicant cannot, however, fulfill the setback requirements of MCC 11.15.2058(C) through (G), and has requested a variance. The criteria for that request are discussed below. Because applicant has successfully demonstrated an entitlement to the variance: (*discussed later*), applicant's evidence supports a finding that the provisions in MCC 11.15.2074(A)(1) have been fulfilled.

MCC 11.15.2074(A)(2) has been supplanted by OAR 660-06-029(1)(b), which requires that "[t]he siting ensures that adverse impacts on forest operations and accepted farming practices on the tract will be minimized [.]". With the exception of some references in the record to logging or forestry practices on the property to the east that may or may not occur "on the tract" in some fashion (perhaps via landing sites), the record contains no evidence that any forest operations or farming practices occur on the site. Thus, no "adverse impacts" will occur, and applicant's evidence supports a finding that the provision in MCC 11.15.2074(A)(2), supplanted and supplemented by OAR 660-06-029(1)(b), has been fulfilled.

Applicant has documented that the homesite, including well, septic, and all outbuildings, will be confined to an approximate one-acre area near McNamee Road. As such, the proximity of the dwelling to the road will result in a minimal amount of property used for driveway and utility easements. Thus, applicant's evidence supports a finding that the provision in MCC 11.15.2074(A)(3) has been fulfilled.

There will be no need for any "access road or service road" beyond a driveway to the proposed dwelling. Thus, applicant's evidence supports a finding that the provision in MCC 11.15.2074(A)(4) has been fulfilled.

Applicant assures that a primary fire safety zone of 130 feet will be maintained around all structures, followed by a secondary fire safety zone of 100 feet. Applicant also ensures that all existing and future ornamental trees shall not have a distance of less than 15 feet between crowns within the primary fire safety zone, that all existing and future trees will be pruned eight feet in height, and, finally, that ornamental shrubs shall not exceed 2 feet in height. The immediate around the proposed dwelling does not have slopes exceeding 40 percent. With applicant's observance of the safety zone conditions as an enduring condition of approval, applicant's evidence supports a finding that the provisions in MCC 11.15.2074(A)(5) have been fulfilled.

"(B) The dwelling shall:

"(1) Comply with the standards of the Uniform Building Code . . . ;

"(2) Be attached to a foundation for which a building permit has been obtained; and

"(3) Have a minimum floor area of 600 square feet."

Because these criteria condition *pre*-construction approval of the proposed use based upon the applicant's compliance with *post*-approval construction requirements, applicant's post-approval compliance with the criteria in MCC 11.15.2074(B)(1) to (3) shall be met during the building permit process.

In addition, ORS 215.730(1)(b)(A) and (F), as well as OAR 660-06-035(4) and (6), require that the proposed dwelling have a fire retardant roof and that any chimney have a spark arrester. Thus, applicant's post-approval compliance with these requirements shall likewise be an enduring condition of approval.

As so conditioned, applicant's evidence supports a finding that MCC 11.15.2074(B) has been fulfilled.

“(C) The applicant shall provide evidence that the domestic water supply is from a source authorized in accordance with the Department of Water Resources Oregon Administrative Rules for the appropriation of ground water (OAR 690, Division 10) or surface water (OAR 690, Division 20) and not from a Class II stream as defined in the Forest Practices Rules. If the water supply is unavailable from public sources, or sources located entirely on the property, the applicant shall provide evidence that a legal easement has been obtained permitting domestic water lines to cross the properties of affected owners.”

Applicant acknowledges that there exists no proven source of water on the site at this time. Thus, applicant's compliance with this criterion shall be a condition of approval. With the observance of that condition, applicant's evidence supports a finding that the provision in MCC 11.15.2074(C) has been fulfilled.

“(D) A private road (including approved easements) accessing two or more dwellings, or a driveway accessing a single dwelling, shall be designed, built, and maintained to:

“(1) Support a minimum gross vehicle weight (GVW) of 52,000 lbs. Written of compliance with the 52,000 lb. GVW standard from an Oregon Professional Engineer shall be provided for all bridges and culverts:

- “(2) Provide an all-weather surface of at least 20 feet in width for a private road and 12 feet in width for a driveway;**
- “(3) Provide minimum curve radii of 48 feet or greater;**
- “(4) Provide an unobstructed vertical clearance of at least 13 feet 6 inches;**
- “(5) Provide grades not exceeding 8 percent, with a maximum of 12 percent on short segments, except as provided below:**

 - “(a) Rural Fire Protection District No. 14 requires approval from the Fire Chief for grades exceeding 6 percent;**
 - “(b) The maximum grade may be exceeded upon written approval from the fire protection service provider having responsibility;**
- “(6) Provide a turnaround with a radius of 48 feet or greater at the end of any access exceeding 150 feet in length;**
- “(7) Provide for the safe and convenient passage of vehicles by the placement of:**

 - “(a) Additional turnarounds at a maximum spacing of 500 feet along a private road; or**
 - “(b) Turnouts measuring 20 feet by 40 feet along a driveway in excess of 200 feet in length at a maximum spacing of ½ the driveway length or 400 feet[,] whichever is less.”**

Because these criteria condition *pre*-construction approval of the proposed use on the applicant's *post*-approval compliance with requirements for the construction and maintenance of the required road, applicant's post-approval compliance with the "private road" criteria in MCC 11.15.2074(D) shall be an enduring condition of approval. As so conditioned, applicant's evidence supports a finding that MCC 11.15.2074(D) has been fulfilled.

5. Comprehensive Plan Provisions

Comprehensive Plan Policy 13 (Air, Water, and Noise Quality) provides, in pertinent part:

“... [I]t 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. . . .”

Nothing about applicant’s proposed use gives rise to any suggestion that the dwelling will have any impact on existing air quality, water quality, or noise levels in the area, or that all applicable standards cannot be met.

The subject property is located outside the Tualatin River Basin; all of the surface water originating in or on the property drains to the east toward the Multnomah Channel. Thus, no drainage study, as otherwise required in the Tualatin River Basin, needs to be done.

Although the proposed dwelling will, according to the applicant, have a wood stove, the expected emissions will not produce a significant impact on existing air quality.

Thus, applicant’s evidence supports a finding that the proposed use fulfills Comprehensive Plan Policy 13.

Comprehensive Plan Policy 14 (Developmental Limitations) provides:

“The County’s policy is to direct development and land form alterations away from areas with development limitations except upon a showing that design and construction techniques can mitigate any public harm or associated public cost, and mitigate any adverse effects to surrounding persons or properties. Development limitations areas are those which have any of the following characteristics:

- “A. Slopes exceeding 20%;
- “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."

The location for the proposed dwelling has a slope of approximately 15% to 20%. It lies outside of the Slope Hazards area. If actual development is to occur on slopes exceeding 20% (but less than 40%), applicant assures that the potential hazards shall be mitigated through engineered design and construction techniques, to be approved by the County.

None of the other considerations apply to the subject property. Thus, applicant's evidence supports a finding that the proposed use fulfills Comprehensive Plan Policy 14.

Comprehensive Plan Policy 22 (Energy Conversation) provides, in pertinent part:

"... The County shall require a finding prior to the approval of legislative or quasi-judicial action that the following factors have been considered:

- "A. The development of energy-efficient land use practices;**
- "B. Increased density and intensity of development in urban areas, especially in proximity to transit corridors and employment, commercial and recreational centers;**
- "C. An energy-efficient transportation system linked with increased mass transit, pedestrian and bicycle facilities;**
- "D. Street layouts, lotting patterns and designs that utilize natural environmental and climactic conditions to advantage.**

- "E. Finally, the County will allow greater flexibility in the development and use of renewable energy resources."**

The proposed dwelling is manifestly located in a rural area, thus parts B and C have no direct relevance. Also, there is nothing in the record to support the suggestion that the proposed dwelling will not be constructed and designed so as to promote energy-efficient practices. The proposed dwelling has been situated so as to utilize the natural environment to the greatest extent possible. All of the above factors have been considered.

Thus, applicant's evidence supports a finding that the proposed use fulfills Comprehensive Plan Policy 22.

Comprehensive Plan Policy 37 (Utilities) provides:

"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**
- "B. The proposed use can be connected to a public water system, and the Oregon Department of Environmental quality (DEQ) will approve a subsurface sewage disposal system on the site; or**
- "C. There is an adequate private water system, and the Oregon Department of Environmental Quality (DEQ) will approve a subsurface sewage disposal system; or**
- "D. There is an adequate private water system, and a public sewer with adequate capacity.**

"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, lares 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.**

"* * * * *"

Applicant's evidence reveals that the proposed dwelling will utilize a private water system (*viz*, a well), and that DEQ will approve a subsurface sewage disposal system. Because neither of these eventualities has yet occurred, applicant's demonstration of compliance shall be subject to a condition of approval.

Applicant's evidence reveals that the water run-off can be handled on-site and will not adversely affect the drainage of adjoining lands.

PGE will provide electric power, and Northwest Natural Gas will provide natural gas. U.S. West will provide telephone service.

Thus, applicant's evidence supports a finding that the proposed use fulfills Comprehensive Plan Policy 37.

Comprehensive Plan Policy 38 (Facilities) provides:

"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 an 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."**

The Portland School District No. 1 has had an opportunity to review and comment on the proposal, and it did so. RFPD #20 indicates that adequate service levels can be provided. Multnomah County Sheriff's Office will provide the necessary police protection.

Thus, applicant's evidence supports a finding that the proposed use fulfills Comprehensive Plan Policy 38.

Comprehensive Plan Policy 40 (Development Requirements) provides that:

"The County's policy is to encourage a connected park and recreation system and to provide for small private recreation areas by requiring a finding prior to approval of legislative or quasi-judicial action that:

- "A. Pedestrian and bicycle path connections to parks, recreation areas and community facilities will be dedicated where appropriate and where designated in the bicycle corridor capital improvements program and map.**

"B. Landscaped areas with benches will be provided in commercial, industrial and multiple family developments, where appropriate.

"C. Areas for bicycle parking facilities will be required in development proposals, where appropriate."

Nothing about the proposed dwelling or the location gives rise to a suggestion that pedestrian or bicycle path connections would be appropriate. Neither benches nor bicycle parking facilities would be appropriate.

Thus, applicant's evidence supports a finding that the proposed use fulfills Comprehensive Plan Policy 40.

Green objects that the applicant has not fulfilled **Comprehensive Plan Policy 11** (Commercial Forest Land), but she does not articulate in what manner the applicant runs afoul of that policy. The initial question is whether that policy applies in light of HB 3661 and the corollary LCDC administrative rules. I conclude that, because Policy 11 does not purport to regulate the *development* of forest land, but instead purports by its terms to regulate the *designation* of forest land, it does not apply at this point. If anything, I conclude that Policy 11 purports to regulate the zoning designation applied to the subject property and vicinity; in other words, Green has confused property designations applied to a district or vicinity with development criteria applicable to a particular parcel of property. Moreover, even if Policy 11 did purport to regulate development, Green has not articulated any portion of Policy 11 that is contravened by the application.

D. CONCLUSION — PART ONE

Applicant has fulfilled all of the applicable criteria in ORS 215.705–215.750, OAR 660.06.027, .029, and .025, MCC 11.15.2052 and .2074, and the applicable Comprehensive Plan provisions, either by providing evidence that demonstrates pre-approval compliance, or by demonstrating an entitlement to variances from certain criteria.

II.

A. ANALYSIS OF THE PROPOSAL — PART TWO Request For Variances

1. BACKGROUND / PROPOSAL SUMMARY

Applicant requests approval of variances to the required 200-foot yard setbacks. The slope of the subject property dictates that the proposed dwelling be sited in a corner of the property that does not otherwise allow 200-foot setbacks as required by MCC 11.15.2058(C).

2. SITE AND VICINITY DESCRIPTIONS

This topic has been generally discussed in Section I of this decision.

3. COMPREHENSIVE PLAN AND ZONING ORDINANCE CONSIDERATIONS

This topic has been discussed in Section I of this decision.

B. APPLICABLE CRITERIA — PART TWO Request For Variances

MCC 11.15.8505 contains criteria applicable to requests for a variance from other approval requirements. Those criteria appear in detail within the separate discussion in the "Findings" portion of this decision, below.

C. FINDINGS — PART TWO

MCC 11.15.8505 provides, in pertinent part:

- “(A) The Approval Authority may permit and authorize a variance from the requirements of this Chapter only when there are practical difficulties in the application of the Chapter. A Major Variance shall be granted only when all of the following criteria are met. A Minor Variance shall meet criteria (3) and (4).”**

VARIANCE FROM SETBACK REQUIREMENTS

- “(1) A circumstance or condition applies to the property or to the intended use that does not apply generally to other property in the same vicinity or district. The circumstance or condition may relate to the size, shape, natural features and topography of the property or the location or size of physical improvements on the site or the nature of the use compared to surrounding uses.”**

The shape of the subject parcel is irregular and the terrain is sloped in differing degrees. The slope is approximately 15% to 30% within the first 200 feet or so from the road, increasing after that to between 30% to 60%. The slope requires that the proposed dwelling be sited in the northwest portion of the property, which, in turn, makes it impossible to fulfill a 200-foot setback requirement. The north side setback will be approximately 70 feet and the south side setback will be approximately 110 feet.

The question whether applicant's evidence demonstrates a condition of the property not shared "generally" by other property "in the same vicinity" is a difficult one. Green, for example, contends that applicant's property labors under no burdens that are not also common to other properties in the area, which, if true, would preclude compliance with the above criterion. The answer depends, in part, on the geographic breadth of "the same vicinity." The record, while factually "thin," appears to suggest that other dwellings in the vicinity have obtained setback variances, but there is nothing to suggest the reason(s) for the variances. This, in turn, suggests prior findings in those situations that the terrain of the sloped properties indeed comprises a peculiarity not otherwise shared by other properties within the same district.

I interpret the reference to "other property in the same vicinity or district" so as to not restrict its application simply to properties on McNamee that have slopes. Rather, I interpret "vicinity" to a larger area. Otherwise, no property on McNamee with excessively sloped conditions that otherwise preclude placement of a dwelling in conformity with setback requirements would ever be entitled to a variance. The very notion of a "variance" presupposes that not all of the properties by which the request is to be measured share the same problem. Thus, Green's focus on only those properties in the "vicinity" with similar slope concerns proves to be too narrow of a focus.

Green also contends that, because other lots in the vicinity are irregular in shape, that shape alone does not fulfill the criterion in this case. However, applicant has not requested a variance because of shape alone; rather, the dwelling's placement is dictated primarily by an excessive slope to most of the property.

Applicant's evidence thus supports a finding that MCC 11.15.8505(A)(1) has been fulfilled, in that the size and shape of the lot yields a condition that does not apply to other properties in the area.

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

The setback requirement would restrict the use of the subject property in a manner that does not restrict other properties in the vicinity or district. Of the nine homes situated within the 160-acre grid, none apparently comply with the 200-foot setback requirement. These other properties have apparently been granted variances for the same reason that the applicant now requests one. Without a variance in this case, it appears that no reasonable dwelling could be built.

Green contends that the setback requirement would not restrict the use of the subject property any more so that it restricts the use of other properties in the vicinity. The setback requirement in this case would, it seems, preclude development altogether. Logic would yield the conclusion that applicant would suffer a greater restriction than other properties that already have approved dwellings on them. Also, because the record suggests that other properties in the vicinity have variances (for one reason or another), it seems logical to conclude that the failure to grant a variance in this case because of the topography of the property would likewise restrict the use of

the property to a greater degree than it has restricted development of other properties in the vicinity.^[13]

Applicant's evidence supports a finding that MCC 11.15.8505(A)(2) has been fulfilled, in that the setback requirement would otherwise prevent the development of the property, and thus restrict the use of the subject property to a greater degree than other properties in the vicinity or district.

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

Nothing about the requested variance suggests that a variance under the circumstances could be materially detrimental to the public welfare or injurious to property in the vicinity or district. The home to the north is approximately 276 feet from the proposed building site; while the home to the south is approximately 400 to 500 feet from the proposed building site.

Green objects because the proposed dwelling will be "detrimental" to her view and to the value of her home.^[14] She provides no specifics, however, other than a complaint that she was led to believe when she purchased her property that no construction would be likely to take place on the subject property. This latter fact does not, unfortunately, provide a reason to conclude that applicant has not fulfilled the current criterion. This criterion serves to assess "material" detriment to the "public welfare" or the propensity to materially "injur[e]" other properties. General complaints such as Ms. Green's do not reach to this level, particularly without more in the way of supportive factual data.

Written objections filed by Chris McCurdy of 14250 N.W. McNamee Road recite that, because of increased development in the area, "the road is substantially

¹³ Green contends that "the question is were they required to meet it [*viz*, any setback requirement] when they were built?" Because applicant has provided "substantial evidence" of the existence of variances for other homes in the vicinity, I view it as Green's burden to rebut that evidence with evidence that would answer the "question."

¹⁴ Green also objects that the proposed dwelling will interfere with a neighbor's view. It seems to me that, unless the neighbors themselves so attest, Green's objection does not constitute "substantial evidence" to that effect for purposes of these proceedings.

more hazardous than it was. Some of the new residents are chronic speeders." However, not only is there no objective or verifiable data accompanying that opinion, but the objection does not suggest that the *applicant* will either cause or exacerbate such conditions — assuming that they exist.

Applicant's evidence supports a finding that MCC 11.15.8505(A)(3) has been fulfilled.

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

The proposed dwelling complies in all respects with all other applicable approval provisions and Comprehensive Plan policies. Also, the resultant home would not comprise a use *not* listed in the underlying zone.

Applicant's evidence supports a finding that MCC 11.15.8505(A)(4) has been fulfilled.

D. CONCLUSION — PART TWO

Applicant has demonstrated a fulfillment of all of the various criteria in MCC 11.15.8505 that determine whether a variance will be granted under the circumstances to accommodate the setback requirements of the proposed dwelling.



MEETING DATE: MAY 18 1995

AGENDA NO: C-3

(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 #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15720 (Property originally repurchased by former contract purchaser.)

Deed D951192 and Board Order attached.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *[Signature]* Betsy Williams

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Copy of Order 95-105 & Deed sent to Tax Title on 5-22-95.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D951192 Upon Complete Performance of)
a Contract to)

ORDER
95-105

MELVIN L. CARY)

It appearing that heretofore on , Multnomah County entered
into a contract with MELVIN L. CARY for the sale of the real
property hereinafter described; and

That the above contract purchaser has fully performed the
terms and conditions of said contract and is 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:

SYNDICATE ADD
LOTS 1 & 2, BLOCK 7

Dated at Portland, Oregon this 18th day of May, 1995.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

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

By

Matthew O. Ryan
Matthew O. Ryan, Deputy

DEED D951192

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

SYNDICATE ADD
LOTS 1 & 2, BLOCK 7

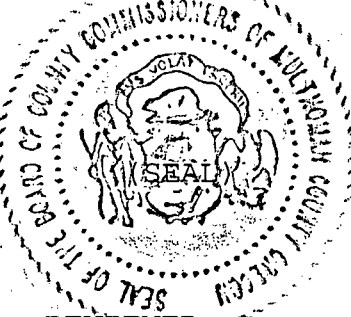
The true and actual consideration paid for this transfer, stated in terms of dollars is \$16,665.71.

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.

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

421 SW FIFTH AVE 3RD FLOOR
PORTLAND, OR 97204-2220

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 18th day of May, 1995, by authority of an Order of the Board of County Commissioners heretofore entered of record.



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

By Matthew O. Ryan
Matthew O. Ryan, Deputy

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

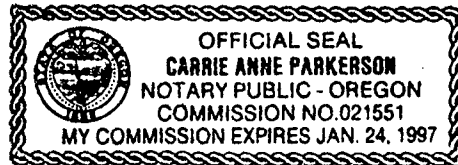
By K.A. Juncberg


After recording, return to Multnomah County Tax Title, 166/200

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 18th day of May, 1995, 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.




Carrie Anne Parkerson
Notary Public for Oregon
My Commission Expires: 1/24/97

MEETING DATE: MAY 18 1995

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

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 #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of Repurchase Deed to former owner, Marilyn Yarnell.
Deed D951193 and Board Order attached.

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

6/93

Copy of Order 95-106 & Deed sent to Tax Title on 5-22-95.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAY - 8 PM 4:52

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Deed D951193 for Repurchase of) ORDER 95-106
Tax Acquired Property to)
Former Owner)
MARILYN K. YARNELL)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that MARILYN K. YARNELL is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$13,273.89 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

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

SARATOGA
LOT 10, BLOCK 5

Dated at Portland, Oregon this 18th day of May, , 1995.



REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Deputy

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

DEED D951193

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

SARATOGA
LOT 10, BLOCK 5

The true and actual consideration paid for this transfer, stated in terms of dollars is \$13,273.89.

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.

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

6941 NE CLEVELAND 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 18th day of May, 1995, by authority of an Order of said Board of County Commissioners heretofore entered of record.



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

By Matthew O. Ryan
Matthew O. Ryan, Deputy

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By K. A. Jumburg

After recording return to Multnomah County Tax Title PO Box 2716 Portland, Or 97208 166/200/Tax Collections

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 18th day of May, 1995, 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.



Carrie Anne Parkerson
Carrie Anne Parkerson
Notary Public for Oregon
My Commission Expires: 1/24/97

MEETING DATE: MAY 18 1995

AGENDA NO: C-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

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 #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of Repurchase Deed to former owners, ELDREDGE T. WARNER and RONALD R. WARNER.

Deed D951195 and Board Order attached.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *[Signature]* *Betsy Williams*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

Copy of Order 95-107 & Deed sent to Tax Title on 5-22-95.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAY - 3 PM 4:52

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Deed D951195 for Repurchase of)
Tax Acquired Property to)
Former Owners)

ORDER 95-107

ELDREDGE T. WARNER)
and RONALD R. WARNER)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that ELDREDGE T. WARNER and RONALD R. WARNER are the former record owners thereof, and have applied to the county to repurchase said property for the amount of \$13,029.09 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owners for said amount;

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

WASHINGTON ADDITION
E 100' OF N 75' OF LOT I

Dated at Portland, Oregon this 18th day of May, 1995.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By

Matthew O. Ryan
Matthew O. Ryan, Deputy

DEED D951195

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ELDREDGE T. WARNER and RONALD R. WARNER, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

WASHINGTON ADDITION
E 100' OF N 75' OF LOT I

The true and actual consideration paid for this transfer, stated in terms of dollars is \$13,029.09.

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.

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

3929 SE 51ST AVE
PORTLAND OR 97206-3077

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 18th day of May, 1995, by authority of an Order of said Board of County Commissioners heretofore entered of record.



REVIEWED
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By

Matthew O. Ryan

Matthew O. Ryan, Deputy

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

DEED APPROVED:

Janice Druian, Director
Assessment & Taxation

By

K. A. Juneberg

After recording return to Multnomah County Tax Title PO Box 2716
Portland, Or 97208 166/200/Tax Collections

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 18th day of May, 1995, 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.



Carrie Anne Parkerson
Carrie Anne Parkerson
Notary Public for Oregon
My Commission Expires: 1/24/97

✓
PLEASE PRINT LEGIBLY!

MEETING DATE

5/18

NAME

Richard L Koenig

ADDRESS

PO Box 15045

STREET

Portland OR 97215

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R-1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

DATE: 5/18/95

TO: Commissioners Sharon Kelley and Beverly Stein

FROM: Richard L. Koenig

RE: Clarification about problems presented 5/11/95

Thank you Commissioner Kelley, for your letter of 5/11/95. You made it clear to me that my communication to you and your Board associates was misunderstood.

I have asked for an investigation into Multnomah County Family Services' failure to meet professional standards in service delivery.

I have asked for an investigation of Sgt. Guy Moore's act of effecting an arrest based solely on the content of a message directed from one citizen of these United States to other citizens.

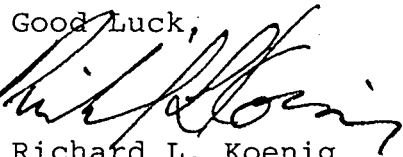
Failure on your part, and by this I mean Sharon Kelley as liaison to Corrections, and Bev Stein in her supervisory capacity over the Board, and County employees generally, to do what is in your power, to effect remedy of these problems by investigation and hearings may make you liable under 42 USC section 1983 and 1985, for deprivation of civil rights and conspiracy to do so.

County Counsel Kressel has informed this Board that he knows of no probable cause for my arrest to have been effected, inspite of his office having been kept abreast of developments by Hugh McIsaac and myself for over a year. If he can not point to probable cause, I am only asking that additional information be sought which will assist this Board in coming to grips with the situation.

An appropriate way to demonstrate good faith will be for Mr. Kressel to confirm an appointment with me in writing within one week.

You, Chair Stein have acknowledged the taxpayer's "declaration of war" on County Government. Will you choose to ignore this request for investigation and escalate that war by burdening the taxpayer further with the costs of defending various officers and employees of the County in extended civil rights litigation?

Good Luck,



Richard L. Koenig
P.O. Box 15045
Portland, OR 97215
Phone 235-5953

cc; SIMS

✓
PLEASE PRINT LEGIBLY!

MEETING DATE 5/18/95

NAME TERRY COOK
ADDRESS 31825 HISTORIC COL. RIVER HWY.
STREET
TROUTDALE 97060
CITY **ZIP**

I WISH TO SPEAK ON AGENDA ITEM NO. R-2
SUPPORT X **OPPOSE** _____
SUBMIT TO BOARD CLERK _____

2/ **PLEASE PRINT LEGIBLY!**

MEETING DATE 5/18/95

NAME

DON K. LLOYD

ADDRESS

1540 SW 25th

STREET

Trousdale,

94060

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R2

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

#31

PLEASE PRINT LEGIBLY!

MEETING DATE 5/18/95

NAME

Sue O'Halloran

ADDRESS

3844 SE Augusta Pl.

STREET

Gresham

97080

CITY

ZIP

Non-Departmental

I WISH TO SPEAK ON AGENDA ITEM NO. R-2

SUPPORT

☒

OPPOSE

SUBMIT TO BOARD CLERK

Not Here
PLEASE PRINT LEGIBLY!

MEETING DATE 5/18/95

NAME

ADDRESS

RICHARD ROSS

STREET

CITY OF GRESHAM

CITY

97030

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-2

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

MEETING DATE: MAY 18 1995
AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: In the Matter of Extending the Removal from the Real Estate Market of Parcels "A" and "C" of the Edgefield Farm Property

BOARD BRIEFING Date Requested: _____ Amount of Time Needed: _____

REGULAR MEETING: Date Requested: May 18, 1995
Amount of Time Needed: 5 minutes

DEPARTMENT: Nondepartmental DIVISION: Commissioner Kelley

CONTACT Commissioner Sharron Kelley TELEPHONE #: 248-5213
BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Terry Cook or Sue O'Halloran

ACTION REQUESTED

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

See Whereas Clauses. Fiscal impact: \$20,000 from either General Fund or Road Fund or a mix of the two. Personnel impact: assistance from finance and county counsel staff on public sector aspects of the project.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Sharron Kelley
OR
DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAY 11 AM 10:10

*Copy of Resolution 95-108 sent to Sharron Kelley,
Wayne George, Bob Oberst & Anita Caidano on 5-23-95.*

MEMORANDUM

TO: Board of County Commissioners

FROM: Commissioner Sharron Kelley

RE: Resolution: In the Matter of Extending the Removal from the Real Estate Market of
Parcels "A" and "C" of the Edgefield Farm Property

DATE: May 11, 1995

AGENDA DATE: May 18, 1995

I. Recommendation/Action Requested

Approval of Resolution authorizing continuing the removal of Parcels "A" and "C" of the Edgefield Farm Property through April 30, 1996.

II. Background/Analysis

On April 28, 1994, the County adopted Resolution 94-78 removing Edgefield Farm parcels "A" and "C" from the real estate market for a period of one year to allow time to secure financing for the development of a Recreation Transit-Oriented Development Project. Subsequently, a non-profit called Edgefield Station, Inc. ("ESI") was formed to put this project together. On April 20, 1995, the Board of Commissioners received as briefing on the activities of ESI and its plans for the next two years. This Resolution would allow the Troutdale and Gresham Area Chambers additional time to secure financing for the purchase or lease of the County property.

III. Financial Impact

Passage of this Resolution would extend the removal of Edgefield Farm parcels "A" and "C" from the real estate market through April 30, 1996. ESI funding would affect the General Fund or the Road Fund (or a mix of the two) in the sum of \$20,000.

IV. Legal Issues

None known.

V. Controversial Issues

There are no existing offers to purchase the parcels in question. There is always stiff competition for budgetary allocations. At the meeting on April 20, Commissioner Collier expressed concern about the absence of this project from the Regional Transportation Plan. While the Resolution starts the process for allocating \$20,000 to ESI, a final vote would need to occur as part of the budget process. The Board will also need to decide in the budget process the extent, if any, to which Road Fund would be used.

VI. Link to Current County Policies

Resolution 94-78 declared the interest of Multnomah County in having Edgefield Farm parcels "A" and "C" developed in a manner similar to the one described as the Recreation Transit-Oriented Development project.

VII. Citizen Participation

The ESI Advisory Board includes individuals affiliated with the following organizations: Gresham Area Chamber of Commerce; Troutdale Area Chamber of Commerce; Sandy Area Chamber of Commerce; Columbia Gorge Visitors Association; Columbia Corridor Association; Phoenix Inn; POVA; Mt. Hood Railroad; Friends of the Gorge; Salishan Lodge, Inc.; Boeing; OTAK; Regional Arts and Culture Council; Troutdale Historical Society; Hood River County Chamber of Commerce; and Multnomah Falls Lodge.

VIII. Other Government Participation

The following cities have committed financing for June 1995 - June 1996: City of Troutdale - \$15,000; City of Wood Village - \$2,500; City of Fairview - \$2,500. In addition, Edgefield Station, Inc., has requested \$15,000 from the City of Gresham.

The ESI Advisory Board includes representatives of ODOT, Metro, U.S. Forest Service, Mt. Hood Community College, Tri-Met as well as each of the East County cities and Multnomah County Transportation.

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

In the Matter of Extending the)
Removal from the Real Estate)
Market of parcels "A" and "C")
of the Edgefield Farm Property)

RESOLUTION

95-

WHEREAS, the public interest would be advanced if these parcels are developed in a manner that is linked economically to development in downtown Troutdale and coordinated with anticipated visitor use in the Columbia River Gorge National Scenic Area; and

WHEREAS, these parcels represent one of the last remaining undeveloped sites of significant size in East Multnomah County and the public interest would be advanced if the site is developed for related businesses or services; and

WHEREAS, there are no existing offers to purchase the parcels in question; and

WHEREAS, a study commissioned by the Troutdale and Gresham Area Chambers of Commerce concluded that portions of the Edgefield Farm Property may be suitable for an intermodal transit-oriented recreational development in East Multnomah County; and

WHEREAS, the County adopted Resolution 94-78 on April 28, 1994 affirming its interest in having Edgefield Farm parcels "A" and "C" developed in manner similar to the one described in the Recreation Transit-Oriented Development project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Multnomah County extends the removal of Edgefield Farm parcels "A" and "C" from the real estate market through April 30, 1996 to allow the Troutdale and Gresham Area Chambers additional time to secure financing for the purchase or lease of the County property; and

BE IT FURTHER RESOLVED that during the period of removal, the County shall entertain no offers to purchase or lease these parcels, unless there is financing for a proposal similar to the one described in the Recreation Transit-Oriented Development project; and

BE IT FURTHER RESOLVED that the County shall only entertain purchase or lease or trade offers that will return to the County monetary benefits equal to a reasonable market value of the property as determined after an independent appraisal of the fair market value of the property; and

BE IT FURTHER RESOLVED that the Board directs the Office of Budget and Quality to prepare an amendment to the Approved Budget for Fiscal Year 1995-1996 establishing an appropriation in the sum of \$20,000 for Edgefield Station, Inc., a non-profit corporation, to support its efforts to put together this project.

ADOPTED this ____th day of May, 1995.

Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:

By: 

Laurence Kressel, County Counsel
for Multnomah County, Oregon

Page 2 of 2

edgefi.eld

TANYA COLLIER
Multnomah County Commissioner
District 3



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

MEMORANDUM

TO: Chair Beverly Stein
Commissioner Dan Saltzman
Commissioner Gary Hansen
Commissioner Sharron Kelley

FROM: Commissioner Tanya Collier *Tanya*

DATE: May 17, 1995

RE: PROPOSED AMENDMENTS TO RESOLUTION-2 TO EXTEND THE
REMOVAL OF PARCELS "A" & "C" OF THE EDGEFIELD FARM
PROPERTY

1995 MAY 17 PM 4:42
MULTNOMAH COUNTY
OREGON
CLERK OF
COUNTY COMMISSIONERS

Attached are two amendments to R-2 on the Board Agenda for May 18, 1995. The intent of these amendments is to make sure that the proposed extension of the removal of Parcels "A" and "C" from the real estate market is tied to the accomplishment of certain goals. I am supportive of the efforts of Edgefield Station, Inc. to develop the County property as proposed. However, I want to be very sure that this extension is productive for both the County and the project. Some clear project expectations are laid out in my amendments. I hope you can support them.

Proposed Amendments to R-2

Commissioner Collier

May 17, 1995

WHEREAS, the County is willing to continue the extension which removes the Edgefield property from the real estate market through May 30, 1996, with the caveat that a work plan be developed and a progress report made to the Board of County Commissioners by November 30, 1995 which would include completion of the following: 1) a Letter of Intent to participate in the project from Amtrak, the Union Pacific Railroad, the Mt. Hood Railroad, or a major anchor tenant; 2) ~~the~~ resolution of zoning issues with Troutdale; and 3) a financial strategy for the project.

*Progress Report
forwarded*

*Mult. Co. Participation
of the Project.*

BE IT FURTHER RESOLVED that the Board directs the Office of Budget and Quality to prepare an amendment to the adopted 1995-96 budget for a potential appropriation in the sum of \$20,000 in support of the Edgefield Station, Inc. which includes a requirement for a work plan prior to the expenditure being made.

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

<i>In the Matter of Extending the</i>)	
<i>Removal from the Real Estate</i>)	RESOLUTION 95-108
<i>Market of Parcels "A" and "C"</i>)	
<i>of the Edgefield Farm Property</i>)	

WHEREAS, the public interest would be advanced if these parcels are developed in a manner that is linked economically to development in downtown Troutdale and coordinated with anticipated visitor use in the Columbia River Gorge national Scenic Area; and

WHEREAS, these parcels represent one of the last remaining undeveloped sites of significant size in East Multnomah County and the public interest would be advance if the site is developed for related businesses or services; and

*WHEREAS, there are no existing offers to purchase the parcels in question;
and*

WHEREAS, a study commissioned by the Troutdale and Gresham Area Chambers of Commerce concluded that portions of the Edgefield Farm Property may be suitable for an intermodal transit-oriented recreational development in East Multnomah County; and

WHEREAS, the County adopted Resolution 94-78 on April 28, 1994 affirming its interest in having Edgefield Farm parcels "A" and "C" developed in manner similar to the one described in the Recreation Transit-Oriented Development project; and

WHEREAS, the County is willing to continue the extension which removes the Edgefield property for the real estate market through May 30, 1996, with the caveat that a work plan be developed and a progress report made to the Board of County Commissioners by November 30, 1995 which would include completion of the following: 1) a Letter of Intent to participate in the project from Amtrak, the Union Pacific Railroad, the Mt. Hood Railroad, or a major anchor tenant; 2) Progress towards resolution of zoning issues with Troutdale; and 3) a financial strategy for Multnomah County participation in the project.

NOW, THEREFORE, BE IT RESOLVED that during the period of removal, the County shall entertain no offers to purchase or lease these parcels, unless there is financing for a proposal similar to the one described in the Recreation Transit-Oriented Development project; and

BE IT FURTHER RESOLVED that the County shall only entertain purchase or lease or trade offers that will return to the County monetary benefits equal to a reasonable market value of the property as determined after an independent appraisal of the fair market value of the property; and

BE IT FURTHER RESOLVED that the Board directs the Office of Budget and Quality to prepare an amendment to the adopted 1995-96 budget for a potential appropriation in the sum of \$20,000 in support of the Edgefield Station, Inc. which included a requirement for a work plan prior to the expenditure being made.

ADOPTED this 18th day of May, 1995.

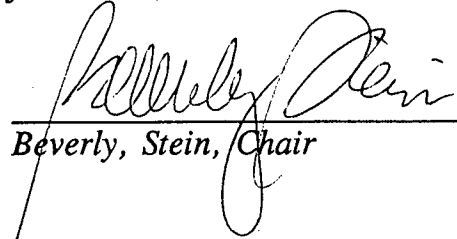


REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By

BOARD OF COUNTY COMMISSIONERS
for MULTNOMAH COUNTY, OREGON


Beverly, Stein, Chair

✓
PLEASE PRINT LEGIBLY!

MEETING DATE 5-18-95

NAME

KEVIN KIDD

ADDRESS

3075 NE SANDY

STREET

PORTLAND OR 97232

CITY

230-2099

ZIP

Admin. #

I WISH TO SPEAK ON AGENDA ITEM NO. R-3

SUPPORT

☒

OPPOSE

SUBMIT TO BOARD CLERK

MEETING DATE: MAY 18 1995AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ordinance approving transfer of Paragon cable franchise to Time Warner, Inc.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: May 18, 1995Amount of Time Needed: 20 minutes

DEPARTMENT: _____ DIVISION: _____

CONTACT: Sally Kinsey TELEPHONE #: 823-5385 #5
BLDG/ROOM #: 105/1160PERSON(S) MAKING PRESENTATION: Jack Adams (MHCRC Commissioner) and David OlsonACTION REQUESTED:☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Mt. Hood Cable Regulatory Commission recommends that you approve, with conditions, a requested change in ownership of the Paragon Cable franchise from Houston Industries to Time Warner, Inc.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Sally Kinsey

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

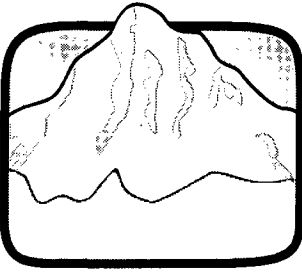
Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

0516C/63

6/93

TOTAL P.01

BOARD OF
COUNTY COMMISSIONERS
1995 MAY 10 PM 4:41
MULTNOMAH COUNTY
OREGON



MT. HOOD CABLE REGULATORY COMMISSION

1211 SW Fifth Avenue, Room 1160 • Portland, OR 97204-3711

Phone: (503) 823- 5385 • Fax: (503) 823-5370

Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale and Wood Village

TO: Board of County Commissioners

FROM: Sally L. Kimsey, Deputy Director

DATE: May 10, 1995

RE: Proposed Paragon Ownership Change; Houston Industries to Time Warner

I. Recommendation/ Action Required

The Mt. Hood Cable Regulatory Commission recommends that you approve, with conditions, a requested change in ownership of the Paragon Cable franchise from Houston Industries, Inc. To Time Warner, Inc.

II. Background/ Analysis

On Friday, January 27, 1995, Houston Industries Incorporated (Houston) and Time Warner, Inc. announced the sale of Houston's cable properties (operated as KBLCOM) to Time Warner. Houston's KBLCOM properties include two franchises which provide cable television services to east Portland and east Multnomah County. These franchises were originally granted in 1981 (by the City of Portland) and 1983 (by Multnomah County, Gresham, Fairview, Troutdale and Wood Village) to Rogers Cablesystems of Toronto, Canada. With approval of all the jurisdictions, they were transferred six years ago to Houston (in March 1989).

Under the Intergovernmental Agreement creating the Mt. Hood Cable Regulatory Commission (MHCRC), transfers of ownership are subject to approval by each of the local jurisdictions which originally issued the cable franchises. Analysis of the transaction, and a public hearing (March 20) have already been handled on behalf of the jurisdictions by the MHCRC. The MHCRC has now developed a final recommendation to each of the six jurisdictions which originally issued the franchises.

Time Warner and Paragon have stated to MHCRC staff, and on the record at the MHCRC hearing on April 17, that they would agree to accept the ordinance with conditions as developed by the MHCRC. Therefore, if the

ordinance is adopted by you in substantially the same form, Time Warner and Paragon are prepared to provide an appropriate acceptance.

III. Financial Impact

There is no financial impact as a result of the transfer. For example, in FY 1995-96, Multnomah County's share of expected franchise fees is \$74,530. After a \$19,704 contribution to the operating budget and estimated payments of \$33,472 to MCTV and \$7,497 to PCA, approximately \$13,857 will be returned to the County. That will not change as a result of the transfer.

IV. Legal Issues

The sale can not be completed, and the franchises transferred, unless each jurisdiction has voted to approve it. The process for handling the sale, under new Federal Communications Commission (FCC) rules, must be completed within 120 days from the filing of necessary information with the jurisdictions.

V. Controversial Issues

N/A

VI. Link to Current County Policies

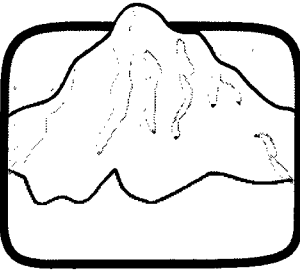
N/A

VII. Citizen Participation

All hearings on the transfer were open to the public. Additionally, the Commissioners are citizen volunteers representing the interests of their jurisdictions. I would not anticipate citizen testimony at the board meeting.

VIII. Other Government Participation

The Commission is a multi-jurisdictional commission serving the cities of Fairview, Gresham, Portland, Troutdale and Wood Village and Multnomah County. Each jurisdiction will hold a hearing on this transfer.



MT. HOOD CABLE REGULATORY COMMISSION

1211 SW Fifth Avenue, Room 1160 • Portland, OR 97204-3711

Phone: (503) 823- 5385 • Fax: (503) 823-5370

Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale and Wood Village

April 24, 1995

TO: MULTNOMAH COUNTY COMMISSIONERS

FROM: MT. HOOD CABLE REGULATORY COMMISSION

**SUBJ.: PROPOSED PARAGON CABLE OWNERSHIP CHANGE;
 HOUSTON INDUSTRIES TO TIME WARNER**

This memorandum, with attachments, recommends that you approve, with conditions, a requested change in ownership of the Paragon Cable franchise from Houston Industries, Inc. to Time Warner, Inc. A recommended model ordinance has been provided to your staff or legal counsel for preparation in proper form and style to accompany this report.

Approval process. Under the Intergovernmental Agreement creating the Mt. Hood Cable Regulatory Commission (MHCRC), transfers of ownership are subject to approval by each of the local jurisdictions which originally issued the cable franchises, including Multnomah County, and the Cities of Fairview, Gresham, Portland, Troutdale, and Wood Village. Analysis of the transaction, and a public hearing (March 20) have already been handled on behalf of the jurisdictions by the MHCRC. The MHCRC has now developed a final recommendation to each of the six jurisdictions which originally issued the franchises. *The final decision is up to the elected members of each jurisdiction. The sale cannot be completed, and the franchises transferred, unless each jurisdiction has voted to approve it.* The process for handling the sale, under new Federal Communications Commission (FCC) rules, must be completed within 120 days from the filing of necessary information with the jurisdictions. Attached to this memorandum is a summary timeline (one page), a financial report from the MHCRC's financial consultant, and copies (three copies per jurisdiction) of the actual FCC Form 394 filing received by the MHCRC on February 21, 1995 from Time Warner.

Background. On Friday, January 27, 1995, Houston Industries Incorporated (Houston) and Time Warner, Inc. announced the sale of Houston's cable properties (operated as a Houston unit called KBLCOM) to Time Warner. Houston's KBLCOM properties include two franchises which provide cable television services to east Portland and east Multnomah County. These franchises were originally granted in 1981 (by the City of Portland) and 1983 (by Multnomah County, Gresham, Fairview, Troutdale and Wood Village) to Rogers Cablesystems of Toronto, Canada. With the approval of all the jurisdictions, they were transferred six years ago to Houston (in March 1989).

Subscribers affected/system overview. The Paragon cable system in Portland and east Multnomah County is available to nearly 220,000 households, and currently includes nearly 114,000 subscribers. Overall, a little more than half of all households in the combined franchise areas subscribe to cable. Paragon provides about 58 channels of cable service, including entertainment, movies, sports, news, local broadcast channels, special events, and community access channels devoted to schools, local government, and public access programming. Houston's entire KBLCOM unit serves nearly 700,000 subscribers in San Antonio and Laredo, Texas; the Minneapolis metropolitan area; and Orange County, California in addition to the Portland area. KBLCOM also owns (with Time Warner) 50% of Paragon Communications which serves approximately 967,000 subscribers including Tampa, Florida (336,000 subscribers) and northern Manhattan, New York (194,000 subscribers).

Why is Houston selling its cable properties to Time Warner? In announcing the sale, Houston Chairman Don D. Jordan said that a substantially greater size will be necessary in the future to compete in the converging world of the cable and telephone industries. Jordan stated that "Time Warner has all these elements plus the leadership to be the preeminent cable/telecommunications company of the future." Houston will use proceeds from the sale to reduce indebtedness (including debt from its original 1989 acquisition of the Rogers systems), improve its balance sheet, and explore other strategic uses.

Why is Time Warner buying Houston's cable properties? Time Warner Chairman and CEO Gerald M. Levin stated that buying KBLCOM from Houston "will accomplish important objectives for Time Warner. First, it expands our cable footprint building on our key geographic cluster strategy. At the same time, we are continuing to add fiber optics throughout our new and existing cable plant. The resulting combination of size, mass and technological superiority will give us several layers of revenue growth. Time Warner Cable is clearly enhancing its standing as the best positioned cable operator with three quarters of our customers located in 30 large groupings of more than 100,000 customers each. These powerful cable clusters will allow Time Warner Cable to offer telephone service, enhanced pay-per-view, launch new program services and give advertisers access to customers with the best demographics. We will also be able to offer innovative and cost efficient interactive programming."

About Time Warner, Inc. Time Warner is one of the largest and most diversified entertainment and communications companies in the world. It owns one of the largest record companies, one of the most prominent movie studios, and is the biggest publisher of magazines in the U.S. It also has interests in programming (HBO), theme parks, and cable networks. In size and scope, Time Warner is larger than the communications empires of Rupert Murdoch (Fox Broadcasting), Sumner Redstone (Viacom), and John Malone (TCI). Not least, through its cable unit Time Warner Entertainment, Time Warner is the second largest cable operator in the nation, after TCI.

What are the main issues in connection with the proposed sale? The MHCRC studied whether Time Warner has the legal, financial, and technical qualifications to meet the requirements of the existing Paragon franchises. The MHCRC issued a Request for Qualifications (RFQ) requesting detailed information on the proposed transaction, on the financing of the transaction, and on Time Warner's experience as a cable operator in other cities. After analyzing this information and negotiating with representatives of Paragon Cable and Time Warner, the MHCRC included in the recommended ordinance conditions to assure that Time Warner will meet all conditions of the franchise agreements, is committed to being locally responsive to the needs and interests of cable subscribers here, and will address and respond to local concerns and complaints. Since a portion of Time Warner Entertainment is owned by U. S. West Communications, the Commission also included a provision to assure that the acquisition would not reduce the potential for competition in the franchise area. Finally, the Commission included a requirement in the recommended ordinance that Time Warner guarantee performance of the franchise at the highest corporate level.

Process and Timeline. Following the public hearing on March 20 (televised live from Troutdale City Hall, with both live and call-in testimony from the public throughout the franchise area) an MHCRC subcommittee reviewed Time Warner's response to the RFQ developed by the Commission, and made a recommendation to the full Commission. On April 17, after hearing a financial and staff report, the MHCRC voted to recommend a model ordinance for consideration by the elected officials of each jurisdiction. Pursuant to federal rules, the MHCRC and local governments should reach a final decision on the transfer by June 20, 1995. See timeline, attached.

Have Time Warner and Paragon accepted the ordinance and conditions recommended by the Commission? Yes, Time Warner and Paragon have stated to MHCRC staff, and on the record at the MHCRC hearing on April 17, that they would agree to accept the ordinance with conditions as developed by the MHCRC. Therefore, if the ordinance is adopted by you in substantially the same form, Time Warner and Paragon are prepared to provide an appropriate acceptance.

When will the actual transfer of ownership occur? Upon receipt of all necessary approvals from local governments, Time Warner and Houston Industries contemplate that the actual ownership transfer should occur by late Summer or Fall, 1995. The parties have set an absolute outside date of February 29, 1996. If the transaction is not completed by that time, then the approval ordinance (and Time Warner's acceptance) will become void.

Attachments.

1. Timeline for Ownership Transfer
2. Financial Report from KFA Services
3. Time Warner FCC Form 394 Filing (three copies per jurisdiction)

**COMMISSION & JURISDICTIONAL CONSIDERATION OF
PARAGON/TIME WARNER
PROPOSED OWNERSHIP TRANSFER**

KEY DATES

January 27, 1995	Agreement announced between Time Warner and Houston Industries for acquisition by Time Warner of Houston's KBLCOM unit (including Portland & Multnomah franchises)
February 21, 1995:	FCC Form 394 received from Paragon/Time Warner; Commission Request for Qualifications (RFQ) released to Paragon/TW
March 20, 1995:	Commission Public Hearing on Transfer
March 29, 1995	Reply to RFQ received from Paragon/TW
April 3, 1995	Regulation Standing Committee meeting ---Initial financial and staff reports received ---Three options reviewed ---Committee agreed to recommend Option #1 (Approve with Conditions); conditions reviewed
April 7 & 10	Supplemental material financial material received from Time Warner
April 11-14	Ordinances drafted and exchanged between Commission staff, Paragon, and Time Warner
April 17, 1995	Regular Commission meeting COMMISSION VOTE RECOMMENDING JURISDICTIONS APPROVE TRANSFER WITH CONDITIONS
May/June 1995	Jurisdictions act on Commission recommendation (Troutdale - May 9, Wood Village - May 10, Gresham - May 16, Multnomah County - May 18, Fairview - June 7, Portland - TBA)
June 20, 1995	120 Days from initial Paragon/TW FCC submission

Mt. Hood Cable Regulatory Commission

**Summary Financial Assessment
In Connection With The
Proposed Paragon Cable TV System Sale**

April 17, 1995

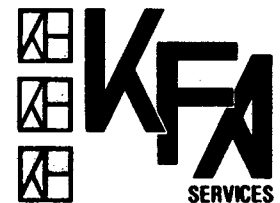


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Objective

- The purpose of this review was to assist the Mt. Hood Cable Regulatory Commission (CRC) in determining whether Time Warner Inc. (the proposed buyer of KBLCOM Inc., including its Portland area system d/b/a Paragon Cable) is financially qualified to receive control of the Portland area system franchises; in particular:
 - Does Time Warner have, or can it obtain, sufficient funds to complete the acquisition and meet all of its Portland area system operating and financial commitments over the next five to ten years?

Review Scope and Key Constraints

- This work was based on a review of documents, financial statements, and responses to information requests provided by Time Warner and Paragon.
 - It was not intended to be an audit or verification of all representations made by Time Warner or Paragon.
 - We did not conduct market surveys, develop economic forecasts, or prepare independent financial projections.
- The work involved review of the proposed transaction and of Time Warner's expectations for the Portland area system, for KBLCOM as a whole, and for a larger entity that will obtain the financing for both this transaction and two other significant transactions.
 - Historical information was available for the Portland area system and for KBLCOM; it was not practical, however, to obtain or review historical information for several other large groups of cable TV systems whose acquisition and operation will be reflected in the proposed financing.
- At this time, the financing for this transaction is being negotiated with potential lenders; amounts and terms of borrowings are not yet fully determined.

Background

The Transaction:

- Time Warner has agreed to purchase all of the stock of KBLCOM from Houston Industries in a deal which the parties value at approximately \$2.2 billion.
 - KBLCOM is the Houston Industries subsidiary that, through its own subsidiaries, controls all of the cable systems that were acquired from Rogers Communications in 1989, including the Paragon Portland area system. In addition, KBLCOM is a 50% partner with a subsidiary of Time Warner in another group of systems. In total, KBLCOM directly controls systems with approximately 680,000 subscribers and is a 50% partner in systems with approximately 970,000 subscribers.
- Since this is a sale of the stock of a parent company, there is no direct or necessary change to the structure or corporate partners of KBL Portland Cablesystems, L.P. and KBL Multnomah Cablesystems, L.P., the partnerships that hold the Paragon Portland area franchises and operate the local system.
 - Time Warner, in its transfer application, did not indicate any planned changes to the structure or ownership of the local entities.

Background

The Buyer:

- Time Warner is a very large media and entertainment conglomerate with extensive holdings and operations in magazine and book publishing, music recording and publishing, film production, television programming, theme parks, and cable TV operations.
- In 1992, Time Warner created Time Warner Entertainment Company, L.P. (TWE), currently a partnership among Time Warner (63.3%), US West (25.5%), and two Japanese companies (11.2%), which, at present, owns and operates substantially all of Time Warner's film production, programming, and cable TV operations.
- Time Warner is publicly owned with total assets of approximately \$16.7 billion (book value), long term debt of approximately \$8.8 billion, and other liabilities of approximately \$6.7 billion. The market value of its common stock is approximately \$14.4 billion.
- Time Warner had 1994 revenue of approximately \$7.4 billion, and a 1994 net loss of approximately \$.1 billion. Cash flow before depreciation, interest, and taxes was approximately \$1 billion in 1993 and \$1.2 billion in 1994.
 - These cash flows have been roughly sufficient to fund capital expenditures and pay interest on debt, but not enough to significantly reduce the debt principal or service larger borrowings.

Background

- TWE, whose financial information is **not** consolidated with Time Warner, Inc., has total assets of approximately \$18.7 billion (book value), long term debt of approximately \$7.2 billion, and other liabilities of approximately \$3.6 billion. 1994 revenue was approximately \$8.5 billion. Cash flow before depreciation, interest, and taxes was approximately \$1.8 billion in 1993 and about the same in 1994.
- Time Warner has recently announced that it plans to sell \$2 - \$3 billion in assets during the next year or two, in order to reduce its debt burden. Negotiations with various parties to sell significant assets has led to an agreement in only one case, providing about \$.2 billion in debt reduction, as of this writing.
- At the end of 1994, Time Warner served approximately 7.5 million cable TV subscribers. With transactions just completed or currently in process, including deals with Advance Publications/Newhouse Broadcasting, Cablevision Industries, Summit Communications and this transaction with Houston Industries, Time Warner would grow to serve more than 11 million subscribers.
 - Unlike its existing cable TV holdings, Time Warner is proposing to own 100% of KBLCOM. TWE would not become the owner and, thus, US West would have no ownership interest in KBLCOM or the Paragon Portland area system.

Background

- Time Warner, however, has also indicated that it would like to create a new, separate company to own all of its cable TV and possible telephone operations. How TWE, KBLCOM, and/or US West might fit into such an enterprise is not at all clear at present.
- Time Warner is a significantly larger and more diversified company than Houston Industries. It is also a much larger and more experienced cable TV operator. It is, however, more highly leveraged, i.e., has more debt in relation to its equity capital. While both companies are perceived as being of upper medium grade “investment quality” financial strength, Time Warner is perceived as slightly less strong than Houston Industries.
 - Time Warner has a Standard & Poor’s ranking of B- versus B+ for Houston Industries.
 - Time Warner’s bond ratings from Moody are generally a notch below Houston Industries bond ratings; Baa3 or Ba1 versus A2 or Baa2.

Background

- **The Financing:**
- Time Warner will compensate Houston Industries for the acquisition of KBLCOM as follows:
 - Houston Industries will receive 1,000,000 shares of Time Warner common stock. At current market price, these shares have a value of about \$40,000,000.
 - Houston Industries will receive 11,000,000 shares of a class of voting preferred stock which is convertible at any time into approximately 22,900,000 shares of common stock. At current market price, such common stock has a value of about \$900,000,000. The preferred stock, however, also has a contractually established liquidation value of \$1,100,000,000 should Time Warner be liquidated or if Time Warner chooses to redeem the preferred stock, which it has the option to do after four or five years.
 - The preferred stock is to receive an annual dividend, for the first four years, of at least \$3.75 per share, approximately \$40,000,000 annually in total. Subsequently, it is to receive dividends in the same amount as may be paid on the equivalent number of shares of Time Warner common stock, i.e., where each share of preferred stock is equivalent to about 2.08 shares of common; at current common stock dividend payout rates, this would be about \$.75 per preferred share.

Background

- Time Warner will refinance all of KBLCOM's existing debt owed to banks or other third parties. Time Warner will also borrow, and pay in cash to Houston Industries, a portion of the amounts which KBLCOM owes to its parent, Houston Industries; Houston Industries will arrange to cancel any remaining amounts it is owed by KBLCOM.
 - The cash payment is about \$1.2 billion less the amounts owed to banks and third parties and after various other adjustments related to closing working capital balances and capital expenditures made prior to closing; at present, it is estimated that the cash payment will be about \$600,000,000 - \$700,000,000.
- Time Warner intends to create a new subsidiary, tentatively called TWI Cable, to own KBLCOM, Cablevision Industries, and Summit Communications and to borrow the necessary funds to obtain and operate all three of these entities.
 - In total, TWI Cable plans to establish a \$4 billion line of credit and initially draw down (borrow) approximately \$2.6 billion of the total available. In addition, TWI Cable would assume existing debt of Cablevision and Summit in an amount of approximately \$.6 billion.
 - TWI Cable will, in turn, lend approximately \$1.2 billion to KBLCOM to pay Houston Industries and KBLCOM's other lenders as indicated above.

Background

Time Warner Future Expectations:

- The ten year financial projections prepared by Time Warner for the Paragon Portland area system indicate that the system will generate sufficient cash to meet all obligations to unrelated parties, including franchise fees and local origination commitments, other operating expenses, and capital construction and equipment expenditures. No debt service (interest and/or principal payments) is explicitly scheduled; however, all excess cash is assumed to be paid to the parent company, KBLCOM, which would be used to help meet KBLCOM's cash requirements.
- The projections assume that Paragon's local market penetration (subscribers as a percentage of homes passed by cable) will grow from approximately 52% currently to approximately 64% in ten years. This is somewhat optimistic since Paragon's actual penetration has been $50\% \pm 2\%$ for each of the past five years. It is, however, not inconsistent with more recent growth trends and national penetration growth estimates.
- Subscriber rates, and overall revenue per subscriber, are assumed to grow at roughly the rate of inflation, between 3% and 4% per year. This is consistent with the current FCC rate regulation framework.

Background

- Certain other operating and capital cost assumptions underlying the projections appear optimistic, but not impossible to achieve. More importantly, even with more conservative assumptions, the local system would not require cash infusions from its parent.
- In general, the projections assume “business as usual”; addition of new types of services or revenue, such as telephony, is not assumed although Time Warner does anticipate such enhancements as technology and the legal environment permit.
 - Nor have impacts of possible future competition or any major shift in the nature of the business been incorporated.
- At the KBLCOM level, reflecting the other former Rogers’ systems as well as the existing 50% Time Warner joint venture, Time Warner anticipates substantially increased capital expenditures as it upgrades its systems over the next six years to support new cable services, telephony, and possible other new interactive services.
 - Similar to the Paragon Portland area system projections, Time Warner anticipates steadily increasing market penetration. It, however, also expects more rapidly growing revenue per subscriber, approximately 10% annually, consistent with the addition of new services and revenue streams.

Background

- Time Warner also anticipates that KBLCOM will generate sufficient cash to meet operating and capital expenditure requirements. It does **not**, however, expect that cash flows will be sufficient to pay all the interest on KBLCOM's \$1.2 billion debt to its parent, TWI Cable, or repay any principal for approximately five years. Thus, the intercompany "debt" would be allowed to grow to approximately \$1.4 billion before cash flows would be sufficient to begin reduction of the debt.
- At the TWI Cable level, Time Warner anticipates a similar, albeit slightly more conservative, operating and capital expenditure scenario as at the KBLCOM level; KBLCOM represents about half of TWI Cable's operations.
- Again, TWI Cable would be able to meet its operating and capital expenditure needs, but would not be able to fully service its debt during the next five years. Thus, its debt, including new bank loans and existing debt being assumed, would grow from approximately \$3.3 billion to about \$3.7 billion. What might happen beyond the first five years - debt repayment, restructuring, or refinancing - is not clear at this time.

Overall Conclusions

Does Time Warner have, or can it obtain, sufficient funds to complete the acquisition and meet all of its Portland area system operating and financial commitments over the next five to ten years?

- TWI Cable, with the support of Time Warner, Inc., should be able to obtain the financing to complete this purchase transaction.
 - The value of this and the other proposed systems being acquired, and the operating cash flows anticipated, should be sufficient to meet bank required leverage (debt to equity or debt to cash flow) and coverage (cash flow to interest) ratios.
 - At this time, negotiations are underway with potential lenders and the final amounts, terms, and conditions could differ from Time Warner's expectations; however, if anything, the lenders might require Time Warner to commit more equity to the transactions and borrow less, i.e., TWI Cable would be financially stronger than is presently contemplated.
- Essentially all of the initial capital proposed to be invested in TWI Cable and KBLCOM will be needed to make purchase payments or pay off existing debt. Thus, funds required to meet all future financial obligations must be generated from operating revenues or be obtained by additional funding from external sources.

Overall Conclusions

- As discussed earlier, even with conservative assumptions regarding future operations, operating revenues should exceed amounts required for operating expenses, including franchise fees and other franchise commitments, and planned capital expenditures. Remaining cash flows will not, however, be sufficient to also service the contemplated debt; additional borrowings will be required for some years.
 - Nor will cash flows available from TWI Cable be sufficient to pay dividends on the preferred stock being issued in this transaction and the Cablevision and Summit transactions. However, such obligation rests on Time Warner as a whole and can be deferred if cash is not available to support the dividends.
- Thus, the primary financial risk is that of difficulties in borrowing as much capital as desired and, eventually, in reducing or refinancing debt. This could lead to attempts to reduce service levels or retreat from franchise obligations in order to make additional funds available. There are a number of options, however, that may mitigate difficulties:
 - Time Warner has very substantial non-cable TV assets which could be sold and the proceeds used to reduce debt.
 - Time Warner has access to public capital markets which could be used to raise funds and, again, reduce bank debt.

Overall Conclusions

- Time Warner could sell some of the cable TV systems now being acquired, or invite others to invest in partial ownership of the systems as it did with TWE, in order to raise equity funds and reduce debt burdens.
- In summary, while we believe Time Warner has the capacity to successfully finance and operate the Paragon Portland area system over the next five to ten years, it will probably require the resources of, and a commitment by, the ultimate parent of the local system, i.e., Time Warner, Inc., to ensure such success.
 - The CRC and the franchising jurisdictions should, therefore, require a franchise performance guarantee from Time Warner, Inc. as a condition to approval of the transfer.
 - Such a guarantee would allow the CRC and the franchising jurisdictions to release Houston Industries from its current guarantee, instituted when the system was transferred to Houston Industries' control six years ago.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. 817

An ordinance approving the transfer of Cable Franchise from Paragon Cable to Time Warner, Inc., and declaring an emergency.

Multnomah County ordains as follows:

Section I. Findings

A. Time Warner Inc. ("TWI" or "Transferee ") has agreed to acquire KBLCOM Incorporated ("KBLCOM") pursuant to an Agreement and Plan of Merger, dated January 26, 1995, among TWI, KBLCOM, KBLCOM's parent Houston Industries Incorporated ("HII"), and TW KBLCOM Acquisition Corp.; and

B. HII and KBLCOM presently own and control cable franchises originally issued by the City of Portland to Rogers-Portland Cablesystems (1981), now KBL Portland Cablesystems L.P. dba Paragon Cable ("Portland franchise") and by the County of Multnomah and the Cities of Fairview, Gresham, Troutdale, and Wood Village ("the Multnomah Jurisdictions") to Rogers-Multnomah Cablesystems (1983), now KBL Multnomah Cablesystems L.P. dba Paragon Cable ("Multnomah franchise"). The Portland franchise and Multnomah franchise as originally issued required the ultimate corporate parent, Rogers Communications, Inc., ("RCI") to serve as a guarantor of performance under the franchises; and

C. The Portland and Multnomah franchises were transferred in 1989 to HII and KBLCOM, dba Paragon Cable, with the approval of the

1 City of Portland (Ord. No. 161629 dated February 15, 1989) and the
2 Multnomah Jurisdictions (Consent and Guaranty Agreement executed
3 March 14, 1989). The transfer of the Portland franchise and the
4 Multnomah franchise to HII, KBLCOM, et al. included various
5 franchise revisions and modifications agreed to by HII, KBLCOM, the
6 City of Portland, the Multnomah Jurisdictions, and all other
7 relevant parties. The City of Portland and the Multnomah
8 Jurisdictions agreed at that time to accept the guaranty of HII as
9 a substitute for the guaranty of RCI under the respective
10 franchises; and

11 D. Section 1.5 of the Portland franchise (Ord. No. 151208)
12 prohibits a transfer of control without the prior consent of the
13 City of Portland expressed by ordinance. Section 1.6 of the
14 Portland franchise provides that the City of Portland may condition
15 a transfer upon such terms and conditions as the City deems
16 appropriate in order to insure proper construction and operation of
17 the system; and

18 E. Section 3.7 of the Multnomah franchise provides that a
19 change in control renders the franchise subject to revocation
20 unless and until the Multnomah Jurisdictions give prior written
21 consent, and further provides that the Jurisdictions may make their
22 approval of a change in control subject to any conditions they deem
23 appropriate; and

24 F. The process utilized in reaching a decision on the
25 proposed transfer of ownership of the Paragon cable system is
26 subject to the requirements of the Cable Communications Policy Act

1 of 1992 ("1992 Cable Act"), and applicable implementing regulations
2 of the Federal Communications Commission ("FCC"). Among other
3 things, these requirements and regulations require that franchising
4 authorities have a maximum of 120 days from the submission of FCC
5 Form 394, together with all information required pursuant to
6 applicable franchise agreements, to render a final decision on a
7 transfer request. Unless mutually extended, the 120 day federal
8 deadline will expire locally on June 20, 1995; or 120 days from
9 February 21, 1995 when TWI's FCC Form 394 with accompanying
10 exhibits was submitted to the Mt. Hood Cable Regulatory Commission
11 ("Commission"); and

12 G. The Commission represents the Cities of Fairview,
13 Gresham, Portland, Troutdale, and Wood Village and the County of
14 Multnomah ("the Jurisdictions"). The Commission was created by an
15 Intergovernmental Agreement (dated 12/24/92) among the
16 Jurisdictions. As set forth in the Intergovernmental Agreement
17 ("IGA") establishing the Commission (Section 4.B.2.): "(a)ny
18 decision concerning a change of ownership or control of a cable
19 communications system or a Grantee" is an area where the
20 Jurisdictions have reserved full authority to act on their own
21 behalf. However, each Jurisdiction has agreed "to take no action
22 in these areas until the Commission has had a prior opportunity to
23 consider the matter." (IGA §4.B.) Thus, the Commission acts in an
24 advisory capacity to the Jurisdictions in connection with the
25 Applicant's proposed transfer of system ownership and control; and

26 H. The Commission receives staff support from the City of

1 Portland Office of Cable Communications and Franchise Management
2 ("Cable Office"). The Cable Office with the assistance of
3 financial consultant KFA Services and Commission legal counsel has
4 studied the qualifications of TWI to assume ownership and operation
5 of the Portland and Multnomah franchises and applicable regulatory
6 framework, as set forth in the Commission Request for
7 Qualifications dated February 17, 1995 ("RFQ"). After studying
8 TWI's FCC Form 394 submittal, and TWI's response to the RFQ, the
9 Cable Office concluded that the qualifications of TWI were adequate
10 to ensure the performance of the franchises, subject to certain
11 conditions. The Cable Office has recommended such conditions to
12 the Commission; and

13 I. The Commission has received an initial FCC Form 394
14 filing with exhibits from TWI (February 21, 1995), held a public
15 hearing (March 20, 1995), received TWI's response to the
16 Commission's RFQ (March 29, 1995), and held a meeting of the
17 Commission's Regulation Standing Committee which reviewed potential
18 options and conditions in connection with the proposed transfer of
19 control to TWI. The Commission held a work session on April 17,
20 1995 to review this material and make a recommendation to the
21 Jurisdictions. The Commission has recommended that the
22 Jurisdictions approve the transfer of control subject to certain
23 conditions; and

24 J. The County of Multnomah should approve the transfer of
25 control of the Paragon Portland (Paragon Multnomah) franchises to
26 TWI subject to the formal acceptance by TWI, KBLCOM Incorporated,

1 KBL Portland Cablesystems L.P./dba Paragon Cable, and KBL Multnomah
2 Cablesystems L.P./dba Paragon Cable of the conditions set forth in
3 this ordinance.

4 Section II. Approval

5 The County of Multnomah (hereafter: the Franchise Authority)
6 approves the transfer of control of KBL Multnomah Cablesystems L.P.
7 dba Paragon Cable (hereafter: the Franchisee) including its
8 partners and parent organization KBLCOM Incorporated, to Time
9 Warner Inc. (hereafter: the Transferee) subject to the following
10 conditions:

11 A. Compliance with franchise. The Transferee, in its role
12 as guarantor of franchise obligations, shall comply, and shall
13 cause the Franchisee to comply, with the lawful requirements of the
14 Multnomah franchise, including all applicable ordinances, orders,
15 contracts, and regulatory actions taken pursuant thereto, including
16 but not limited to Public, Educational, and Governmental (PEG)
17 access support requirements and the various settlement agreements
18 and transfer ordinances set forth in the Acceptance attached hereto
19 as Exhibit A, in all respects and without exception.

20 B. Acknowledgment of regulatory requirements. The
21 Transferee acknowledges that the Franchise Authority has made a
22 good faith effort in the time available to provide the Transferee
23 with as complete information as possible concerning the
24 franchise(s) and all related regulatory requirements taken pursuant
25 thereto. The Transferee acknowledges that a failure by the
26 Franchise Authority to provide information or references to any

1 lawful Portland or Multnomah franchise requirement does not affect
2 the ability of the Franchise Authority to fully enforce such
3 requirement, or the Transferee's obligation to abide by such
4 requirement.

5 C. Transferee acceptance. The Transferee shall fully
6 accept, as guarantor, the lawful provisions of the Portland and
7 Multnomah franchises in accordance with the applicable terms
8 thereof. HII shall be released as guarantor when and only when
9 Transferee's Acceptance and Guaranty has been fully executed and
10 returned to the Franchise Authority and the acquisition of KBLCOM
11 Incorporated by TWI has closed, subject to the provisions of
12 Section 2, paragraph 10 and 11 hereof. The Transferee's acceptance
13 shall be in the form attached to this ordinance as Exhibit A.

14 D. Documentation of Transferee's financing. The Transferee
15 shall provide to the Mt. Hood Cable Regulatory Commission
16 ("Commission") on behalf of the Franchise Authority final copies of
17 the Transferee's loan agreements and all financing documents
18 related to this transaction. The completeness of the documentation
19 provided by Transferee under this Section shall be subject to
20 reasonable review and approval by the Commission. Transferee
21 agrees to provide further documentation upon a determination by the
22 Commission that the documentation provided by Transferee under this
23 section is incomplete. The Commission shall use best efforts to
24 provide confidential treatment, to the extent lawful, of any
25 information identified as confidential by the Transferee, and shall
26 notify the Transferee of any request to disclose such information.

1 The Franchise Authority may terminate the approval of the transfer
2 of the Portland or Multnomah franchise herein if the Franchise
3 Authority finds that the structure and terms of the Transferee's
4 financing are substantially different from the proposed financing
5 relied upon by the Franchise Authority in analyzing this
6 transaction, and that such difference could materially and
7 adversely affect the interests of the Franchise Authority and
8 Transferee's subscribers.

9 E. Reimbursement of costs. The Transferee shall, upon
10 invoice from the Commission, reimburse all direct costs of the
11 Commission and the Franchise Authority incurred in analyzing and
12 taking action on Transferee's request for approval of a change in
13 control of the franchise. Such costs may include, but are not
14 limited to, costs of financial consulting, legal counsel, printing,
15 and any publication. The Transferee acknowledges that due to its
16 status as an applicant and not as a cable operator the amounts
17 reimbursed in such transfer-related costs do not represent
18 franchise fees, and shall in no way modify or otherwise affect the
19 franchisee's obligation to pay franchise fees as provided under the
20 Portland or Multnomah franchise agreements.

21 F. Relation of transfer to Paragon/Portland and
22 Paragon/Multnomah renewal processes. The Transferee acknowledges
23 that the Franchise Authority, acting through the Commission, is
24 presently engaged in considering the proposed renewal of the
25 Portland and Multnomah franchise agreements, pursuant to the
26 provisions of applicable federal law and local agreements between

1 and among Paragon/Portland, Paragon/Multnomah, and the Commission.
2 The Transferee acknowledges that the Transferee will in good faith
3 carry forward this process, and abide by any and all lawful
4 agreements reached prior to final effective transfer of the
5 Portland and Multnomah franchises to Transferee.

6 G. Transferee responsible for any non-compliance by
7 franchisee. The Transferee acknowledges that the legislative
8 history of the 1992 Cable Act contemplates that the Franchise
9 Authority should address any deficiencies in service, including
10 non-compliance, at the time of transfer. The Transferee further
11 acknowledges that a performance evaluation of the compliance of
12 Paragon/Portland and Paragon/ Multnomah, KBLCOM, and Houston
13 Industries Incorporated in meeting franchise requirements is to be
14 developed as part of the renewal processes referred to in Section
15 6 hereof, but is not complete at the date of passage of this
16 ordinance. The Transferee agrees to assume responsibility for any
17 and all non-compliance under the Portland or Multnomah franchises
18 that may now exist or may later be discovered to have existed
19 during the term of the franchise(s).

20 H. Competition issues among Transferee and US WEST
21 Communications. The Commission has advised Transferee that US WEST
22 Communications, Inc. ("US WEST") has filed a Section 214
23 application with the Federal Communications Commission ("FCC") to
24 construct a video dialtone platform to provide broadband
25 telecommunications applications, including video programming, in
26 substantial portions of the franchise areas which are the subject

1 of this transfer ordinance. Transferee acknowledges that US WEST's
2 broadband video dialtone platform, if approved by the FCC and
3 constructed by US WEST, may provide a competitive alternative to
4 the cable services provided in the franchise areas by the
5 Transferee following final transfer of the Portland and Multnomah
6 franchises. Transferee further acknowledges that US WEST owns a
7 substantial portion of Transferee's affiliate, Time Warner
8 Entertainment Company, L.P. Transferee further acknowledges that
9 the public record of this proceeding reflects concern that US
10 WEST's interest in Transferee's affiliate may reduce the likelihood
11 that customers in the franchise area could enjoy the benefits of
12 two competitive, broadband video communications networks.
13 Accordingly, Transferee agrees to abide by the following
14 conditions:

15 (a) Transferee will not establish any corporate or
16 management structure for the Portland or Multnomah franchises
17 that involves any degree of common management or control, or
18 structural clustering, with the cable systems of Transferee or
19 Transferee's affiliates in which US WEST has an ownership
20 interest;

21 (b) Any proposal by Transferee to establish such common
22 management or control, or structural clustering with cable
23 systems in which US WEST has an ownership interest shall make
24 the Portland and Multnomah franchise agreements subject to
25 revocation unless approved in advance by the Franchise
26 Authority.

1 (c) Transferee will not refrain from providing any
2 services authorized by the terms of the Portland and Multnomah
3 franchises due to any affiliations or common interests of
4 Transferee and US WEST.

5
6 Nothing in this section is intended to require the Transferee
7 to initiate or maintain structural or management arrangements
8 that exceed the requirements of applicable federal and state
9 law.

10 I. Anti-trafficking provisions. Transferee acknowledges that to
11 the extent applicable this transaction is subject to the anti-
12 trafficking provisions of the Cable Television Consumer Protection
13 and Competition Act of 1992, and that the Transferee will fully
14 comply with these requirements and applicable FCC implementing
15 regulations.

16 J. Written acceptance. (a) This ordinance shall not be
17 effective until accepted in writing by Transferee, KBLCOM
18 Incorporated, KBL Portland Cablesystems L.P./dba Paragon Cable, and
19 KBL Multnomah Cablesystems L.P./dba Paragon Cable. The acceptance,
20 which shall be contingent upon final closing of the transaction
21 described in Section 1, paragraph 1 hereof, shall be substantially
22 similar in form to that attached hereto as Exhibit A.

23 (b) Within thirty days after passage of this ordinance by the
24 Board, Transferee shall file in the Office of the Clerk of the
25 Board of the County of Multnomah such written acceptance of
26 this ordinance meeting the approval of the County Counsel for

1 the Franchise Authority.

2 (c) A failure on the part of Transferee to file such written
3 acceptance within such time shall be deemed an abandonment and
4 rejection of the rights and privileges conferred hereby and
5 this ordinance shall thereupon be null and void. Such
6 acceptance shall be unqualified and shall be construed to be
7 an acceptance of all the terms, conditions and restrictions
8 contained in this ordinance.

9 K. The Transferee has notified the Franchise Authority that
10 this transaction must reach final closure not later than February
11 29, 1996. In the event the parties are unable to reach closure by
12 that time on the acquisition of KBLCOM Incorporated by TWI, then
13 the parties shall so notify the Franchise Authority. Upon receipt
14 of such notification, this ordinance, together with the written
15 acceptance required under Section 2, paragraph 10 hereof, shall be
16 null and void.

17 Section III. Declaring an Emergency

18 This Ordinance, being necessary for the health, safety, and
19 welfare of the people of Multnomah County, an emergency is
20 declared, and the Ordinance shall take effect upon its execution by
21 the County Chair, pursuant to Section 5.50 of the Charter of
22 Multnomah County.
23
24

25 ADOPTED this 18th day of May, 1995, being
26

the date of its First reading before the Board of County
Commissioners of Multnomah County, Oregon.



Beverly Stein

Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

Katie Gaetjens

Katie Gaetjens
Assistant County Counsel

EXHIBIT A
ACCEPTANCE AND GUARANTY

Office of the Clerk of the Board of County Commissioners
1120 SW Fifth Avenue
Portland, OR 97204

This is to advise the County of Multnomah, Oregon, that we, the undersigned hereby accept the terms and provisions applicable to us of Ordinance No. 817, passed by the Board on May 18, 1995, consenting to change in control of KBL Portland Cablesystems, L.P. and KBL Multnomah Cablesystems, L.P., dba Paragon Cable, to Time Warner Inc., with conditions. Subject to final closure of the acquisition of KBLCOM Incorporated by Time Warner, Inc., we accept the terms and provisions applicable to us of:

I. Paragon/Multnomah

- (1) The Cable Communications Service Franchise Agreement (including attachments, variances and policies) adopted in ordinances and resolutions passed by each of the Jurisdictions in 1983, and as amended from time to time.
- (2) The Intergovernmental Agreement among Fairview, Gresham, Wood Village, Troutdale and Multnomah County creating the Multnomah Cable Regulatory Commission, as ratified on September 30, 1982 and amended on May 16, 1983.

05/11/95:1

- (3) The agreement between Multnomah Cable Access Corporation and Rogers Cablesystems Multnomah East signed October 17, 1984.
- (4) The Agreement on Settlement of Certain Cable Franchise Obligations, including Amendments to Cable Communication Service Franchise Agreement (Attachment A); Cable Franchise Consent and Guaranty Agreement; and related letters of agreement between and among the Multnomah Cable Regulatory Commission, Rogers Cablesystems, and Houston Industries, Incorporated (February and March, 1989)
- (5) All applicable orders and contracts adopted and regulatory actions taken pursuant to the above-cited items.

II. Paragon/Portland

- (1) the Paragon/Portland Franchise granted by Ordinance No. 151208 (passed by the Portland City Council March 4, 1981);
- (2) the Charter and general ordinance provisions of the City of Portland; and specifically Title 3, Chapter 3.114 and Chapter 3.115 of the Portland City Code, setting forth the authority and duties of the Office of Cable Communications and Franchise Management (Cable Office), and the Cable Communications Regulatory Commission (PCRC);

- (3) the Community Access Operating Agreement, dated January 16, 1984, authorized by Ordinance No. 155226 (passed by the Council October 20, 1983);
- (4) "Agreement on Settlement of Certain Cable Television Obligations" (City of Portland/Rogers) (March 13, 1989);
- (5) Consent to change in control of Rogers-Portland Cablesystems to KBL Cable, Inc. with conditions (Ordinance No. 161629, passed by the Portland City Council February 15, 1989); and
- (6) all applicable ordinances, orders, contracts, and regulatory actions taken, passed, entered into, or adopted by the City of Portland, the Portland Cable Regulatory Commission, or the Mt. Hood Cable Regulatory Commission pursuant to the above-cited items.

III. Mt. Hood Cable Regulatory Commission

- (1) Intergovernmental Agreement (dated 12/24/92) among the City of Fairview, Gresham, Portland, Troutdale, Wood Village and the County of Multnomah;
- (2) all applicable orders, contracts, and regulatory actions

taken, passed, entered into, or adopted by the Mt. Hood Cable Regulatory Commission, including, without limitation, the Agreement on Franchise Renewal Costs and Franchise Modifications (Paragon/MHCRC) effective June 21, 1994.

and in consideration of the benefits to be received thereunder, the undersigned hereby agree to guarantee performance by KBL Portland Cablesystems, L.P. and KBL Multnomah Cablesystems, L.P., dba Paragon Cable ("Franchisee") and its successors of all of Franchisee's obligations, and to abide by each and every term of the franchises and related documents specified herein, and to guarantee individually and severally performance by Franchisee of all of Franchisee's obligations under the franchises and related documents, and to perform those obligations on Franchisee's behalf, if so ordered by Mt. Hood Cable Regulatory Commission or this County Board, in the event Franchisee for any reason fails to perform them.

KBL PORTLAND CABLESYSTEMS, L.P./dba PARAGON CABLE

BY


TITLE

Senior Vice President, General Counsel and Corporate Secretary
for KBL Cablesystems of the Southwest, Inc. - General Partner


DATE

May 25, 1995

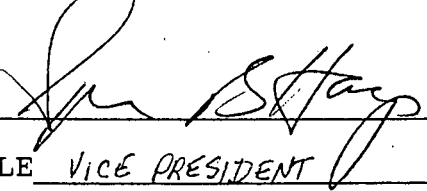
KBL MULTNOMAH CABLESYSTEMS, L.P./dba PARAGON CABLE

BY 
Senior Vice President, General Counsel and Corporate Secretary
TITLE of KBL Cablesystems of Multnomah, Inc. - General Partner
DATE May 25, 1995

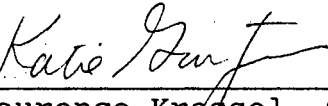
KBLCOM INCORPORATED

BY 
TITLE Senior Vice President, General Counsel and Assistant
Corporate Secretary
DATE May 25, 1995

TIME WARNER INC.

BY 
TITLE VICE PRESIDENT
DATE JUNE 6, 1995

REVIEWED:

By 
Laurence Kressel, County Counsel
For Multnomah County, Oregon

Meeting Date: MAY 18 1995
Agenda No.: R-4

(Above space for Clerk's Office Use)

TIME CERTAIN REQUEST 11:00AM

AGENDA PLACEMENT FORM

SUBJECT: Resolution to Place a Moratorium on Multnomah County Charitable Giving Campaign Applications

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: May 18, 1995

Amount of Time Needed: 5-10 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair's Office

CONTACT: JoAnn Allen TELEPHONE #: x3308

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: JoAnn Allen

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Resolution placing a moratorium on adding additional funds/federations to the Multnomah County Combined Charitable Giving Campaign while the Campaign Management Council reviews Ordinance 718 and the Campaign's Administrative Rules.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

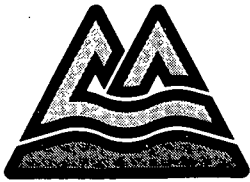
DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Copy of Resolution 95-109 sent to JoAnn Allen & Theresa Sullivan on 5-23-95.

BOARD OF
COUNTY COMMISSIONERS
1995 MAY 11 PM 12:04
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

To: Board of County Commissioners

From: JoAnn Allen, Chair's Office

Date: May 11, 1995

Requested Placement Date: May 18, 1995

RE: Combined Charitable Giving Campaign

I. Recommended/Action Requested:

Approve Resolution placing a moratorium on adding additional funds/federations to the Multnomah County Combined Charitable Giving Campaign.

II. Background/Analysis:

The Campaign Management Council as ordained in Ordinance 718 is the managing body that ensures that participating funds and federations meet the criteria set forth in the ordinance. Currently there are six funds/federations participating in the County's campaign. This is considered a large campaign. The Campaign Management Council is concerned with the amount of additional responsibilities that could potentially come with adding more funds/federations.

The Campaign Management Council is in the process of reviewing Ordinance 718 and Campaign Administrative Rules. However, the application process that usually takes place by June 1 needs to be put on hold until the Council can have reviewed the Ordinance for possible amendments.

III. Financial Impact:

This action will potentially save the County some dollars in employee time spent on managing the campaign.

IV. Legal Issues: None that we are aware of.

V. Controversial Issues: None that we are aware of.

VI. Link to Current County Policies: Is consistent with County policy.

VII. Citizen Participation: None

VIII. Other Government Participation: The Council is planning to use the State of Oregon's campaign rules as a model.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Placing a Moratorium)
on Adding Additional Funds/Federations)
to the Multnomah County Combined Charitable) R E S O L U T I O N
Giving Campaign Effective Until Ordinance 718) 95-109
Is Amended)

WHEREAS, the 1995 Multnomah County Combined Charitable Giving Campaign has begin;
and

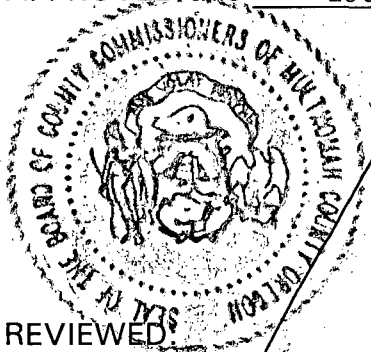
WHEREAS, the Campaign Management Council is reviewing Ordinance 718 and
Administrative Rules for proposed amendments; and

WHEREAS, the Campaign Management Council has, due to administrative concerns and
payroll system capacity, recognized the need to limit the number of participating
funds/federations.

NOW, THEREFORE, IT IS RESOLVED that a moratorium is placed on adding additional
funds/federations to the Multnomah County Charitable Giving Campaign; and

IT IS FURTHER RESOLVED that the moratorium will be in effect until such time as Ordinance
718 is amended.

APPROVED, this 18th day of May, 1995.



MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED
LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By 

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Placing a Moratorium)
on Adding Additional Funds/Federations)
to the Multnomah County Combined Charitable) R E S O L U T I O N
Giving Campaign Effective for One Year) 95-109

WHEREAS, the 1995 Multnomah County Combined Charitable Giving Campaign has begun;
and

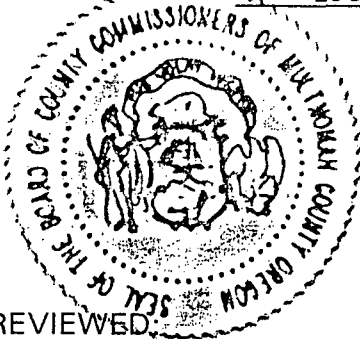
WHEREAS, the Campaign Management Council is reviewing Ordinance 718 and
Administrative Rules for proposed amendments; and

WHEREAS, the Campaign Management Council has, due to administrative concerns and
payroll system capacity, recognized the need to limit the number of participating
funds/federations.

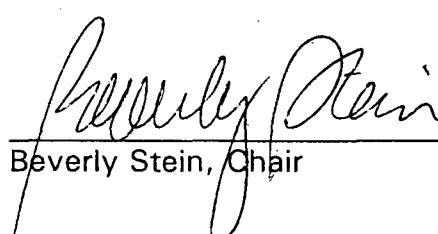
NOW, THEREFORE, IT IS RESOLVED that a moratorium is placed on adding additional
funds/federations to the Multnomah County Charitable Giving Campaign; and

IT IS FURTHER RESOLVED that the moratorium will be in effect for one year.

APPROVED this 18th day of May, 1995.



MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By 

MEETING DATE: MAY 18 1995

AGENDA NO: R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution In the Matter of Constructing Additional Beds For the Multnomah County Juvenile Justice Complex

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: May 18, 1995

Amount of Time Needed: 15 minutes

DEPARTMENT: Non-departmental

DIVISION: Commissioner Saltzman

CONTACT: Mark Wiener

TELEPHONE #: 248-5220

BLDG/ROOM #:

PERSON(S) MAKING PRESENTATION: Commissioner Dan Saltzman

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Currently, construction of Multnomah County's new juvenile detention facility will not fully accommodate the needs that we can reasonably expect. With the County's construction contractors on site now, it affords us the opportunity for significant savings if we decide to increase the number of beds now. The Board of County Commissioners has already resolved to build at least 32 additional beds, with another 32 contingent on a lease agreement with the state to use those beds. This resolution calls for the construction of all 64 additional beds for the Juvenile Detention Home, notwithstanding any agreement with the State. It also directs the Multnomah County Juvenile Justice Division to develop an alternative plan for the use of the final 32 beds, should an agreement with the State not be concluded.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Dan Saltzman

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Postponed indef.

1995 MAY 11 11:44 AM
MULTNOMAH COUNTY
CLERK OF BOARD OF COMMISSIONERS
OREGON



DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER DAN SALTZMAN *D. S.*

TODAY'S DATE: MAY 11, 1995

REQUESTED PLACEMENT DATE: MAY 18, 1995

RE: Resolution In the Matter of Constructing Additional Beds For the
Multnomah County Juvenile Justice Complex.

I. Recommendation/Action Requested:

Approval of resolution.

II. Background/Analysis

Both Multnomah County's and the region's need for secure juvenile detention beds has increased steadily. However, capacity has not kept pace: there has been no major changes to the Donald E. Long Home for 45 years. While we are in the process of constructing a new facility, the original plans reflected no increase in beds; it certainly would not have fully accommodated the needs that we can reasonably expect. Additionally, the County's construction contractors being on site now, affords us the opportunity for significant savings if we decide to increase the number of beds now. Increasing capacity now will also enable Multnomah County to take a leadership role in the regionalization of juvenile justice services.

For those reasons, the Board of County Commissioners resolved to construct an additional pod of 32 beds. The Board also resolved to build a second additional pod of 32 beds, contingent on successfully concluding a lease agreement for those beds with the state. That agreement has not yet been satisfactorily concluded. However, in order to realize the savings on construction the County must make a decision on constructing the second additional pod now.

Because there are significant, constructive public safety uses for the entire 64 additional beds even without state participation, this resolution calls for the construction of the full complement of 64 additional beds for the Multnomah County Juvenile Justice Complex, notwithstanding an agreement with the state. The resolution also directs the Multnomah County Juvenile Justice Division to develop a plan for alternative uses of the final 32 additional beds in the event that agreement with the State is not reached. Uses to be considered should include, but not be limited to, expansion of the AITP , increased beds for parole/probation violations, other residential programs and increased regional participation in the facility.

III. Financial Impact

Constructing the full 64 additional beds now would reflect an approximate \$800,000+ savings over constructing only 32 additional beds now, and the final additional 32 beds in two years.

IV. Legal Issues

None

V. Controversial Issues

The decision to build in anticipation of demand may be controversial.

VI. Link to Current County Policies:

This resolution conforms with County policy to maximize our capital investments, appropriate co-location of County services, and pursuing regional approaches to regional problems.

VII. Citizen Participation:

Public testimony at Board hearing.

VIII. Other Government Participation:

Nearby county governments and the State of Oregon have been consulted as potential regional partners in the construction and use of the expanded facility.



DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

M E M O R A N D U M

TO: Board of County Commissioners

FROM: Dan Saltzman *D.S.*

DATE: May 1, 1995

SUBJECT: R-11: Why Build the Final Pod (Pod F - 32 Beds) at the New Juvenile Justice Complex

I believe that the full build-out now of an additional 64 beds (Pods E & F) for the new Juvenile Justice Complex is our most responsible and prudent alternative for addressing our needs for juvenile detention facilities. I have come to this conclusion through consideration of three basic issues: cost savings, regional opportunities and the need for additional space.

Another factor is that this is the first time in 45 years that we have made major changes to our juvenile detention facility. While it is fine to speculate on coming back later and adding more beds, the reality is that it doesn't happen very easily or very often. Our experience with other correctional facilities suggests it is more likely that we find ourselves driven to tools such as classification systems, matrixing and community programs as "pressure valves" for insufficient detention resources, instead of as considered, proactive policy choices. It is a situation I believe we must avoid.

COST SAVINGS

My discussions with Hoffman Construction and our own facilities people have reinforced the fact that significant dollars can be saved by building additional space while the firm is still on site. But what I found especially persuasive is that the most significant savings are found by constructing both Pods E & F, as opposed to just Pod E. If one assumes the eventual need for both pods, we would save an estimated \$800,000+ by constructing them both now, instead of just one.

There are several reasons: Building Pod F later would require demolishing and rebuilding the outdoor basketball courts, breaking through then rebuilding the outer security wall and spending approximately \$90,000 in redundant overhead costs. Another factor is losing the advantage of a number of "locked in" subcontracts for fixtures and building materials that have already seen dramatic price increases.

Another factor that must be considered is the effect of a very hot market for construction in general, and for these sorts of facilities in particular. The longer we wait to build the final pod, the more intense the upward pressure on prices will be. There are a limited number of firms with the expertise required to build correctional facilities, and there is every reason to expect that their prices will reflect the growing competition for their services.

Finally, these cost savings could be further increased by rolling our Certificates Of Participation costs into the next General Obligation bond. Commissioner Collier will be proposing amendments that would enable us to do that.

It is also important to note that deciding to build both pods now still affords us a six month window to decide the ultimate configuration of Pod F. Hoffman says that we could make alterations to the interior plan as late as October. This means that we will have sufficient time to determine the best use of Pod F while garnering the full savings of building now. Options could include the Mental Health Triage Center, shelter care (as we developed plans for earlier), additional Juvenile Parole/Probation Violation beds, beds that would also be appropriate for state lease, etc.

REGIONAL OPPORTUNITIES

Juvenile Justice is only one of the areas in which we have a goal for regionalizing our approach. Building both pods now offers us a very rare opportunity to show we are in earnest about accomplishing that goal.

The fact is that by creating the capacity for a regional juvenile justice facility, we will create the reality of a regional juvenile justice facility.

As Commissioner Collier so succinctly put it, it is difficult to contemplate our colleagues from neighboring counties spending the tremendous time, effort and resources to site, design and build juvenile justice facilities of their own if the capacity already exists at our new complex.

Based on my conversations Hoffman Construction (who is building Washington County's new justice complex), I believe that is especially true in Washington County. Initially, they believed that they would be able to accommodate future juvenile detention needs in their new facility. It is becoming apparent that option will be very difficult, making increased participation in our facility much more desirable.

In considering the question of additional beds generally, there has been some concern about the "If you build it, they will come" scenario. In the case of regionalizing juvenile justice it is true: if we build it, they *will* come. And we want them too.

NEED FOR ADDITIONAL SPACE

Above I have outlined a number of arguments for building the full complement of 64 additional beds now instead of later. These arguments rely on one key question: do we anticipate the need for all 64 beds soon enough that it makes sense to build them now?

There are a number of policy issues and scenarios that have an impact on this question. Taken as a whole, I believe that they clearly show we can anticipate such a need.

As a board, I believe we all agree to construct Pod E now. Thus, the policy decision for us to make Thursday should be revolve around two basic matters: the need for the final 32 bed Pod F increment for juvenile detention purposes based on our current usage plans, and other potential uses for that space.

JUVENILE PRE-ADJUDICATED DETENTION

The wide variety of variables, and the lack of juvenile crime data mean that it is difficult to arrive at a hard and fast number of beds that we will need . We must rely on a combination of common sense and good advice.

Common sense argues for the full build-out. Population estimates for both Multnomah County and the region have been revised upward repeatedly. That will likely continue. The population increase for the tri-county area is especially dramatic. Once again, if we are committed to a regional response, there seems no question that the raw numbers will exert a constant upward pressure on our need for beds. Sadly, other variables such as teenage births, divorce, the availability of guns, a more casual attitude towards violence among youth and other social indicators will likely exacerbate the situation.

For advice, I am also persuaded by Attorney General Kulongoski's strong endorsement of adding 64 beds (see attached letter). Through his work leading the Juvenile Justice Task Force, and his leadership before the legislature, the Attorney General has established himself as the state's authority on the issue. His belief in the current need for new beds, combined with the possibility of creating an intake and assessment center, provides a sound rationale by itself.

OTHER USES

It is my belief that between Multnomah County and our regional partners, we will need the extra beds in short order. But assuming for a moment that there will be a longer time between now and when we will need the full capacity, there are a host of other potential uses for the final 32 bed pod, each of which will accomplish a significant public safety purpose, and fill an important *current* county need.

We have already discussed the possibility of locating our much needed Mental Health Triage Center in the final pod -- both the Chair's and my resolutions call for examining the feasibility of that course. But there are other important needs that can also be addressed. Here are just some:

- **Additional Juvenile Parole/Probation Violation Beds** - When all is said and done, an empty bed is the only effective deterrent to serious violations of parole or probation conditions. Ask our Juvenile POs, and they will tell you that the lack of capacity is a serious consideration when they attempt to keep their charges on the right path.
- **State Leasing of Beds** - Attorney General Kulongoski has already talked about the possibility of the state contracting with us for an intake and assessment center. But the state also has a severe shortage of hard beds for adjudicated youth: their new capacity won't even start to come on-line until the next biennium. Hoffman Construction has told me that Pod F could be made appropriate for longer term, sentenced youth. It is clear that there are youth who are currently on our community's streets who should more appropriately be in a secure setting. We could negotiate to have the state place those youth in our facility without it counting against our cap.
- **Other Residential Programs** - There are a number of programs that would be more effective in a residential and/or secure setting. Our previous shelter plan for Pod D represents only one possibility.

It is worth repeating that we have until October to make alterations in Pod F's interior design that could accommodate these different uses, and could easily be altered again for basic detention when the time comes.

It seems clear to me that committing the county to building the full complement of 64 beds now will result in the desired outcome: a safer community.

Finally, in looking at the issue of expected detention space needs from a broader perspective, one question seems particularly instructive: how many times have we found ourselves in the position of having too much space, as opposed to too little?

Building additional space to incarcerate young people is not a comfortable action for any of us. But the facts are as clear as they are painful. Violent crimes committed by juveniles have increased dramatically, and likely will continue for the foreseeable future. The community has been crystal clear that they want both the incapacitation and deterrence that sufficient detention space affords. We are going to need the space. I believe that the prudent and responsible course is to build it now, while we have the opportunity and can save money doing it.

f:\wpdata\memos\jdh

THEODORE R. KULONGOSKI
ATTORNEY GENERAL



THOMAS A. BALMER
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE

1162 Court Street NE
Justice Building
Salem, Oregon 97310
Telephone: (503) 378-4400
TDD: (503) 378-5938

April 26, 1995

VIA FACSIMILE

Commissioner Beverly Stein
Multnomah County Commissioner
1021 S.W. 4th
Portland, OR 97204

Dear Commissioner Stein:

Thank you for the information regarding the issue of constructing additional beds at the Multnomah County Juvenile Justice Complex. For the reasons I stated in our telephone conversation, I believe the best short and long term decision, both in terms of public policy and public funds, is to construct 64 additional beds at the Juvenile Justice Complex.

I continue to believe there is a current need for additional beds. While it is unpopular in some quarters, the truth is that the court system needs a detention bed to make a meaningful impression on some kids. I also believe that given the demographics of our rising at-risk population (15 to 25 year olds), the construction of 64 additional beds is a wise long term decision.

In response to your question about whether Multnomah County currently needs 64 additional juvenile beds, you might want to inquire of the state whether it would be willing to utilize part of the new juvenile complex as an intake and assessment center. It is my understanding that the state had a previous contract with Multnomah County for such a center and might be interested in establishing that relationship again.

I recognize that this is a difficult decision but believe it is in the best interest of all of us that the additional 64 beds be constructed.

Sincerely,

A handwritten signature in dark ink, appearing to read "Theodore R. Kulongoski", is written over a horizontal line.

THEODORE R. KULONGOSKI
Attorney General

TRK:jpl/JAA017F0.W51

cc: Multnomah County Commissioners

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

In the Matter of the Construction of)
Additional Beds at the Multnomah) **RESOLUTION**
County Juvenile Justice Complex)

WHEREAS, juvenile arrests in Multnomah County have increased approximately 60% between 1988 and 1992; and,

WHEREAS, recent changes in law, population and demographic trends will further increase the demand for additional juvenile detention facilities; and

WHEREAS, Multnomah County is currently constructing a new Juvenile Justice Complex; and,

WHEREAS, the design of this facility will accommodate the construction of up to 64 additional beds; and,

WHEREAS, the current presence of the County's construction contractors on site means that constructing these additional beds now would reflect a substantial savings over constructing them later; and,

WHEREAS, in recognition of this opportunity the Board of Multnomah County Commissioners has resolved to construct an additional pod of 32 beds; and,

WHEREAS, the Board of Multnomah County Commissioners has also resolved to build a second additional pod of 32 beds, contingent on successfully concluding a lease agreement for those beds with the state; and,

WHEREAS, that agreement has not yet been satisfactorily concluded; and

WHEREAS, in order to realize the savings on construction the County must make a decision on constructing the second additional pod now; and,

WHEREAS, the full complement of 64 additional beds could be constructively used by Multnomah County to improve public safety.

NOW, THEREFORE BE IT RESOLVED that the Board of Multnomah County Commissioners directs that the full complement of 64 additional beds be constructed as part of the new Multnomah County Juvenile Justice Complex.

BE IT FURTHER RESOLVED that the County continue to negotiate with the State of Oregon for potential state use of the final pod.

BE IT FURTHER RESOLVED that the decision to build the full complement of 64 additional beds is not dependent on the conclusion of an agreement with the State.

BE IT FURTHER RESOLVED that the Multnomah County Juvenile Justice Division develop a plan for alternative uses of the final 32 additional beds in the event that agreement with the State is not reached. Uses to be considered should include, but not be limited to, expansion of the AITP , increased beds for parole/probation violations, other residential programs and increased regional participation in the facility.

BE IT FURTHER RESOLVED that the Multnomah County Juvenile Justice Division report on that plan to the Board of County Commissioners no later than July 1, 1995.

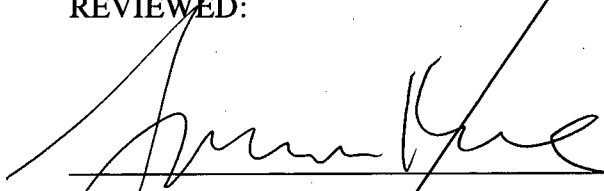
ADOPTED this 18th day of May, 1995

BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON

by

Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:



Laurence Kressel, County Counsel
of Multnomah County, Oregon

5-18-95

Handwritten #1

R-5



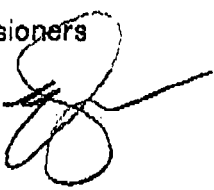
MULTNOMAH COUNTY OREGON

JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TTY 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

MEMORANDUM

TO: Chair Stein
Board of County Commissioners

FROM: Elyse Clawson, Director
Juvenile Justice Division 

DATE: May 17, 1995

SUBJECT: AGREEMENT WITH STATE FOR 32 BEDS

1995 MAY 18 AM 8:45
CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

- State Lease 32 beds for 15 years for use as a regional assessment and observation center. County retains ownership.
- They will provide their own furnishings and staff.
- First 15 months, state pays \$30.00 per day. There after, state pays full cost of financing c.o.p.'s and operating (ie. utilities, etc.).
- County guarantees them availability of beds for 5 years.
- After 5 years if county needs to take over the pod, county pays the state a penalty of 6% per year for the number of years that the state leased the beds. The 6% based on the difference in value between the full construction cost (owning the facility) and the discount for leasing the beds.
- If state leaves facility prior to the end of the lease they pay county a penalty. Details of penalty need to be worked out.
- Some details on penalties, use of food service, medical and minor interior modifications of office space still needs to be worked out.
- If either party wants to withdraw before the term of the lease, they must provide advance notification of 1 year.

EC/la



CITY OF
PORTLAND, OREGON
BUREAU OF POLICE

VERA KATZ, MAYOR
Charles A. Moose, Chief of Police
1111 S.W. 2nd Avenue
Portland, Oregon 97204

5-18-95
Handout #2
R-5

May 17, 1995

Dan Saltzman
County Commissioner
1120 SW 5th Avenue, Rm. 1500
Portland, OR 97204

Dear Commissioner Saltzman:

I support the concept of the County Commissioners building sixty-four (64) additional beds at the Multnomah County Juvenile Justice Complex while the contractor is presently on site. It is cost effective to use government dollars in a proactive way in anticipation of future needs.

Sincerely,

Charles A. Moose

Charles A. Moose, Ph.D.
Chief of Police

CAM/cht

Meeting Date: MAY 18 1995
Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM

SUBJECT: Resolution declaring official intent to reimburse certain expenditures at the Juvenile Justice complex .

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: May 18, 1995

Amount of Time Needed: 5 Minutes

DEPARTMENT: MSS DIVISION: Finance

CONTACT: David Boyer TELEPHONE #: x3903

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Approve resolution declaring official intent to reimburse expenditures for the construction of additional beds at the Juvenile Justice Complex.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

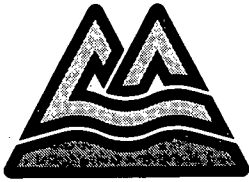
DEPARTMENT MANAGER: Phil Boyer

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAY 11 PM 12:04

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Certified Copy of Resolution 95-110 sent to Dave Boyer on 5-23-95.



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

To: Board of County Commissioners

From: Dave Boyer, Finance Director *DB*

Date: May 8, 1995

Requested Placement Date: May 18, 1995

RE: Reimbursement Resolution for Certificate of Participation at the Juvenile Justice Complex.

I. Recommendation/Action Requested:

Approve Resolution declaring the Official Intent to reimburse expenditures for the construction costs of additional beds at the Juvenile Justice Complex.

II. Background/Analysis:

Under ORS 288.155 the County is authorized to issue certificates of participation (COPS) to finance capital expenditures. This resolution declares the intent to reimburse expenditures.

Internal Revenue Service rules require the County to pass the intent to reimburse expenditures if expenditures will be made prior to the issuance of the certificates of participation. IRS rules also require the County to estimate the amount of the maximum issue size. Construction at the Juvenile Justice Complex will have started prior to the finalization of the COP issue.

At the time the resolution declaring the Official Intent to reimburse expenditures was prepared the size of the COP issue had not been determined by the Board. This resolution is stating the estimated cost of adding 64 beds. This states the maximum amount that we may borrow and if it is determined by the Board to issue COPs in a smaller amount we will not be prohibited by this resolution. Included in the estimated amount are COP issue costs and estimated reserve requirements. Once the Board decides on the number of beds, we will bring a resolution authorizing the issuance and sale of COP in the amount authorized by the Board.

III. Financial Impact: The cost of the construction at the Juvenile Justice Complex will be determined by the Board.

IV. Legal Issues: Bond Counsel and County Counsel have reviewed the Resolution.

V. Controversial Issues: None

VI. Link to Current County Policies: Is consistent with County policy.

VII. Citizen participation: None

VIII. Other Government Participation: None

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Declaring Official)	RESOLUTION
Intent to Reimburse Expenditures)	
for the Construction of Additional)	95-110
Beds at the Multnomah County)	
Juvenile Justice Complex)	

WHEREAS, the Board of County Commissioners of Multnomah County, Oregon (the "County") anticipates incurring expenditures (the "Expenditures") to (1) finance the construction and equipping of additional juvenile facilities which will include providing additional beds within the existing Juvenile Justice Complex; (2) fund a debt service reserve account; and (3) pay all costs incidental thereto (the "Project"); and

WHEREAS, the County intends to finance the costs of the Project with the proceeds of Certificates of Participation, Series 1995B, to be issued by the County (the "Certificates of Participation"); and

WHEREAS, the maximum principal amount of the Certificates of Participation anticipated to be issued to finance the Project shall not exceed \$7,705,000; and

WHEREAS, the County wishes to memorialize a declaration of official intent to reimburse the Expenditures in conformity with the requirements of United States Treasury Regulations Section 1.150-2; now therefore

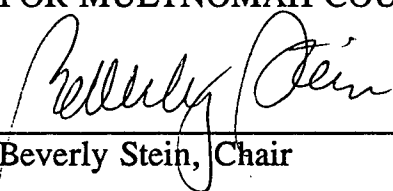
IT IS HEREBY RESOLVED that the County intends to reimburse itself with the proceeds of the Certificates of Participation for any of the Expenditures incurred by it prior to the issuance of the Certificates of Participation.

ADOPTED this 18th day of May, 1995.

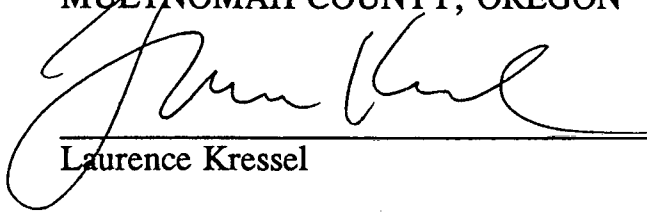


REVIEWED:

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON


Laurence Kressel

MAY 18 1995

Meeting Date: _____

Agenda No: _____

R-7

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

AGENDA PLACEMENT FORM

Subject: Intergovernmental Agreement #104545 with City of Portland for Services of City Hearings Officer for Aggrieved Adult Care Home Managers and Owners

BOARD BRIEFING Date Requested:
Amount of time:

REGULAR MEETING Date Requested: May 18, 1995
Amount of time: 5 minutes

DEPARTMENT: Aging Services Division

DIVISION: Aging Services

CONTACT: Caroline Sullivan/Jean DeMaster

TELEPHONE: 248-3620

BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell/Jean DeMaster

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 Division requests approval of Intergovernmental Agreement #104545 with the City of Portland/Auditor. The purpose of the agreement is to procure the services of a City Code Hearings Officer to provide administrative adjudicatory hearings in accordance with procedures set out in Chapter 8.90 of the Multnomah County Code, pertaining to regulation of Adult Care Homes.

At the request of the Director of the Aging Services Division, hearings are to be provided by a City Code Hearings Officer for appeals from Adult Care Home owners, operators or others aggrieved by any decision of the Director of Aging Services Division, or his or her designee, with regard to application of licensure or a violation of Chapter 8.90 of the Multnomah County Code.

This agreement is effective for 1 year upon execution and is automatically renewed every six months unless terminated by either City or County in accordance with provisions of the agreement. The Aging Services Division agrees to pay for the cost of providing the service, initially set at \$75 per hour. This rate will be reviewed after a year of operation.

Funds are budgeted and available from fines collected through the licensure and monitoring regulations in both FY94-95 and FY95-96 County budgets. Reimbursement is made on a requirements basis.

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

BCCiga95.ach

Originals Sent to Caroline Sullivan on 5-23-95.

1995 MAY 18 PM 2:38
MULTNOMAH COUNTY
CLERK OF BOARD
RECEIVED



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES

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 *JM*

DATE: April 21, 1995

SUBJECT: Intergovernmental Agreement #104545 with City of Portland for Adult Care Home Appeals

I. Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached Intergovernmental Agreement #104545 with the City of Portland, for a one-year period following date of execution, with ongoing six month renewals as needed.

II. Analysis/Background: The Aging Services Division has responsibility for annual licensing and regular monitoring and inspection of Adult Care Homes located in Multnomah County in accordance with Chapter 8.90 of the Multnomah County code.

Under this Chapter, owners and operators of Adult Care Homes have the right to appeal a decision or file a grievance regarding action taken by the Aging Services Division to assure compliance with local, state, and federal administrative rules or to guarantee a safe and home-like environment for residents of Adult Care Homes.

This agreement arranges for an appeals and adjudicatory process for an aggrieved owner or operator of an Adult Care Home. The hearing is initiated by a request to the City from the Director of Aging Services, or his designee. A City Code Hearings Officer schedules a hearing and subsequently may sustain, modify, overrule or remand the decision or action of the Aging Services Division. The County agrees to pay the City at a rate of \$75/hour for this service.

The agreement calls for a review of terms after one year of operation and ongoing renewal for 6 month periods as long as the City and County find the arrangements satisfactory.

III. **Fiscal Impact:** Funds are budgeted and available from fees and fines collected by the Aging Services Division, Adult Care Home unit.

IV. **Legal Issues:** The City was asked to carry out this function because of the experience of the City Code Hearings Officers and comparable cost of other such providers.

V. **Controversial Issues:** NA

VI. **Link to Current County Policies:** This agreement carries out requirements of County Code 8.90 pertaining to the licensure of Adult Care Homes.

VIII. **Other Government Participation:** Aging Services Division staff have worked with staff of the City Auditor's Office and a City Code Hearings Officer to develop the terms of this agreement.



CONTRACT APPROVAL FORM (See Administrative Procedure #2106)

~~FY 94/95~~
 FY 94/95
 FY 95/96

Rev. 5/92

MULTNOMAH COUNTY OREGON

Contract # 104545

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 # <u>R-7</u> DATE <u>5/18/95</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department Aging Services Division Division ASD Date April 21, 1995

Contract Originator Caroline Sullivan/Jean DeMaster Phone 248-3620 Bldg/Room 248-3620

Administrative Contact Caroline Sullivan/Kathy Gillett Phone 248-3620 Bldg/Room 248-3620

Description of Contract Agreement with City to provide City Code Hearings Officer services for appeals or grievances from owners, operators, or other involved persons of Adult Care Homes per County Code ACH regulations and procedures.

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

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

Contractor Name City of Portland/Auditor

Mailing Address 1220 SW 5th Room 202
Portland OR 97204

Phone _____

Employer ID# or SS# 93-6002236

Effective Date Upon Execution

Termination Date Ongoing

Original Contract Amount \$ Requirements

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ Requirements

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director
(Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

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 \$ 4,500 FY94/95
10,000 FY95/96

Encumber: Yes ☐ No ☐

Date April 21, 1995

Date _____

Date 5/3/95

Date 5/18/95

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	010	1980		AHAA	6110		715	ACH Hearings	Requirements	
02.									Officer		
03.											
* 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

ORIGINAL

104545

INTERGOVERNMENTAL AGREEMENT
CITY OF PORTLAND/MULTNOMAH COUNTY

This Agreement, entered into as of this ____ day of ____, 1995, by and between Multnomah County (the "County") and the City of Portland, Oregon (the "City"), WITNESSETH:

RECITALS:

A. The City currently administers a Code Hearings Officer program that provides for the prompt, effective and efficient enforcement of the Portland City Code; provides a fast, fair and impartial adjudication of the alleged City Code violations; and to provide persons adversely effected by administrative determinations and decisions with an effective and, impartial appeal and review of the legality and appropriateness of the determination.

B. The County adopted Chapter 8.90 of Title 8 of the Multnomah County Code to provide for the licensure and inspection of adult care homes.

C. Chapter 8.90 of the County Code provides for an appeals process and requires the availability of an adjudicatory process for an owner or operator with regard to application for licensure or a violation of this Chapter.

D. The County and the City are empowered by the terms of ORS 190.010, et seq., to enter into intergovernmental agreements.

NOW THEREFORE, the parties agree as follows:

1. Term, Modification and Termination

(a) This Agreement shall be effective for an initial period of one (1) year from the date of signing and, if not terminated consistent with the provisions of this Agreement, will be deemed to continue for six-month periods indefinitely thereafter.

(b) This Agreement may be modified, amended or altered from time to time only in writing and only with the consent of both parties.

(c) Either party may terminate this Agreement upon sixty (60) days prior written notice to the other.

2. Scope of Duties

(a) The City through its Code Hearings Officer will provide administrative adjudicatory hearings for appeals at the request of the Director of the County Aging Services Division, or his or her Designee. Said hearings shall be consistent with the procedures set out in Chapter 8.90 of the Multnomah County Code and consistent with the requirements of state and/or federal law.

(b) The County will be responsible for receipt of appeal requests from owners, operators or others aggrieved by any decision of the Director with regard to its application of licensure, or a violation of Chapter 8.90.

(c) The County will collect and forward to the Office of the Code Hearings a copy of the request for hearing and a copy of the Director's determination.

(d) The Code Hearings Officer shall schedule the hearing not more than thirty (30) days from the date of the receipt of the request for a hearing. The Code Hearings Officer shall give the aggrieved owner or operator who has requested a hearing not less than ten (10) days written notice of the time and place of hearing.

(e) After hearing, the Code Hearings Officer may sustain, modify, overrule or remand the Director's determination. The Code Hearings Officer shall issue a written order as soon as is practicable but in no event later than forty-five (45) days after the termination of the hearing and shall mail a copy of the order to the parties. The order shall include an opinion containing findings of fact and conclusions of law explaining the reason and rationale adopted by the Hearings Officer in arriving at his or her conclusions.

3. Compensation

(a) The County shall pay to the City the sum of Seventy-Five Dollars (\$75) per hour for the services provided by the Code Hearings Officer. These services include time spent in preparing, conducting and writing the determination.

(b) Billings shall be sent by the Auditor's Office to the County within 30 days following the close of each quarter.

(c) The County will pay such billings within 30 days.

(d) At the close of the first year of operation of this Agreement, the City will assess whether the Seventy-Five Dollars (\$75) paid per hour by the County covers the actual cost for the provision of the services.

4. Independent Contractor Status

The City is engaged under this Agreement as an independent contractor. The City and its employees are not employees of the County and are not eligible for any benefits through the County.

5. Personnel

The City may assign such personnel as it deems necessary to do the work or services to be rendered under this Agreement.

6. Ownership of Documents

All work that the City performs under the terms of this Agreement shall be considered to be the property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the City produces in connection with this Agreement. Upon reasonable notice, the County shall have access to all materials for audit purposes. On termination of this Agreement, the City shall deliver all materials to the County. The City shall retain such documents in accordance with its archival standards as those may be set from time to time.

7. Indemnification

(a) The City will hold harmless, defend and indemnify the County and its officers, agents and employees against all claims, demands, actions and suits (including attorneys' fees and costs) brought against any of them arising from the City's performance under this Agreement.

(b) To the extent permitted by Oregon law, the County will hold harmless, defend and indemnify the City and its officers, agents and employees against all claims, demands, actions and suits (including all attorneys' fees and costs) brought against any of them arising from the County's performance under this Agreement. The County shall also be responsible for defending all challenges brought by way of a writ of review (ORS 34.010 to 34.100) or similar type challenge, to any decision of the Code Hearings Officer made under the authority of this Agreement or the County's Code. Furthermore, the County shall be responsible for the defense of all matters arising under the Oregon Public Records Law applicable to the records created or maintained in the City's custody as a result of the implementation of the terms of this Agreement.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the day first written above.

CITY OF PORTLAND

MULTNOMAH COUNTY

BY _____

Vera Katz
Mayor

By _____

Beverly Stein
County Executive

By _____

Barbara Clark
City Auditor

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # 8-7 DATE 5-18-95
Ben A. Parkerson
BOARD CLERK

Approved as to Legal Sufficiency Approved as to Legal Sufficiency

By _____

Deputy City Attorney

By _____

Katie Gutz
Assistant General Counsel
County

MEETING DATE: MAY 18 1995

AGENDA NO.: R-8

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health

DIVISION: _____

CONTACT: Tom Fronk

TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

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

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

OHSU will provide case management services for persons living with HIV/AIDS. The contract is funded by a federal Ryan White CARE Act Title I grant.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Bill Odgaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654

Originals sent to Tom Fronk on 5-18-95.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAY - 8 PM 12:36



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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: Board of County Commissioners

FROM: *Bill* Bill Odegaard, Director, Health Department

DATE: May 3, 1995

SUBJECT: Intergovernmental agreement with Oregon Health Sciences University for case management services for persons living with HIV/AIDS

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #202065 with Oregon Health Sciences University for the period May 1, 1995, to and including February 26, 1996.
- II. Background/Analysis: This contract was awarded through RFP #952-21-0044 issued in March 1995. It is retroactive to May 1, 1995, due to late distribution of funds, the limited time period within which to spend the funds (before February 26, 1996), and the time required for the RFP process and subsequent Board ratification.
The Health Department has received a federal grant through the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act, which provides health care and support services to people living with HIV and AIDS. The CARE Act authorizes emergency funding for the sole purpose of fulfilling the unmet service needs of the HIV-positive affected population. The contractor will provide comprehensive case management including outreach, a range client-centered services which link clients and their family members with appropriate levels of health and support services, and ongoing assessment of the clients' and their family members' needs and personal support systems.
- III. Financial Impact: The contractor will be paid a maximum of \$269,897. The contract is funded by a federal Ryan White CARE Act Title I grant.
- IV. Legal Issues: None
- V. Controversial Issues: None

- VI. Link to Current County Policies: Continuing to cooperate with other government agencies in the provision of health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 202065

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 # <u>R-8</u> DATE <u>5/18/95</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department Health Division _____ Date May 3, 1995Contract Originator Karen Garber Phone x6207 Bldg/Room 160/8Administrative Contact Tom Fronk Phone x4274 Bldg/Room 160/7Description of Contract HIV Case ManagementRFP/BID # 952-21-0044 Date of RFP/BID March 1995 Exemption Exp. Date _____ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Health Sciences UniversityMailing Address 3181 SW Sam Jackson Park Road
Portland, OR 97201

Phone _____

Employer ID# or SS# 93-6001786Effective Date May 1, 1995Termination Date February 26, 1996Original Contract Amount \$ 269,897

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:Department Manager Belli OdgaardPurchasing Director (Class II Contracts Only) Katie RantzCounty Counsel Roberta Clark

County Chair / Sheriff _____

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

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☒ Lump Sum \$ 25,000 ~~advance~~ Due on receipt☒ Monthly \$ (invoice) ~~upon execution~~ ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 5/5/95

Date _____

Date 5/4/95Date 5/18/95

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	015	0324			6060		0383	Case Management			
02.	156	015	0325			6060		0383	Case Management			
03.												
* 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

CASE MANAGEMENT SERVICES
FOR PEOPLE LIVING WITH HIV/AIDS

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of the _____ day of _____, 1995, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and THE STATE OF OREGON, acting by and through the State Board of Education on behalf of OREGON HEALTH SCIENCES UNIVERSITY (hereinafter referred to as "STATE"),

WITNESSETH:

WHEREAS, COUNTY's Health Department requires services which STATE is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, STATE is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth; now therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM

The term of this Agreement shall be from May 1, 1995, to and including February 26, 1996, unless sooner terminated under the provisions hereof.

2. SERVICES

In accordance with COUNTY's RFP# 952-21-0044, STATE will receive federal Ryan White CARE Act funds to enhance and ensure access to treatment and support services for HIV-positive persons through a comprehensive case management system, designated as the HIV Case Management Partnership Project. STATE will accomplish the following:

A. General

- 1) STATE will assure that at least 7.5 FTE of case management and resource specialist staff dedicated to working on the Partnership Project will be provided by participating agencies. Participating agencies will include, but not be limited to: Oregon Health Sciences University, Legacy Health Systems, Ecumenical Ministries of Oregon (EMO), Institute of Traditional Medicine (ITM), Clackamas County Health Department, Multnomah County Health Department, Social Security Administration (SSA), Senior and Disabled Services Division (SDSD), Adult and Family Services (AFS), Casey Family Program, Phoenix Rising, and Harry's Mother. Letters of Agreement between STATE and these participating agencies will be provided to COUNTY by May 31, 1995.
- 2) STATE will recruit and hire project staff, as outlined in the project budget (Exhibit A).
- 3) STATE will assure cultural diversity in staffing clinical and administrative positions. In particular, at least two staff members will speak Spanish fluently and be able to demonstrate expertise in providing services to Hispanic persons. A

minimum of one staff member will be able to demonstrate expertise in providing services to the African-American community.

- 4) STATE will convene a Community Advisory Board to advise on program policies and assist in evaluating services. The Board will consist of approximately 40% consumers, 40% participating agency representatives, and 20% citizen members.
- 5) STATE will establish a procedure for a client to express concerns and/or file a complaint if he or she is dissatisfied with the services provided through this Agreement.
- 6) STATE will develop and implement a comprehensive outreach program to inform health care providers, social service agencies, AIDS services organizations and other community-based agencies about the availability of case management services for their clients.
- 7) STATE will assure that culturally sensitive outreach and services are provided to racial/ethnic minorities and specific linguistic communities. Minority clients served will be, at a minimum, proportionate to their racial/ethnic representation in the region's AIDS demographics.

B. Client Eligibility

- 1) Services will be provided to HIV-positive clients who reside in the six-county Eligible Metropolitan Area (EMA) which includes Clackamas, Columbia, Multnomah, Washington, and Yamhill Counties in Oregon and Clark County in Washington. Clients served will be representative of the geographic distribution of AIDS cases within the EMA.
- 2) Priority for services will be given to clients with incomes at or below 200% of the Federal Poverty Level.
- 3) Client referrals must be accepted from any source. All clients will be offered the full scope of case management services described in this Agreement.
- 4) Clients receiving assistance through this Agreement must have no other source of payment for the services provided.

C) Case Management Services

- 1) STATE will design and implement the delivery of case management services through a minimum of four interdisciplinary teams, each consisting of a nurse case manager, social work case manager and community case manager.
- 2) Teams will be assigned to at least five agency sites including Legacy Health Systems, Ecumenical Ministries of Oregon, Institute for Traditional Medicine, Oregon Health Sciences University, and Clackamas County Health Department. Each site will be assigned to cover one or more geographic areas in the EMA. In addition to providing services at the five agency sites, if a case manager finds it in the best interest of the client, he or she will schedule visits with a client at a provider's office or clinic, in the client's home, or at STATE's offices.
- 3) At all sites, team members will accept referrals, interview clients, and triage clients to a case manager. The level of case management and case management team assignments will be determined by the location of the client's primary care provider, the client's acuity (as determined by CD4 count, Karnovsky score, and CDC staging of HIV infection scale), and the client's social support status.

- 4) Case managers will assess the client's physical, environmental, financial, cognitive, and functional level; identify the client's needs and problems; determine the client's services needs, if any; plan for these services; locate, develop, and coordinate access to these services; monitor the provision of these services as well as changes in the client's condition; adjust the service plan as needed; and document the process.
- 5) All client service plans will be reviewed at regular case conference sessions; the first review will take place within 30 days of initiating services.
- 6) Case managers will maintain a comprehensive understanding of the treatment, financial, and support services available to meet the needs of persons living with HIV disease.
- 7) STATE will serve as resource and network with case managers throughout the EMA to assure comprehensive case management services as described in this Agreement are provided to all eligible clients.
- 8) STATE will establish a comprehensive, centralized database which can be accessed by staff in the field. The centralized database will include client demographics, care and service plans, contacts, outcomes, progress notes and other relevant service data.
- 9) STATE will achieve the following service goals:
 - a) Provide short-term case management services for 1,800 clients, averaging three to four encounters per client. Services will include but are not limited to triage intake, information and referral, and brief advocacy.
 - b) Provide long-term case management services, including comprehensive intake assessment, for at least 600 new clients, and ongoing services (averaging seven to nine encounters per client) to at least 850 clients.

D. Evaluation

- 1) The STATE will evaluate the impact of the interdisciplinary team model for delivery of case management services, including the following:
 - a) Compare caseload mixes at the outset of the project with caseload mixes at six months and at the end of the Agreement period.
 - b) Evaluate provider and client satisfaction through surveys at baseline, six months, and the end of the Agreement period.
 - c) Provide comprehensive data for program planning purposes from the centralized database, including such elements as client demographics, services received, service outcomes, and the effectiveness of case management and other services.
- 2) COUNTY will monitor the effectiveness of services delivered under this Agreement and will work with STATE to resolve problems which emerge as services are implemented. Evaluation will include but not be limited to a review of the geographic and racial/ethnic distribution of clients, the accessibility of services, and client and provider satisfaction with services. The first review will be completed no later than September 30, 1995. Based on this evaluation, COUNTY will develop an action plan in cooperation with STATE to address any problems identified in the review. COUNTY reserves the right to require changes in the project's policies and procedures to assure that the case management needs of

people living with HIV disease in the Portland EMA are met. COUNTY will schedule follow-up reviews as needed during the Agreement period.

E. Reporting Requirements

STATE will submit monthly reports and a final summary report on an approved Ryan White reporting form by the 15th of each month for services provided during the previous month. The reports will include, but not be limited to:

- 1) Number of unduplicated clients.
- 2) Number and types of services provided.
- 3) Client demographics, including age, gender, racial/ethnic group, income, HIV/AIDS status, and county of residence.
- 4) A brief narrative describing progress in implementing services, any barriers encountered and steps taken to resolve those barriers.

3. COMPENSATION

A. COUNTY agrees to pay STATE a maximum of \$269,897 for the performance of those services provided hereunder, which payment shall be based upon the following terms:

- 1) COUNTY will reimburse STATE monthly upon receipt of a monthly line-item expenditure report detailing allowable expenses.
- 2) STATE shall submit line-item expenditure reports by the 15th day of each month for services provided during the previous month to:
HIV Contract Manager
Multnomah County Health Department
20 NE 10th Avenue, 2nd Floor
Portland, OR 97232
- 3) COUNTY shall send payment to:
Jae Douglas, Program Director
HIV Case Management Partnership Project
Oregon Health Sciences University
3181 SW Sam Jackson Park Road, L608
Portland, OR 97201
- 5) Budget modifications between major categories (e.g., Personnel, Materials and Supplies, Equipment) must be approved by COUNTY. The purchase of equipment not listed in the budget (Exhibit A) must be approved by COUNTY.
- 6) At the end of the Agreement period, final disposition of equipment purchased at a cost of \$1,000 or more with Agreement funds will be at the discretion of the COUNTY.

B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement through the fiscal year ending June 30, 1995. In the event that funds

cease to be available to COUNTY in the amounts anticipated during the remainder of the fiscal year; or in the event that sufficient funds are not approved and authorized in the next fiscal year, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify STATE as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.

- C. All final billings affecting Agreement payments must be received within forty-five (45) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of STATE.
-

INTERGOVERNMENTAL AGREEMENT STANDARD CONDITIONS

1. INDEPENDENT CONTRACTOR STATUS

STATE is an independent contractor and is solely responsible for the conduct of its programs. STATE, its employees and agents shall not be deemed employees or agents of COUNTY.

2. INDEMNIFICATION

A. STATE shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of STATE, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

B. COUNTY shall defend, hold and save harmless STATE, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

3. WORKERS COMPENSATION INSURANCE

STATE shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

4. TAXPAYER IDENTIFICATION NUMBER

STATE shall furnish to COUNTY its federal employer identification number, as designated by the Internal Revenue Service.

5. SUBCONTRACTS AND ASSIGNMENT

STATE shall neither subcontract with others for any of the work prescribed herein, nor assign any of STATE's rights acquired hereunder without obtaining prior written approval from COUNTY. COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to STATE.

6. ACCESS TO RECORDS

STATE agrees to permit authorized representatives of COUNTY, and/or the applicable federal or state government audit agency to make such review of the records of the STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY Health Department to site-visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of STATE. If an Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such cost.

7. ADHERENCE TO LAW

- A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.
- B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provision of ORS Chapter 659.

8. MODIFICATION

- A. In the event that COUNTY's Agreement obligation is amended by a federal- or state-initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall return to COUNTY within twenty (20) working days a signed notification of receipt of COUNTY's notification document.
- B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or STATE, shall be reduced to writing and signed by both parties.

9. INTEGRATION

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements.

10. WAIVER OF DEFAULT

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement

11. EARLY TERMINATION

- A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by STATE, or be cause for placing conditions on said funding and/or service, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.
- B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

- C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:
- 1) Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.
 - 2) Upon notice if STATE fails to begin services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.
 - 3) Upon notice to COUNTY of evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- D. Payment to STATE will include all services provided through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.
- E. Termination under any provision of this section shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

12. LITIGATION

STATE shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against STATE or any subcontractor of which STATE may be aware which may result in litigation related in any way to this Agreement.

13. OREGON LAW AND FORUM

This Agreement shall be construed and governed according to the laws of the State of Oregon.

14. RECORD CONFIDENTIALITY

STATE agrees to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

15. CERTIFICATION REGARDING LOBBYING

- A. No federal appropriated funds can be or will be paid, by or on behalf of the STATE, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Agreement, the STATE shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16. OMB Circular A-128

If UNIVERSITY is a sub-receipt of federal funds passed through the COUNTY, UNIVERSITY shall submit to COUNTY an annual federal compliance audit in conformity with OMB Circular A-128 and the federal Single Audit Act of 1984.

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers the day and year first above written.

THE STATE OF OREGON, acting by and through the State Board of Education on behalf of OREGON HEALTH SCIENCES UNIVERSITY

By *James B. Walker*
James B. Walker, Vice President
Finance and Administration
Date 5/8/95

93-6001786
Federal Tax ID Number

MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein, Multnomah County Chair
Date 5-18-95

HEALTH DEPARTMENT

By *Billi Odegaard*
Billi Odegaard, Director
Date 5/5/95

By *Elizabeth A. Foster*
Program Manager
Date 5/8/95

REVIEWED:

Laurence B. Kressel, County Counsel for Multnomah County, Oregon

By *Katie Burf*
Date 5/4/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # K-8 DATE 5-18-95
Carrie A. Peterson
BOARD CLERK

Case Management Services to People Living with HIV/AIDS
Oregon Health Sciences University
Exhibit A

Description	Budget
Total Personnel	\$207,733
Materials & Services	
Travel/Mileage	1,740
Telephone	2,700
Printing/Duplicating	1,000
Postage	450
Educational Materials	0
Rent	25,000
Medical/Other Supplies	0
Office Supplies/Software	750
Training/Staff Development	3,000
Software & Programming for Fileserver	6,000
Equipment	21,524
3 IBM Workstations, 2 laserjet printers,	
7 Powerbooks, six line phone system with 20 phones,	
Office furniture (desks, chairs, files & bookcases)	0
Subtotal Materials & Services	62,164
Subtotal Program Support	269,897
Direct Assistance Payments/Vouchers	0
Total Funds	\$269,897
FTE	
Program Director	0.6
Social Work Case Manager	1.0
Community Case Manager	3.5
Administrative Assistant	1.0
Clerical Assistant	0.5
Total FTE	6.6

MEETING DATE: MAY 18 1995

AGENDA NO.: R-9

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: NOI - NATIONAL ASSOC OF COUNTY & CITY HEALTH OFFICIALS

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: MAY 18, 1995

Amount of Time Needed: 5 to 10 minutes

DEPARTMENT: HEALTH DIVISION: BUSINESS SERVICES

CONTACT: JEANNE GOULD TELEPHONE #: 248-3674
BLDG/ROOM #: 160/8

PERSON(S) MAKING PRESENTATION: JEANNE GOULD, TOM FRONK OR TIM ROWAN

ACTION REQUESTED:

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

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

The Health Department requests approval to apply for a grant from the National Association of County and City Health Official. These funds would support the designing and testing of an integrated, comprehensive public/private health information system. The proposed project would include an alliance of the Multnomah County Health Department, the Oregon Health Division, and the public/private sectors involved in creating healthy communities.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Billi O'Leary

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

RECEIVED
MAY 18 1995
COUNTY HEALTH DEPARTMENT



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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, Chair

FROM: Jeanne Gould, *JG* Manager HIV/STD/Planning

THROUGH: Billi Odegaard, Director *Billi*

SUBJECT: Notice of Intent to Respond to a Request for Proposals from the National Association of County & City Health Officials

DATE: May 5, 1995

The Multnomah County Health Department is requesting approval to respond to a request for Proposals from the National Association of County & City Health Officials to design and test, in collaboration with other community partners, an integrated, comprehensive public/private health information system. The application is due May 20, 1995.

Background

The National Association of County and City Health Officials, in cooperation with the Centers for Disease Control and Prevention, has announced the availability of funds for a contract to be awarded through a competitive RFP process to a local health department to design and test, in collaboration with other community partners, an integrated, comprehensive public/private health information system. Data to be gathered for this information system include health status, behaviors, services, and other health-related events. The proposed project will include an alliance of the Multnomah County Health Department, the Oregon Health Division, and the public/private sectors involved in creating healthy communities. It is anticipated that the alliance will include the Portland-Multnomah Progress Board, Oregon Health Systems in Collaboration, and representatives from school districts, neighborhood organizations, disease organizations, social service organizations, and the criminal justice system. The project will involve development of an inventory of all data systems from the local area, including a listing of variables collected, how data are analyzed, how results are distributed, how frequently systems are updated, and who uses the information for what purpose. Project participants will collaborate to identify data priorities and gaps in the data. The Project partners, with the lead of the Health Department, will design a

page 2, naccho, noi
May 5, 1995

comprehensive community health information system that integrates existing data and devises additional data collection methods to fill identified data gaps. A scaled-down model of the integrated community health data system will be tested. Project partners will develop an implementation plan for the overall integrated community health data system.

Funding Amount

The Health Department anticipates requesting \$210,000 over a three year period (\$70,000 per year). Funding would begin July 1, 1995 and would continue through June 30, 1998. There is no requirement for matching funding.

wpwin60/naccho/noi

MEETING DATE: _____

MAY 18 1995

AGENDA NO: _____

R-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Deed/Easements & Order Authorizing Deeds/Easements for County Road Purposes

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: May 18, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: John Dorst TELEPHONE #: 248-5050
BLDG/ROOM #: 425/Yeon

PERSON(S) MAKING PRESENTATION: John Dorst

ACTION REQUESTED:

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

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

Multnomah County is the owner of certain real properties which are desirable and necessary for the improvement and construction of county roads. It is recommended that the Chair of the Board of County Commissioners be authorized to execute the attached Order and Deeds/Easements for Road Purposes.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy Williams

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

AGEN. PL

DMCK1012.AGEN

Copy of Order 95-111 Sent to John Dorst on 5-19-95.
Also, Bob Dorst sent a Copy.

6/93

MULTNOMAH COUNTY
OREGON
1995 MAY - 8 PM 4:52
COUNTY COMMISSIONERS




MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050.

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: BOARD OF COUNTY COMMISSIONERS

FROM:  Betsy Williams, D.E.S. Director
Larry F. Nicholas, Director of Transportation

TODAY'S DATE: May 5, 1995

REQUESTED PLACEMENT DATE: May 18, 1995

RE: Authorizing Order and Deeds/Easements for County Road Purposes

I. Recommendation/Action Requested:

Recommend the Chair of the Board of County Commissioners be authorized to execute the attached Order and Deeds/Easements for Road Purposes.

II. Background/Analysis:

Multnomah County is the owner of certain real properties which are desirable and necessary for the improvement and construction of county roads.

III. Financial Impact:

The transference of these properties to the public would result in substantial cost savings to the county Transportation Division and would lessen the impact to private development by ensuring that the roadways are dedicated now, rather than after the sale of adjacent properties.

IV. Legal Issues:

Multnomah County Counsel has reviewed and approved this Order and Deeds/Easements.

V. CONTROVERSIAL ISSUES:

There are no controversial issues involved with this request.

VI. Link to Current County Policies:

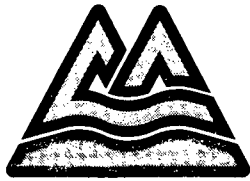
It is Multnomah County policy to oversee the establishment and improvement of the county roadway system.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A



MULTNOMAH COUNTY OREGON

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TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

May 5, 1995

Board of County Commissioners
606 County Chourthouse
Portland OR 97204

RE: Deeds/Easements and Board Order Authorizing
Deeds/Easements for County Road Purposes
N.E. 242nd Connector/Item Nos. 95-19, 95-22;
N.E. 238th Connector/Item Nos. 95-28, 95-29

Dear Commissioners:

Certain parcels of real property now owned by Multnomah County are required for road purposes.

Therefore, it is recommended that the Chair of the Board of County Commissioners be authorized to execute the attached Deeds of Dedications and Easements for Road Purposes, and that the executed Board Order and Deeds/Easements be forwarded to the Recording Office for recording purposes.

Very truly yours,

BETSY WILLIAMS
Director
Dept. of Environmental Services

Encls.

JDJS0376.BOR



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

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

May 5, 1995

Betsy Williams, Director
Dept. of Environmental Services
2115 S.E. Morrison Street
Portland OR 97214

RE: Deeds/Easements and Board Order Authorizing
Deeds/Easements for County Road Purposes
N.E. 242nd Connector/Item Nos. 95-19, 95-22;
N.E. 238th Connector/Item Nos. 95-28, 95-29

Dear Commissioners:

Certain parcels of real property, N.E. 238th and 242nd Connectors, North of N.E. Glisan Street, now owned by Multnomah County, are required for road purposes.

Therefore, it is recommended that the Chair of the Board of County Commissioners be authorized to execute the attached Deeds of Dedications and Easements for Road Purposes, and that the executed Board Order and Deeds/Easements be forwarded to the Recording Office for recording purposes.

Sincerely,

LARRY F. NICHOLAS, P. E.
Director of Transportation

Encls.

JDJS0376.BOR

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Conveying Deeds and Easements for Certain Real Properties Owned by Multnomah County to the Public for Road Purposes, and the Establishment of N.E. 242nd Connector, County Road No. 5007 and N.E. 238th Connector, County Road No. 5008

ORDER 95-111

**BOARD ORDER AUTHORIZING
DEEDS AND EASEMENTS FOR
ROAD PURPOSES:**

N.E. 242ND CONNECTOR,
ITEM NOS. 95-19, 95-22;
N.E. 238TH CONNECTOR,
ITEM NOS. 95-28, 95-29

Whereas, Multnomah County is the owner of certain real properties which are desirable and necessary for the improvement and construction of county roads;

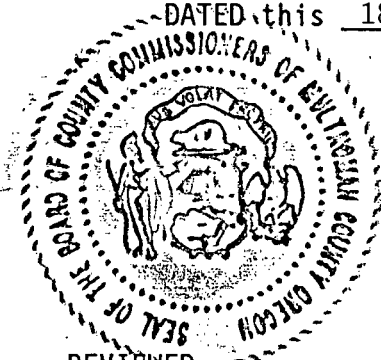
Whereas, the premises are suitable for use as a part of the county road system based on the recommendation of the Director of the Department of Environmental Services;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The real properties to be conveyed to Multnomah County by this Board Order are described in the attached Deeds of Dedications and Easements for Road Purposes, and said Deeds and Easements shall be executed by the Chair of the Board of County Commissioners to convey said real properties to Multnomah County for road purposes.
2. The attached described properties be established as N.E. 242nd Connector, County Road No. 5007, from N.E. Glisan Street to N.E. Sandy Road with a right-of-way width of 100 feet, more or less and N.E. 238th Connector, County Road No. 5008, from N.E. 238th Drive to N.E. 242nd Connector, with a right-of-way width of 60 feet, more or less.
3. The executed Deeds and Easements and this executed Board Order shall be forwarded to the Recording Office for recording purposes.

BOARD ORDER
N.E. 238th Connector
N.E. 242nd Connector
Page 2

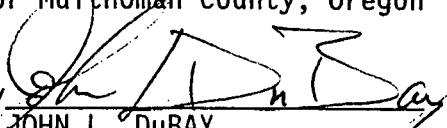
DATED this 18th day of May, 1995.



REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By


JOHN L. DuBAY
Chief Asst. County Counsel

JDJS0376.BOR

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


BEVERLY STEIN/Chair

N.E. 242ND CONNECTOR
N.E. Glisan Street to
N.E. Sandy Road
Item No. 95-19
May 2, 1995

DEED OF DEDICATION

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

A tract of land situated in the Northwest One-quarter of Section 35 and the Southwest One-quarter of Section 26, T1N, R3E, W.M., Multnomah County, Oregon, being more particularly described as follows:

Commencing at a brass cap at the northeast corner of the A. Taylor D.L.C., being Engineers Centerline Station 0+00 for N.E. 242nd Drive, County Road No. 3085, also being Engineers Centerline Station 52+45.81 for N.E. Glisan Street, County Road No. 2326; thence S 1°19'38" W along the centerline of said N.E. 242nd Drive, a distance of 164.80 feet to a point being Engineers Centerline Station 1+64.80 of N.E. 242nd Drive, said point also being the true point of beginning of the centerline of N.E. 242nd Connector, County Road No. 5007 (Engineers Centerline Station 0+00), being a 100.00 foot wide right-of-way, 50.00 feet in width on each side of the following described centerline; thence N 4°03'04" E, a distance of 404.96 feet to a point being Engineers Centerline Station 4+04.96; thence northeasterly along the arc of a 2,747.63 foot radius tangent curve to the right, the chord of which bears N 15°49'52" E, 1,121.87 feet, an arc distance of 1,129.81 feet to a point being Engineers Centerline Station 15+34.77; thence along a tangent line N 27°36'39" E, a distance of 1,149.13 feet to a point being Engineers Centerline Station 26+83.90; thence along the arc of a 1,711.27 foot radius tangent curve to the left, the chord of which bears N 9°05'54" E, 1,086.70 feet, an arc distance of 1,105.84 feet to a point being Engineers Centerline Station 37+89.74; thence along a tangent line N 9°24'51" W, a distance of 417.12 feet to a point of intersection with the centerline of N.E. Halsey Street (Engineers Centerline Station 317+64.91), being County Road No. 1180, said N.E. Halsey Street Intersection Station 317+64.91 bears S 79°06' W, 479.17 feet from an iron pipe at Engineers Centerline Station 322+44.08 of said N.E. Halsey Street.

AFTER RECORDING RETURN TO:
Pat Hinds/Bldg. #425

FOR TAX STATEMENTS:
Multnomah County
Transportation Division
1620 SE 190th Avenue
Portland OR 97233

In addition, two tracts of land being described as follows:

TRACT 1: Beginning at the point of intersection of the South right-of-way line of N.E. Halsey Street, County Road No. 1180, being 40.00 feet southerly, when measured at right angles to the centerline thereof, and the East right-of-way line of the N.E. 242nd Connector, County Road No. 5007, being 50.00 feet easterly, when measured at right angles to the centerline thereof; thence N 79°06' E, 43.85 feet along the South right-of-way line of said N.E. Halsey Street to a point; thence along the arc of a 45.00 foot radius tangent curve to the left, the chord of which bears S 34°50'35" W, 62.81 feet, an arc length of 69.52 feet to a point of tangency with the East right-of-way line of said N.E. 242nd Connector; thence N 9°24'51" W along the East right-of-way line of said N.E. 242nd Connector, a distance of 43.85 feet to the point of beginning.

TRACT 2: Beginning at the point of intersection of the South right-of-way line of N.E. Halsey Street, County Road No. 1180, being 40.00 feet southerly, when measured at right angles to the centerline thereof, and the West right-of-way line of the N.E. 242nd Connector, County Road No. 5007, being 50.00 feet westerly, when measured at right angles to the centerline thereof; thence S 79°06' W along said South right-of-way line, a distance of 46.18 feet to a point; thence along the arc of a 45.00 foot radius tangent curve to the right, the chord of which bears S 55°09'25" E, 64.46 feet, an arc length of 71.85 feet to a point of tangency with the West right-of-way line of said N.E. 242nd Connector; thence along the West right-of-way line of the N.E. 242nd Connector, a distance of 46.18 feet to the point of beginning.

Excepting therefrom: Those tracts of land conveyed to Frank Amato Jr., et al, identified as Parcel II of Exhibit "A" and Exhibit "B" of that deed recorded in Volume 94, Page 124503 of Multnomah County Deed Records on August 17, 1994, and being more particularly described as follows:

Parcel II of Exhibit "A" (Volume 94, Page 124503):

A tract in the Northwest Quarter of Section 35, T1N, R3E, of the W.M., in the County of Multnomah and State of Oregon, described as follows:

Beginning at a point in the centerline of Cherry Park Road No. 571, 693 feet West of the southeast corner of the A.C. Dunbar Donation Land Claim, in said Section 35, said point of beginning being the northwest corner of the tract mortgaged to J. Ross Brown, et al, by mortgage recorded December 9, 1953, in Ps Mortgage Book 1586, Page 328; thence West on said road centerline 423.3 feet to the centerline of said road where it turns South; thence South on said centerline 660 feet; thence East 426.8 feet, more or less, to the southeast corner of said Brown tract; thence North 660 feet to the point of beginning.

Exhibit "B" (Volume 94, Page 124503):

A tract of land in the Northwest quarter of Section 35, T1N, R3E, of the Willamette Meridian, Multnomah County, Oregon.

Commencing at the point of intersection of the centerline of N.E. Cherry Park Road, County Road No. 571, and the East right-of-way line of N.E. 238th Drive, County Road No. 2529; thence S 88°46'56" E along said centerline, 10.00 feet to a point which is the true point of beginning of this description; thence continuing S 88°46'56" E along said centerline, 543.52 feet to a point; thence N 39°56'36" W, 150.62 feet to a point; thence N 88°46'56" W along a line which is parallel to and 113.40 feet (when measured at right angles) North of above said centerline 441.54 feet to a point; thence southerly along a line which is parallel to and 40.00 feet (when measured at right angles) East of the centerline of above said N.E. 238th Drive, County Road No. 2529,

along a tangent curve to the left, having a radius of 1,392.50 feet, the chord of which bears S 03°06'21" W, 78.19 feet, an arc distance of 78.20 feet to a point; thence S 01°29'49" W continuing along said parallel line 35.25 feet to the true point of beginning of this description.

Containing 55,917 square feet, more or less.

Also excepting therefrom that tract of land conveyed to John B. and Louise H. Piancentini, as recorded in Book 1826, Page 638 of Multnomah County Deed Records on May 28, 1985, being more particularly described as follows:

A tract of land situated in the Northwest Quarter of Section 35, Township 1 North, Range 3 East of the Willamette Meridian, in the City of Wood Village, County of Multnomah and State of Oregon, being more particularly described as follows:

Beginning at a point of intersection of the West line of said legal subdivision with the North right-of-way line of N.E. Glisan Street (County Road No. 2326-60); thence N 89°03'51" E along said right-of-way line, a distance of 144.65 feet to a point of tangent curvature and the westerly corner of that certain tract of land conveyed to Multnomah County for road dedication purposes described in Book 1265, Page 478, and recorded May 22, 1978, Deed Records, said County; thence northeasterly along the northwesterly line thereof on a 22.12 foot radius curve to the left, through a central angle of 87°55'46", an arc distance of 33.95 feet (the chord bears N 45°08'10" E, 30.71 feet) to a point of tangency in the West right-of-way line of N.E. 238th Drive (aka Cherry Park Drive, County Road No. 2529-60) and northerly corner of said

Multnomah County tract; thence N 1°08'05" E along said West right-of-way line, a distance of 136.25 feet to an iron rod; thence S 89°03'51" W parallel with the North right-of-way line of said N.E. Glisan Street, a distance of 165.45 feet to an iron rod in the West line of said legal subdivision; thence S 1°19'42" W along said West line, a distance of 157.61 feet to the point of beginning.

Also excepting therefrom that tract of land conveyed to Gamor Development Northwest, Inc., as recorded August 26, 1994, in Volume 94, Page 129614 of Multnomah County Deed Records, being more particularly described as follows:

A tract of land located in the East half of Section 34 and the West half of Section 35, Township 1 North, Range 3 East of the Willamette Meridian, and being within the A. Taylor Donation Land Claim, City of Gresham, Multnomah County, State of Oregon, and more particularly described as follows:

Commencing at the northeast corner of said A. Taylor Donation Land Claim, being at the center of the intersection of N.E. Glisan Street and N.E. 242nd Drive; thence S 43°51'30" W, a distance of 43.29 feet to the intersection of the South right-of-way line of N.E. Glisan Street, 30.00 feet South of the centerline thereof, and the West right-of-way line of N.E. 242nd Drive, 30.00 feet West of the centerline thereof and to the TRUE POINT OF BEGINNING of this description; thence S 00°00'39" E along the said West right-of-way line, a distance of 862.12 feet; thence N 89°25'57" W, a distance of 1,275.06 feet to a point on the West line of that tract of land deeded to Wayne McGill and Helen Kaye McGill, husband and wife, by deed recorded March 31, 1954, in Book 1651 at Page 303 of the Multnomah County Deed Records; thence N 00°00'39" W along said McGill West line, a distance of 853.54 feet to a point on the

N.E. 242ND CONNECTOR
N.E. Glisan Street to
N.E. Sandy Road
Item No. 95-19
May 2, 1995
Page 6

South right-of-way line of N.E. Glisan Street, 30.00 feet South of the centerline thereof; thence S 89°25'57" E along said South right-of-way line, 30.00 feet South of the centerline thereof, a distance of 1,101.87 feet to an angle point in said South right-of-way line, and to a point that is S 00°51'09" E, a distance of 30.01 feet from the southern southeast corner of the A.C. Dunbar Donation Land Claim; thence N 87°43'39" E continuing along said South right-of-way line, a distance of 173.32 feet to the above referenced TRUE POINT OF BEGINNING of this description.

Containing 25.00 acres, more or less.

This roadway dedication contains 346,000 square feet, more or less.

As shown on EXHIBIT "C", attached hereto and made a part of this document.

N.E. 242ND DRIVE CONNECTOR
N.E. Glisan Street to
N. E. Sandy Road
Item No. 95-19
May 2, 1995
Page 7

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

DATED this 18th day of May, 1995.

MULTNOMAH COUNTY, OREGON

By

Beverly Stein
BEVERLY STEIN, Chair
Board of County Commissioners
for Multnomah County, Oregon

STATE OF OREGON County of Multnomah

SIGNED BEFORE ME May 18, 1995, personally appeared
Beverly Stein, who, being sworn, stated that she is the
Chair of the Board of County Commissioners for Multnomah County, Oregon, and that
this instrument was voluntarily signed in behalf of said county by authority of
its Board of County Commissioners. Before me:



Carrie Anne Parkerson
Notary Public for said State

My Commission expires January 24, 1997

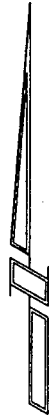
REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By

John L. DuBay
JOHN L. DuBAY
Chief Asst. County Counsel

EXHIBIT "C"



NO SCALE

$\Delta = 37^{\circ}01'30''$
 $R = 1711.27'$
 $T = 573.00'$
 $L = 1105.84'$

T1N R3E
 27 26
 34 35
 T.L. 200

MATCH LINE

MATCH LINE
 SEE PG. 2 OF 2

PROPOSED ROW

PROPOSED ROW

PROPOSED EASEMENT

PROPOSED EASEMENT

N.E. 238th DR.

RIGHT OF WAY
 N.E. 242nd CONNECTOR
 ITEM NO. 95-19
 APRIL 17, 1995

$\Delta = 23^{\circ}33'35''$
 $R = 2747.63'$
 $T = 573.00'$
 $L = 1129.81'$

T.L. 600

PC = 4+04.98

T.L. 701

N.E. GLISAN ST

N.E. CORNER
 A. TAYLOR
 D.L.C.

N.E. 242nd DR.

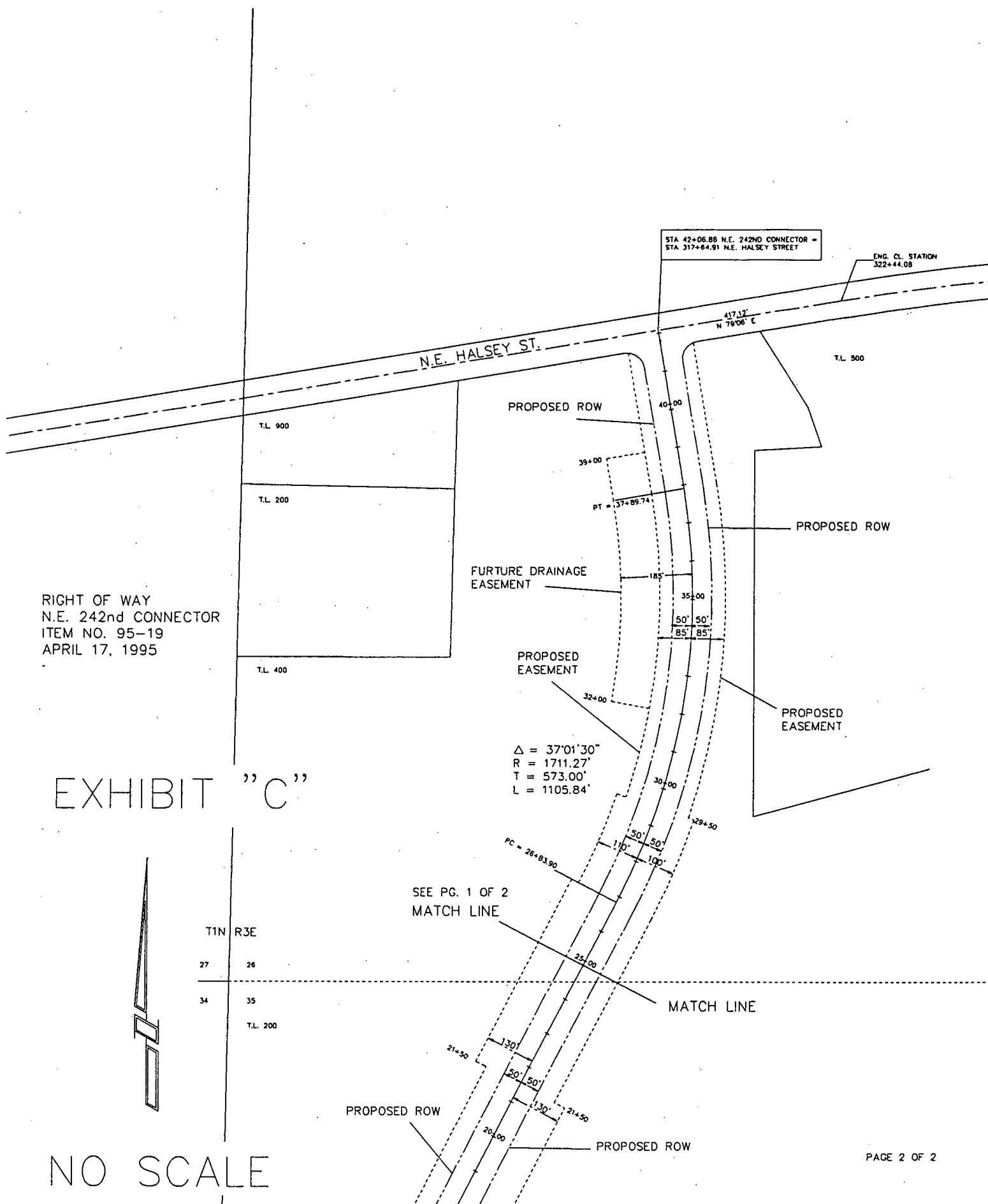
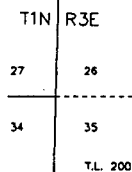
STA 0+00 N.E. 242ND CONNECTOR =
 STA 1+64.80 N.E. 242ND AVE.

N.E. CHERRY PARK RD.

EXHIBIT "C"



NO SCALE



N.E. 242ND CONNECTOR
N.E. Glisan Street to
N.E. Sandy Road
Item No. 95-22
May 3, 1995

EASEMENT

MULTNOMAH COUNTY conveys to MULTNOMAH COUNTY, a political subdivision of the State of Oregon, a perpetual easement for the construction and maintenance of slope, utility, sidewalk and drainage facilities through, over, under, along and within the following described tract of land:

A tract of land situated in the Southwest One-quarter of Section 26 and Northwest One-quarter of Section 35, T1N, R3E, W.M., Multnomah County, Oregon, being variable in width and lying on each side of the centerline of N.E. 242nd Connector, County Road No. 5007, said centerline being described as follows:

Commencing at a brass cap at the northeast corner of the A. Taylor D.L.C., being Engineers Centerline Station 0+00 for N.E. 242nd Drive, County Road No. 3085, also being Engineers Centerline Station 52+45.81 for N.E. Glisan Street, County Road No. 2326; thence S 1°19'38" W along the centerline of said N.E. 242nd Drive, a distance of 164.80 feet to a point being Engineers Centerline Station 1+64.80 of N.E. 242nd Drive, said point also being the true point of beginning of the centerline of N.E. 242nd Connector, County Road No. 5007 (Engineers Centerline Station 0+00), being a 100.00 foot wide right-of-way, 50.00 feet in width on each side of the following described centerline; thence N 4°03'04" E, a distance of 404.96 feet to a point being Engineers Centerline Station 4+04.96; thence northeasterly along the arc of a 2,747.63 foot radius tangent curve to the right, the chord of which bears N 15°49'52" E, 1,121.87 feet, an arc distance of 1,129.81 feet to a point being Engineers Centerline Station 15+34.77; thence along a tangent line N 27°36'39" E, a distance of 1,149.13 feet to a point being Engineers Centerline Station 26+83.90; thence along the arc of a 1,711.27 foot radius tangent curve to the left, the chord of which bears N 9°05'54" E, 1,086.70 feet, an arc distance of 1,105.84 feet to a point being

AFTER RECORDING, RETURN TO:
Pat Hinds/Bldg. #425

FOR TAX STATEMENTS:
Multnomah County
Transportation Division
1620 SE 190th Avenue
Portland OR 97233

N.E. 242ND CONNECTOR
N.E. Glisan Street to
N.E. Sandy Road
Item No. 95-22
May 3, 1995
Page 2

Engineers Centerline Station 37+89.74; thence along a tangent line N 9°24'51" W, a distance of 417.12 feet to a point of intersection with the centerline of N.E. Halsey Street (Engineers Centerline Station 317+64.91), being County Road No. 1180, said N.E. Halsey Street Intersection Station 317+64.91 bears S 79°06' W, 479.17 feet from an iron pipe at Engineers Centerline Station 322+44.08 of said N.E. Halsey Street.

The width in feet, when measured at right angles to centerline, of the above described easements are as follows:

<u>Station</u>	<u>To</u>	<u>Station</u>	<u>Width on Westerly Side of Centerline</u>	<u>Width on Easterly Side of Centerline</u>
0+00			0	0
1+64.80		4+04.96		70
4+04.96		7+00		80
7+00		15+34.77		105
9+75		21+50	100	
15+34.77		21+50		130
21+50		26+83.90	130	
21+50		29+50		100
26+83.90		29+50	110	
29+50		42+06.86		85
29+50		32+00	85	
32+00		39+00	185	
39+00		42+06.86	85	

Excepting therefrom: Those tracts of land conveyed to Frank Amato Jr., et al, by deed recorded August 17, 1994, in Volume 94, Page 124503 of Multnomah County Deed Records, being identified as Parcel II of Exhibit "A" and Exhibit "B" of said Volume 94, Page 124503, and being more particularly described as follows:

Parcel II of Exhibit "A" (Volume 94, Page 124503):

A tract in the Northwest Quarter of Section 35, T1N, R3E, of the W.M., in the County of Multnomah and State of Oregon, described as follows:

Beginning at a point in the centerline of Cherry Park Road No. 571, 693 feet West of the southeast corner of the A.C. Dunbar Donation Land Claim, in said Section 35, said point of beginning being the northwest corner of the tract mortgaged to J. Ross Brown, et al, by mortgage recorded December 9, 1953, in Ps Mortgage Book 1586, Page 328; thence West on said road centerline 423.3 feet to the centerline of said road where it turns South; thence South on said centerline 660 feet; thence East 426.8 feet, more or less, to the southeast corner of said Brown tract; thence North 660 feet to the point of beginning.

Exhibit "B" (Volume 94, Page 124503):

A tract of land in the Northwest Quarter of Section 35, T1N, R3E of the Willamette Meridian, Multnomah County, Oregon.

Commencing at the point of intersection of the centerline of N.E. Cherry Park Road, County Road No. 571, and the East right-of-way line of N.E. 238th Drive, County Road No. 2529; thence S 88°46'56" E along said centerline, 10.00 feet to a point which is the true point of beginning of this description; thence continuing S 88°46'56" E along said centerline, 543.52 feet to a point; thence N 39°56'36" W, 150.62 feet to

a point; thence N 88°46'56" W along a line which is parallel to and 113.40 feet (when measured at right angles) North of above said centerline 441.54 feet to a point; thence southerly along a line which is parallel to and 40.00 feet (when measured at right angles) East of the centerline of above said N.E. 238th Drive, County Road No. 2529, along a tangent curve to the left, having a radius of 1,392.50 feet, the chord of which bears S 03°06'21" W, 78.19 feet, an arc distance of 78.20 feet to a point; thence S 01°29'49" W continuing along said parallel line, 35.25 feet to the true point of beginning of this description.

Containing 55,917 square feet, more or less.

The area of this easement, lying outside of the right-of-way of the N.E. 242nd Connector, is 414,300 square feet, more or less.

As shown on attached EXHIBIT "C", and hereby made a part of this document.

N.E. 242ND CONNECTOR
N.E. Glisan Street to
N. E. Sandy Road
Item No. 95-22
May 3, 1995
Page 5

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

DATED this 18th day of May, 1995.

MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
BEVERLY STEIN/Chair
Board of County Commissioners
for Multnomah County, Oregon

STATE OF OREGON County of Multnomah

SIGNED BEFORE ME May 18, 1995, personally appeared
Beverly Stein, who, being sworn, stated that she is the
Chair of the Board of County Commissioners for Multnomah County, Oregon, and that
this instrument was voluntarily signed in behalf of said county by authority of
its Board of County Commissioners. Before me:



Carrie Anne Parkerson
Notary Public for said State

My Commission expires January 24, 1997

REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By *John L. Dubay*
JOHN L. DUBAY
Chief Asst. County Counsel

EXHIBIT "C"



NO SCALE

$\Delta = 37^{\circ}01'30''$
 $R = 1711.27'$
 $T = 573.00'$
 $L = 1105.84'$

T1N R3E
 27 26
 34 35
 T.L. 200

MATCH LINE

MATCH LINE
 SEE PG. 2 OF 2

PROPOSED ROW

PROPOSED ROW

PROPOSED EASEMENT

PROPOSED EASEMENT

N.E. 238th DR.

EASEMENT
 N.E. 242nd CONNECTOR
 ITEM NO. 95-22
 APRIL 17, 1995

$\Delta = 23^{\circ}33'35''$
 $R = 2747.63'$
 $T = 573.00'$
 $L = 1129.81'$

T.L. 600
 PC = 4+04.96
 T.L. 701

N.E. GLISAN ST

N.E. CORNER
 A. TAYLOR
 D.L.C.

N.E. 242nd DR.

STA 0+00 N.E. 242ND CONNECTOR =
 STA 1+64.80 N.E. 242ND AVE.

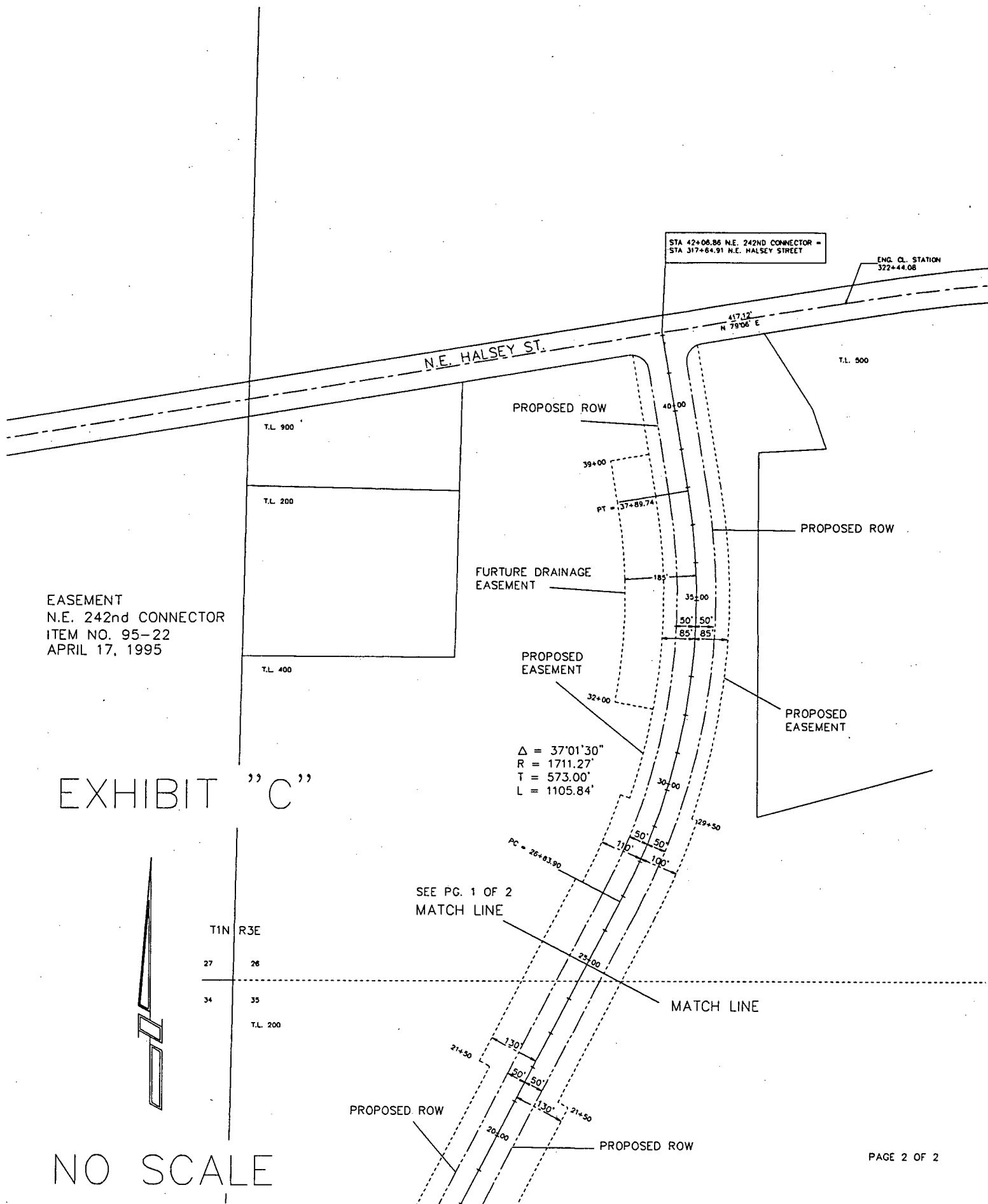
EASEMENT
N.E. 242nd CONNECTOR
ITEM NO. 95-22
APRIL 17, 1995

EXHIBIT "C"



T1N R3E
27 26
34 35
T.L. 200

NO SCALE



N.E. 238TH CONNECTOR
North of N.E. Glisan Street
Item No. 95-28
May 3, 1995

DEED OF DEDICATION

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

A strip of land 60.00 feet in width, being 30.00 feet in width on each side of the following described centerline located in the Northeast Quarter of Section 34 and the Northwest Quarter of Section 35, T1N, R3E, W.M., in Multnomah County, Oregon, being more particularly described as follows:

Commencing at an iron pipe on centerline at Engineers Station 19+60.19 of N.E. 238th Drive, County Road No. 2529; thence along said centerline N 87°54" E, a distance of 252.53 feet to an iron pipe on centerline at Engineers Station 17+07.66, said station also being Engineers Centerline Station 9+48.16 of N.E. 238th Connector, County Road No. 5008, and the point of beginning of the 60.00 foot wide strip of land to be conveyed; thence along the arc of a 636.67 foot radius, tangent curve to the right, an arc length of 200.00 feet, the chord of which bears S 83°06'01" E, 199.17 feet to a point being Engineers Centerline Station 7+48.16; thence along a tangent line S 74°06'05" E, a distance of 1.38 feet to a point being Engineers Centerline Station 7+46.78; thence along the arc of a 300.00 foot radius, tangent curve to the left, an arc length of 162.70 feet, the chord of which bears S 89°38'17" E, 160.71 feet to a point being Engineers Centerline Station 5+84.08; thence along a tangent line N 74°49'32" E, a distance of 277.95 feet to a point being Engineers Centerline Station 3+06.13; thence along the arc of a 300.00 foot radius tangent curve to the right, an arc length of 171.26 feet, the chord of which bears S 88°49'12" E, 168.95 feet to Engineers Centerline

AFTER RECORDING, RETURN TO:
Pat Hinds/Bldg. #425

FOR TAX STATEMENTS:
Multnomah County
Transportation Division
1620 SE 190th Avenue
Portland OR 97233

Station 1+34.87; thence along a tangent line S 72°27'56" E, a distance of 134.87 feet to a point being Engineers Centerline Station 0+00 and the terminus of N.E. 238th Connector, said Station 0+00 also being a point of intersection with the centerline of the N.E. 242nd Connector, County Road No. 5007, at Engineers Centerline Station 15+34.77.

In addition, two tracts of land being described as follows:

TRACT 1: Beginning at a point on the West right-of-way line of N.E. 242nd Connector, County Road No. 5007, being 50.00 feet westerly, when measured at right angles to Engineers Centerline Station 15+90.09; thence S 27°36'39" W along said West right-of-way line, a distance of 33.54 feet to a point on the North right-of-way line of N.E. 238th Connector, County Road No. 5008, being 30.00 feet northerly, when measured at right angles to Engineers Centerline Station 0+45.58 of said N.E. 238th Connector; thence N 72°27'56" W along the North right-of-way line of said N.E. 238th Connector, a distance of 33.54 feet to a point; thence along the arc of a 40.00 foot radius, tangent curve to the left, the chord of which bears N 67°29'41" E, 51.40 feet, an arc distance of 55.82 feet to the point of beginning.

TRACT 2: Beginning at the point of intersection of the West right-of-way line of N.E. 242nd Connector, County Road No. 5007, being 50.00 feet westerly, when measured at right angles to Engineers Centerline Station 14+96.32 and the South right-of-way line of N.E. 238th Connector, County Road No. 5008, being 30.00 feet southerly, when measured at right angles to Engineers Centerline Station 0+55.73 of said N.E. 238th Connector; thence southerly on the West right-of-way line of said N.E. 242nd Connector along the arc of a 2,797.63 foot radius curve to the left, an arc distance of 46.21 feet to a point; thence northwesterly along the arc of a 40.00 foot radius curve to the left, the chord of which bears N 23°22'46" W, 60.46 feet, an arc distance of 68.54 feet, to a point of tangency with the South right-of-way line of said

N.E. 238TH CONNECTOR
North of N.E. Glisan Street
Item No. 95-28
May 3, 1995
Page 3

N.E. 238th Connector, said point being 30.00 feet southerly when measured at right angles to Engineers Centerline Station 1+02.27 of said N.E. 238th Connector; thence S 72°27'56" E along the South right-of-way line of said N.E. 238th Connector, a distance of 46.54 feet to the point of beginning.

This dedication contains 27,500 square feet, more or less, of newly dedicated right-of-way.

As shown on EXHIBIT "A", attached hereto and made a part of this document.

N.E. 238TH CONNECTOR
North of N.E. Glisan Street
Item No. 95-28
May 3, 1995
Page 4

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

DATED this 18th day of May, 1995.

MULTNOMAH COUNTY, OREGON

By

Beverly Stein
BEVERLY STEIN/Chair
Board of County Commissioners
for Multnomah County, Oregon

STATE OF OREGON County of Multnomah

SIGNED BEFORE ME May 18, 1995, personally appeared Beverly Stein, who, being sworn, stated that she is the Chair of the Board of County Commissioners for Multnomah County, Oregon, and that this instrument was voluntarily signed in behalf of said county by authority of its Board of Commissioners. Before me:



Carrie Anne Parkerson
Notary Public for said State

My Commission expires January 24, 1997

REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By John L. DuBay
JOHN L. DuBAY
Chief Asst. County Counsel

T1N	R3E
27	28
34	35

T.L. 200

The diagram shows a cross-section of a road with a total width of 130'. On the left side, there is a 50' offset from the centerline to the edge of the road. On the right side, there is a 21+50 offset from the centerline to the edge of the road. The road surface is indicated by a dashed line, and the edges are indicated by solid lines. The text 'CTOR OF IT' is partially visible on the left side.

$$\begin{aligned}\Delta &= 31^{\circ}04'23'' \\ R &= 300.00' \\ T &= 83.40' \\ L &= 162.70'\end{aligned}$$
$$\begin{aligned}\Delta &= 17^{\circ}59'55'' \\ R &= 636.67' \\ T &= 100.83' \\ L &= 200.00'\end{aligned}$$

STA 9+48.16 238TH CONNECTOR
= STA 17+07.66 N.E. 238TH DRIVE

$\Delta = 32^{\circ}42'32''$
 $R = 300.00'$
 $T = 88.04'$
 $L = 171.26'$

EXHIBIT "A"

$$\begin{aligned}\Delta &= 23^{\circ}33'35'' \\ R &= 2747.63' \\ T &= 573.00' \\ L &= 1129.81'\end{aligned}$$

NO SCALE

N.E. GLISAN ST.

N.E. CORNER
A. TAYLOR
D.L.C.

N.E. 242nd DR.

STA 0+00 N.E. 242ND CONNECTOR =
STA 1+64.80 N.E. 242ND AVE.

N.E. CHERRY PARK RD.

N.E. 238TH CONNECTOR
North of N.E. Glisan Street
Item No. 95-29
May 5, 1995

EASEMENT

MULTNOMAH COUNTY conveys to MULTNOMAH COUNTY, a political subdivision of the State of Oregon, a perpetual easement for the construction and maintenance of slope, utility and sidewalk facilities through, over, under, along and within the following described parcel of land:

A tract of land situated in the Northeast Quarter of Section 34 and the Northwest Quarter of Section 35, T1N, R3E, W.M., Multnomah County, Oregon, being variable in width and lying on each side of the centerline of N.E. 238th Connector, County Road No. 5008, said centerline being described as follows:

Commencing at an iron pipe on centerline at Engineers Station 19+60.19 of N.E. 238th Drive, County Road No. 2529; thence along said centerline N 87°54" E, a distance of 252.53 feet to an iron pipe on centerline at Engineers Station 17+07.66, said station also being Engineers Centerline Station 9+48.16 of N.E. 238th Connector, County Road No. 5008, and the point of beginning of the centerline of said N.E. 238th Connector; thence along the arc of a 636.67 foot radius tangent curve to the right, an arc length of 200.00 feet, the chord of which bears S 83°06'01" E, 199.17 feet to a point being Engineers Centerline Station 7+48.16; thence along a tangent line S 74°06'05" E, a distance of 1.38 feet to a point being Engineers Centerline Station 7+46.78; thence along the arc of a 300.00 foot radius tangent curve to the left, an arc length of 162.70 feet, the chord of which bears S 89°38'17" E, 160.71 feet to a point being Engineers Centerline Station 5+84.08; thence along a tangent line N 74°49'32" E, a distance of 277.95 feet to a point being Engineers Centerline Station 3+06.13; thence along the arc of a 300.00 foot radius tangent curve to the right, an arc length of 171.26 feet, the chord of which bears S 88°49'12" E, 168.95 feet to Engineers Centerline Station

AFTER RECORDING, RETURN TO:
Pat Hinds/Bldg. #425

FOR TAX STATEMENTS:
Multnomah County
Transportation Division
1620 SE 190th Avenue
Portland OR 97233

1+34.87; thence along a tangent line S 72°27'56" E, a distance of 134.87 feet to a point being Engineers Centerline Station 0+00 and the terminus of N.E. 238th Connector, said Station 0+00 also being a point of intersection with the centerline of the N.E. 242nd Connector, County Road No. 5007, at Engineers Centerline Station 15+34.77.

The widths, in feet, when measured at right angles to centerline of the above described easement are as follows:

<u>Station to Station</u>		<u>Width on South Side of Centerline</u>	<u>Width on North Side of Centerline</u>
0+00	1+34.87	50	
0+00	2+50		50
1+34.87	6+00	40	
2+50	5+84.08		70

The area of this easement, lying outside of the right-of-way of N.E. 238th Connector and outside the right-of-way of N.E. 242nd Connector, is 19,350 square feet, more or less.

As shown on EXHIBIT "A", attached hereto and made a part of this document.

N.E. 238TH CONNECTOR
North of N.E. Glisan Street
Item No. 95-29
May 5, 1995
Page 3

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

DATED this 18th day of May, 1995.

MULTNOMAH COUNTY, OREGON

By

Beverly Stein
BEVERLY STEIN/Chair
Board of County Commissioners
for Multnomah County, Oregon

STATE OF OREGON County of Multnomah

SIGNED BEFORE ME May 18, 1995, personally appeared
Beverly Stein, who, being sworn, stated that she is the
Chair of the Board of County Commissioners for Multnomah County, Oregon, and
that this instrument was voluntarily signed in behalf of said county by authority
of its Board of County Commissioners. Before me:



Carrie Anne Parkerson

My Commission expires January 24, 1997

REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By

John L. DaBay
JOHN L. DaBAY
Chief Asst. County Counsel

T1N	R3E
27	26
34	35
	T.L. 200

PROPOSED
EASEMENT

$$\begin{aligned}\Delta &= 31^{\circ}04'23'' \\ R &= 300.00' \\ T &= 83.40' \\ L &= 162.70'\end{aligned}$$

$\Delta = 17^{\circ}59'55''$
 $R = 636.67'$
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$$\begin{aligned}\Delta &= 32^{\circ}42'32'' \\ R &= 300.00' \\ T &= 88.04' \\ L &= 171.26'\end{aligned}$$

EXHIBIT "A"

STA 9+48.16 238TH CONNECTOR
= STA 17+07.66 N.E. 238TH DRIVE

$$\begin{aligned}\Delta &= 23^{\circ}33'35'' \\ R &= 2747.63' \\ T &= 573.00' \\ L &= 1129.81'\end{aligned}$$

NO SCALE

N.E. GLISAN ST.

N.E. CORNER
A. TAYLOR
D.L.C.

N.E. 242nd DR.

STA 0+00 N.E. 242ND CONNECTOR =
STA 1+64.80 N.E. 242ND AVE.

N.E. CHERRY PARK RD.

MEETING DATE: MAY 18 1995

AGENDA NO: R-11

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Grant of easement to Northwest Pipeline Corporation on Multnomah County Land in Sections 26 and 35, TIN, R3E, WM, Multnomah County, Oregon

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: May 18, 1995

Amount of Time Needed: 10 minutes

DEPARTMENT: Environmental Services **DIVISION:** Facilities & Property Management

CONTACT: Bob Oberst **TELEPHONE #:** 248-3851
BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

SEE SUPPLEMENT

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy Williams

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63 Copy of Order 95-112 Picked up by Bob Oberst
on 5-19-95

6193

BOARD OF
COUNTY COMMISSIONERS
1995 MAY - 8 PM 4:53
MULTNOMAH COUNTY
OREGON

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Robert Oberst, Facilities & Property Management *Bob O*

TODAY'S DATE: May 8, 1995

REQUESTED PLACEMENT: May 18, 1995

RE: Approval of Grant of Easement on County Farm at NE 242nd Avenue between Glisan and Halsey Streets to Northwest Pipeline Corporation

I. Recommendation/Action Requested: Approval by Board of Commissioners of RIGHT-OF-WAY AND EASEMENT granting to Northwest Pipeline corporation an easement for construction of a large diameter natural gas pipeline to increase service capacity on the Northwest system.

II. Background/Analysis: These parcels of land to be subject to the easement consist of a band of land approximately seven acres in area, fifty feet in width on the westerly side of the County Farm property extending from a point near Glisan Street (Cherry Park Road) on the south to a point north of Halsey Street on the north.

It will be located generally on the westerly boundary of the route of the potential Mt. Hood Parkway, also the route of a County road (242nd Avenue Connector) which may be built if the Parkway is not. The easement excludes the areas which would be included within the 242nd Avenue Connector and 238th Avenue connection as determined by the County Transportation Division.

The routing is compatible with the location of the Edgefield Childrens' Center and its future development and McMenamin's Edgefield. Potential conflicts with GSL Homes, Inc. the contract purchaser of a portion of the land involvement, and with Fujii Farms, an agricultural lessee, have been resolved to the satisfaction of all parties.

Northwest Pipeline Corporation is a common carrier of natural gas, licensed by the Federal Energy Regulatory Commission to transport natural gas and has been issued a certificate of Public Convenience and Necessity which would authorize it to obtain a right-of-way across the property through exercise of condemnation. The Corporation and County Facilities & Property Management have negotiated the routing, conditions and cost of the easement over a period of approximately eight months; we recommend granting the RIGHT-OF-WAY AND EASEMENT submitted herewith.

III. Financial Impact: The proposed purchase price of \$210,194.00 represents consideration of 50% of the land value for permanent easement acreage and 25% of land value for temporary easement

acreage, based upon values of: (a) \$35,000/acre industrial area, (b) \$48,000/acre north residential area, (c) \$65,000/acre south residential area and (d) \$6,000/acre open space. There is also an amount of \$9,108 included for reduction of value of the small area of developable land between McMenamin's and Edgefield Childrens' Center which is affected by the easement though not included therein; this was determined by engineering study of the effect of the easement upon this parcel. An independent appraisal of value of the land done for the County as of January 25, 1995 concludes the value of the land to be \$33,421/acre.

The grant of the RIGHT-OF-WAY AND EASEMENT would retain in the County and its successors in interest the right to use the land in ways that would not interfere with the pipeline. This would primarily consist of non-structural uses such as roads, parking, landscaping and other uses in connection with development of the adjacent property. These uses are consistent with the GSL and potential Edgefield Childrens' Center developments and other development which may take place on the small area remaining undeveloped between McMenamin's Edgefield and Edgefield Childrens' Center.

The proceeds of sale of the easement would be credited 50% each to the capital improvement fund and the natural areas acquisition fund.

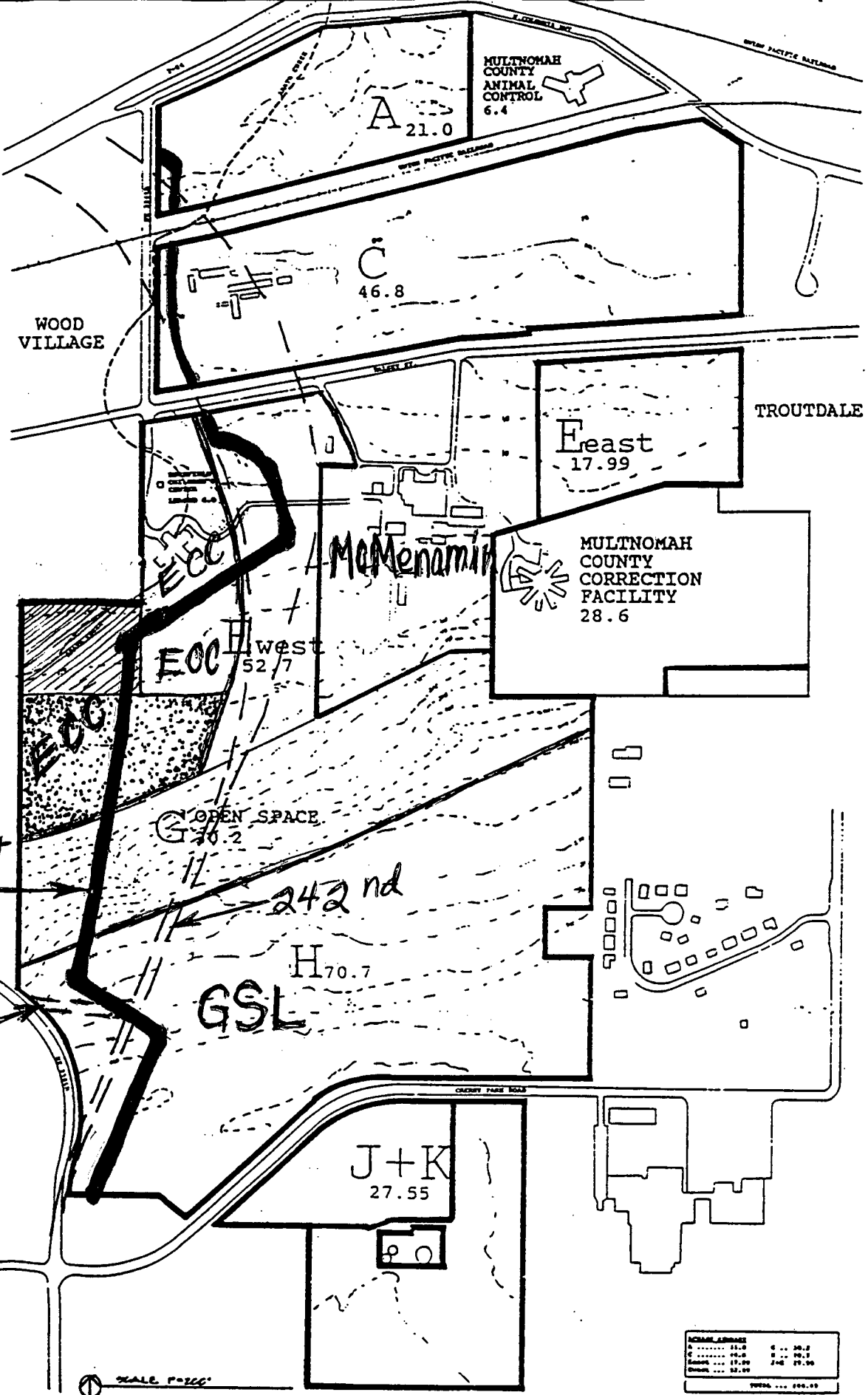
IV. Legal Issues: None, to Facilities & Property Management (FM) knowledge.

V. Controversial Issues: None, to FM knowledge.

VI. Link to Current County Policies: None, to FM knowledge.

VII. Citizen Participation: None involved or expected in this transaction, except consultation with Edgefield Childrens' Center, Michael McMenamin and GSL Homes. Citizen participation in the pipeline regulatory process is unknown to FM.

VIII. Other Government Participation: The placement and construction of the gas pipeline is subject to federal regulatory proceedings; involvement of other governmental bodies is not known to FM.



**MULTNOMAH
COUNTY
OREGON**

Dept. of Admin. Services/Facilities Planning Section, 2000 SE 10th Ave., Portland, OR 97202

COUNTY FARM PROPERTY

Page

drawn by: [illegible]
checked by: [illegible]

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the grant of a RIGHT-)
OF-WAY AND EASEMENT on County Land at)
the County Farm property in the NW1/4,)
Sections 26 and 35, T1N, R3E, WM,)
Multnomah County, Oregon.)

O R D E R
#

It appearing that the Northwest Pipeline Corporation is a common carrier of natural gas licensed by the Federal Energy Regulatory Commission and has been issued a Certificate of Public Convenience and Necessity authorizing it to obtain a right-of-way for construction of a pipeline for transmission of natural gas across land within Multnomah County's property known as the County Farm in order to serve present and future gas needs in the region; and

It appearing that Northwest Pipeline Corporation has requested a RIGHT-OF-WAY AND EASEMENT totalling approximately seven acres upon said land upon which to construct and maintain a gas transmission line adjacent to an existing gas line on an easement held by said corporation; and

It being determined that said corporation has offered to pay the sum of \$210,194.00 for said RIGHT-OF-WAY AND EASEMENT, that this amount equals or exceeds the value as determined by independent appraisal done January 25, 1995 and the Board being fully advised in the matter:

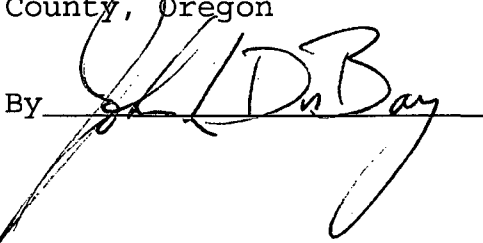
It is ORDERED that Multnomah County execute this RIGHT-OF-WAY AND EASEMENT before the Board this date and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Dated this ____ day of _____, 1995.

REVIEWED:

LAURENCE KRESSEL, County
Counsel for Multnomah
County, Oregon

By



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By

Beverly Stein, County Chair

consent, which shall not be unreasonably withheld. Grantor reserves the right to install roads, driveways, waterlines, sewer lines and other utilities, subject to terms and conditions of Grantee's encroachment resolution program and pursuant to specifications of Grantee's "Encroachment Permit" which may be amended as required.

Grantor represents and warrants that it is the owner in fee of the said described land and is entitled to execute this Easement. Grantee shall have the right to discharge or redeem for successors or assigns, but not for Grantor itself, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto. This right-of-way and easement shall be subject to all liens, encumbrances, and easements of record as of the date hereof, except to the extent such liens, encumbrances, and easements are specifically made subordinate to this right-of-way and easement by the holders thereof.

It is mutually understood and agreed that this Easement and the attached exhibits as written, covers and includes all of the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this Easement.

WITNESS THE EXECUTION THIS _____ DAY OF _____, 1995.

GRANTOR(S):

MULTNOMAH COUNTY

Witness to Signature(s)

Reviewed
By
MULTNOMAH COUNTY COUNSEL

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # _____ DATE _____

BOARD CLERK

By: _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
By: AGENDA # _____ DATE _____

BOARD CLERK

NORTHWEST PIPELINE CORPORATION

Phillip Anderson
Attorney-In-Fact

Land No. 591470G27B/B,C,E & F
02162

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Grant of a)
Right-of-Way and Easement on County) ORDER
Land at the County Farm Property in) 95- 112
the NW 1/4, Sections 26 and 35, T1N,)
R3E, WM, Multnomah County, Or)

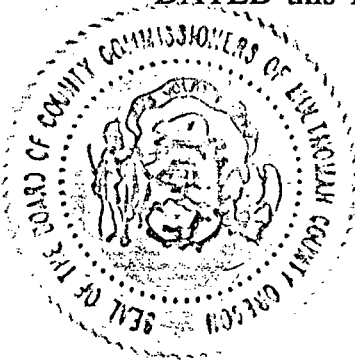
IT APPEARING that the Northwest Pipeline Corporation is a common carrier of natural gas licensed by the Federal Energy Regulatory Commission and has been issued a Certificate of Public Convenience and Necessity authorizing it to obtain a right-of-way for construction of a pipeline for transmission of natural gas across land within Multnomah County's property known as the County Farm in order to serve present and future gas needs in the region; and

IT APPEARING that Northwest Pipeline Corporation has requested a Right-of-Way and Easement totalling approximately seven acres upon said land upon which to construct and maintain a gas transmission line adjacent to an existing gas line on an easement held by said corporation; and

IT BEING determined that said corporation has offered to pay the sum of \$210,194.00 for said Right-of-Way and Easement, that this amount equals or exceeds the value as determined by independent appraisal done January 25, 1995 and the Board being fully advised in the matter; now therefore

IT IS HEREBY ORDERED that Multnomah County execute this Right-of-Way and Easement before the Board this date and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

DATED this 18th day of May, 1995.

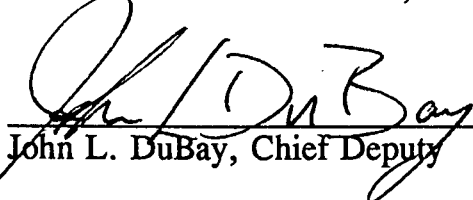


BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON


John L. DuBay, Chief Deputy

**NORTHWEST PIPELINE CORPORATION
RIGHT-OF-WAY AND EASEMENT**

For Ten Dollars (\$10.00) and other valuable consideration, MULTNOMAH COUNTY, a/k/a COUNTY OF MULTNOMAH, c/o Facilities and Property Management, 2505 S.E. 11th Avenue, Portland, Oregon 97202 ("Grantor"), grants, sells and conveys to NORTHWEST PIPELINE CORPORATION ("Grantee"), P.O. Box 58900, Salt Lake City, Utah 84158-0900 ("Grantee"), its successors and assigns, an exclusive right-of-way and easement ("Easement") to locate, survey a route, construct, entrench, maintain, protect, inspect and operate an underground pipeline or pipelines and facilities related to the operation of such pipeline or pipelines including cathodic equipment and/or communications cable with appurtenances including but not limited to valves, metering equipment, electrical cable, underground conduit, splicing boxes and roads ("facilities") over, under and through the land described below, approximately along the line that has or shall be designated by survey by Grantee, through and over the said land on a right-of-way situated in Multnomah County, State of Oregon, described in Exhibit "A" attached hereto and made a part of this agreement.

This Easement conveys to Grantee the right of ingress and egress to and from, and access on and over said right-of-way, utilizing existing and future roads, for the purpose of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe ("work").

Grantee agrees that within a reasonable time following the completion of its work and subject to weather and/or soil conditions, Grantee shall as near as practicable restore said right-of-way to its original contours and condition of rockiness. Grantee shall compensate Grantor for adequately documented damages which directly result from its work, including loss of business, timber, growing crops, pasture and livestock. Damages to other real or personal property shall be repaired by Grantee or the Grantor shall be compensated for such repairs. Specific conditions which shall apply to the initial construction of facilities are described in Exhibit "E" attached hereto and made a part of this agreement. Grantee shall have the right to cut and keep clear without payment of damages all trees, brush and other obstructions that may, in the Grantee's opinion, endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said facilities.

Grantee shall possess the above-described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way granted to the Grantee, its successors and assigns, and the Grantee may assign the rights and easements granted under this Easement, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, its heirs, legal representatives and successors in title.

Grantee may at any time, in accordance with regulatory approval, permanently abandon said right-of-way and at its discretion may remove or abandon in place improvements constructed on it. Upon such abandonment action, Grantee shall execute and record a reconveyance and release of this Easement whereupon this right-of-way and easement and all rights and privileges mutually granted shall be fully canceled and terminated.

Grantor reserves the right to use and enjoy said property except for the purposes granted in this Easement, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights or disturb its facilities and no reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along or within said right-of-way without Grantee's prior written

consent, which shall not be unreasonably withheld. Grantor reserves the right to install roads, driveways, waterlines, sewer lines and other utilities, subject to terms and conditions of Grantee's encroachment resolution program and pursuant to specifications of Grantee's "Encroachment Permit" which may be amended as required.

Grantor represents and warrants that it is the owner in fee of the said described land and is entitled to execute this Easement. Grantee shall have the right to discharge or redeem for successors or assigns, but not for Grantor itself, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto. This right-of-way and easement shall be subject to all liens, encumbrances, and easements of record as of the date hereof, except to the extent such liens, encumbrances, and easements are specifically made subordinate to this right-of-way and easement by the holders thereof.

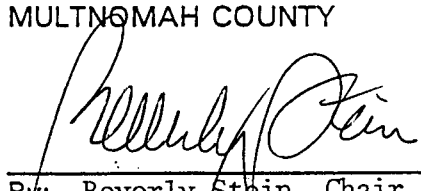
It is mutually understood and agreed that this Easement and the attached exhibits as written, covers and includes all of the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this Easement.

WITNESS THE EXECUTION THIS 18th DAY OF May, 1995.

GRANTOR(S):

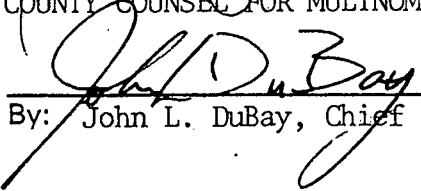
MULTNOMAH COUNTY

Witness to Signature(s)


By: Beverly Stein, Chair

REVIEWED:

COUNTY COUNSEL FOR MULTNOMAH COUNTY


By: John L. DuBay, Chief Deputy

NORTHWEST PIPELINE CORPORATION

Phillip Anderson
Attorney-In-Fact

Land No. 591470G27B/B,C,E & F
02162

ACKNOWLEDGEMENT

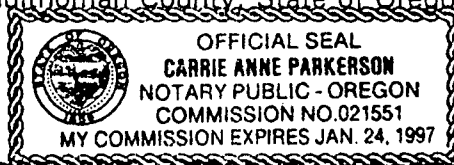
STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this 18th day of May,
1995, by Beverly Stein, Chair, Multnomah County Board of Commissioners, on behalf
of said Board.

My Commission Expires:

January 24, 1997

Notary Public in and for
Multnomah County, State of Oregon



ACKNOWLEDGEMENT--ATTORNEY-IN-FACT

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

On the ____ day of _____, 1995, Phillip Anderson, personally appeared before me and being
by me duly sworn, did say that she/he is the Attorney-in-Fact of Northwest Pipeline Corporation, and
that the Agreement was signed on behalf of Northwest Pipeline Corporation and said Phillip Anderson
acknowledged to me that she/he as such Attorney-in-Fact executed the same.

My Commission Expires:

Notary Public in and for
Multnomah County, State of Oregon

EXHIBIT "A"

PERMANENT RIGHT-OF-WAY

A strip of land varying in width over and across Parcel 1 of Partition Plat No. 1993-97 in the Southwest Quarter (SW 1/4) of Section 26 and the Northwest Quarter (NW 1/4) of Section 35 in Township 1 North, Range 3 East of the Willamette Meridian, in Multnomah County, Oregon. The boundaries of said strip of land lie 35 feet and 45 feet on the easterly side of, and 15 feet and 10 feet on the westerly side of, and are parallel with, the following described survey line, and are to be lengthened or shortened to terminate at the angle points and on the Northerly and Southerly lines of said Parcel 1. The basis of bearings in the Oregon State Coordinate System (NAD-83), North Zone:

Beginning at a point on the South line of N.E. Halsey Street that bears S80°30'09"W, 573.49 feet from the Northeast corner of said Partition Plat No. 1993-97, evidenced by a 3/4 inch iron pin, where said strip of land is 35 feet wide on the easterly side and 15 feet wide on the westerly side of this survey line; THENCE S38°21'08"E, 153.54 feet; THENCE S51°16'44"E, 40.0 feet; THENCE S64°12'20"E, 40.0 feet; THENCE S77°07'56"E, 40.0 feet; THENCE N89°56'36"E, 115.96 feet; THENCE S76°36'47"E, 40.0 feet; THENCE S63°26'03"E, 40.0 feet; THENCE S50°15'19"E, 40.0 feet; THENCE S37°04'35"E, 40.0 feet; THENCE S23°53'51"E, 40.0 feet; THENCE S10°59'08"E, 177.03 feet; THENCE S33°59'54"W, 40.92 feet; THENCE S63°47'11"W, 721.08 feet; THENCE S52°44'49"W, 138.29 feet to a point where said strip of land is 45 feet on the easterly side and 10 feet wide on the westerly side of this survey line; THENCE S07°44'49"W, 1343.07 feet; THENCE S09°40'07"W, 267.34 feet; THENCE S35°19'53", 270.00 feet; THENCE S16°56'32"W, 728.0 feet; THENCE S08°28'13"W, 11.59 feet to a point on the South line of said Parcel 1 that bears N88°56'40"W, 414.45 feet from an angle point on the South line of said Partition Plat No. 1993-97, evidenced by a 3/4 inch iron pin. As shown on Exhibit "B" attached hereto and made a part hereof.

LESS AND EXCEPT that area of land to be dedicated by Multnomah County as the (proposed) N.E. 242nd Avenue Connector Roadway and the (proposed) 238th Avenue Connector Roadway described on Exhibit "D", attached hereto and made a part hereof.

Containing 5.36 acres, more or less.

TEMPORARY RIGHT-OF-WAY

A strip of land 10 feet wide adjoining the westerly line of the hereinabove described 50 foot wide strip of land where said strip of land is 15 feet wide on the westerly side of the above described survey line, the easterly line of which is coincident with said westerly line.

A strip of land 30 feet wide adjoining the easterly line of the hereinabove described 50 foot wide strip of land where said strip of land is 35 feet wide on the easterly side of the above described survey line, the westerly line of which is coincident with said easterly line.

A strip of land 20 feet wide adjoining the westerly line of the hereinabove described 55 foot wide strip of land where said strip of land is 10 feet wide on the westerly side of the above described survey line, the easterly line of which is coincident with said westerly line.

A strip of land 15 feet wide adjoining the easterly line of the hereinabove described 55 foot wide strip of land where said strip of land is 45 feet wide on the easterly side of the above described survey line, the westerly line of which is coincident with said easterly line.

As shown on Exhibit "B" attached hereto and made a part hereof.

Containing 3.77 acres, more or less

EXHIBIT "A" (continued)

TEMPORARY WORK AREA

5 strips of land as shown on Exhibit "B" attached hereto and made a part hereof.

Containing 5.14 acres, more or less.

PERMANENT RIGHT-OF-WAY

A strip of land 75 feet in width over and across that property in the Addison C. Dunbar D.L.C. No. 41 in Section 26 in Township 1 North, Range 3 East of the Willamette Meridian, in Multnomah County, Oregon, as described in Deeds recorded in Book 929, Page 291 and in Book 465, Page 338, Official Records of Multnomah County, Oregon. The boundaries of said strip of land lie 55 feet on the easterly side of, and 20 feet on the westerly side of, and are parallel with, the following described survey line, and are to be lengthened or shortened to terminate on the West and South lines of said property. The basis of bearings is the Oregon State Coordinate System (NAD-83), North Zone:

Beginning at a point that bears S89°51'45"E, 523.54 feet from the West quarter corner of Section 26, said Township and Range, evidenced by a 4 inch brass disk in concrete; THENCE S59°10'38"E, 34.06 feet to the West line of said property; THENCE continuing S59°10'38"E, 103.32 feet; THENCE S00°34'22"W, 114.06 feet to the Northerly right-of-way line of the Union Pacific mainline track; THENCE continuing S00°34'22"W, 102.80 feet to the South right-of-way line of said mainline track; THENCE continuing S00°34'22"W, 217.35 feet; THENCE S10°34'22"W, 64.15 feet; THENCE S01°10'51"W, 277.08 feet; THENCE S11°59'49"E, 40.00 feet; THENCE S20°10'29"E, 40.00 feet; THENCE S38°21'08"E, 150.04 feet to a point on the South line of N.E. Halsey Street that bears S80°30'23"W, 580.09 feet from the most westerly northeast corner of Parcel 1 of Partition Plat No. 1993-97, Official Records of Multnomah County, Oregon, evidenced by a 3/4 inch iron pin.

As shown on Exhibit "C" attached hereto and made a part hereof.

LESS AND EXCEPT those portions of the above described property which exist within the right-of-way boundaries of N.E. 244th Avenue, N.E. Halsey Street and the Union Pacific mainline track.

Containing 1.78 acres, more or less.

TEMPORARY RIGHT-OF-WAY

A strip of land 10 feet wide adjoining the westerly line of the hereinabove described 75 foot wide strip of land, the easterly line of which is coincident with said westerly line. A strip of land 5 feet wide adjoining the easterly line of the hereinabove described 75 foot wide strip of land, the westerly line of which is coincident with said easterly line.

As shown on Exhibit "C" attached hereto and made a part hereof.

LESS AND EXCEPT those portions of the above described property which exist within the right-of-way boundaries of N.E. 244th Avenue, N.E. Halsey Street and the Union Pacific mainline track.

Containing 0.22 acres, more or less.

EXHIBIT "B"

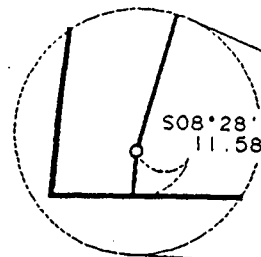
LINE	DIRECTION	DISTANCE
L1	S38°21'08"E	153.54'
L2	S51°16'44"E	40.00'
L3	S64°12'20"E	40.00'
L4	S77°07'56"E	40.00'
L5	N89°56'36"E	115.96'
L6	S76°36'47"E	40.00'
L7	S63°26'03"E	40.00'
L8	S50°15'19"E	40.00'
L9	S37°04'35"E	40.00'
L10	S23°53'51"E	40.00'
L11	S10°59'08"E	177.03'
L12	S33°59'54"W	40.92'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
FEB. 14, 1985
MARK R. HEIDECHE
2132

EXPIRES 6/30/95

DETAIL B
NOT TO SCALE



N.E. GLISAN ST.

Fnd: 1/4 Corner 34 3/4" Brass Cap

DATE OF SURVEY: JANUARY 1994
LAND NO.: 02156
W.O. NO.: 32986
REF. DWG.: 2479.0-7

PARTITION PLAT NO.
1993-97
PARCEL 1

DETAIL A
NOT TO SCALE

- LEGEND
- Found Monument as described.
 - Found 1/4 Corner as described
 - Found Section Corner as described
 - Proposed Pipeline Centerline
 - Permanent Easement
 - Temporary Easement
 - Temporary Work Area
 - Existing Gas Pipeline Easement
 - Existing Gas Pipeline

6	REVISED CENTERLINE ALIGNMENT	RHF	4/24/95	1/1
5	REVISED CENTERLINE ALIGNMENT	MDG	4/03/95	
4	LAND NO. CHANGE	MDG	10/13/94	
3	REVISED ROW CONFIGURATION	MDG	9/21/94	
NO	REVISION	BY	DATE	APP
SURVEYED BY: GERA G.E. Raleigh and Associates, Inc. CONSULTANTS P.O. Box 25247 Portland, Oregon 97225 15031 626-6656				

NORTHWEST PIPELINE CORPORATION
ONE OF THE WILLIAMS COMPANIES

PROPOSED 30" O.D.
CAMAS TO EUGENE LOOP ACROSS
MULTNOMAH COUNTY PROPERTY
SEC. 26 & 35 TWS. 1-N, RNG. 3-E
MULTNOMAH COUNTY, OREGON

SCALE 1" = 500' DATE 4-22-94
DRAWN BY JMG CHECKED BY MRH/RHF APPR [Signature]
NO 2479.1-X-18 2 OF 2

BIT "C"

id Expressway
I-84

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Mark R. Heidecke

OREGON
FEB. 14, 1986
MARK R. HEIDECKE
2132

EXPIRES 6/30/95

End 4" Brass Cap
In Conc



27

523.54'
89°51'45"E
ss Disk

34.06

559°10'38"E
103.32'

30' X 90'
TEMP.
WORK AREA

Addison C. Dunbar
D.L.C. No. 41

UNION PACIFIC

MULTNOMAH COUNTY
DEEDS RECORDED
IN BOOK 929, PG 291
and BOOK 465, PG 338

Iron Rod
"Marx Assoc."

End 4" Brass Cap
WC to DLC Corner

S10°34'22"W
64.15'

S00°34'22"W

50' X 120'
TEMP.
WORK AREA

DETAIL
NOT TO SCALE

VARIES

TEMPORARY
EASEMENT 10'

PERMANENT
EASEMENT 75'

S25°10'29"E
40.00'

S38°21'08"E
150.04'

S80°30'40"W
580.09'

S01°10'51"W

277.08'

217.35'

102.80'

114.06'

60.7'

117.7'

117.7'

117.7'

117.7'

117.7'

117.7'

117.7'

117.7'

117.7'

S59°49"E
40.00'

as described.
er as described

ine Centerline

ment TEMP.

ment WORK AREA

ment

Area

End 3/4" IP

DATE OF SURVEY: JANUARY 1994
LAND NO.: 02156
W.O. NO.: 32986
REF. DWG.: 2479.0-7

Parcel 1
Partition Plat No.
1993-97

End 3/4" IP

- Four
- Four
- Prop
- Pe..
- Temp
- Temp

2	REVISED TEM
	LAND NO CHA
1	REVISED CEY
NO	

SURVEYED BY
GERA
CONSULT

REAS 8	MDG 10/94
SENT	RHF 8/94
BY	DATE APP

h and Associates, Inc.
P.O. Box 25247
Portland, Oregon 97225
(503) 626-6656

NORTHWEST PIPELINE CORPORATION

PROPOSED 30" O.D.
CAMAS TO EUGENE LOOP ACROSS
MULTNOMAH COUNTY
SEC. 26 TWS. 1-N, RNG. 3-E
MULTNOMAH COUNTY, OREGON

SCALE 1" = 200'	DATE 4-27-94	APPR B
DRAWN BY MDG	CHECKED BY MRH/RHF	NO 2479.1-X-74 SHT. 2

Exhibit D

Pages 1-25

N.E. 242ND CONNECTOR
N.E. Glisan Street to
N.E. Sandy Road
Item No. 95-19
May 2, 1995

DEED OF DEDICATION

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

A tract of land situated in the Northwest One-quarter of Section 35 and the Southwest One-quarter of Section 26, T1N, R3E, W.M., Multnomah County, Oregon, being more particularly described as follows:

Commencing at a brass cap at the northeast corner of the A. Taylor D.L.C., being Engineers Centerline Station 0+00 for N.E. 242nd Drive, County Road No. 3085, also being Engineers Centerline Station 52+45.81 for N.E. Glisan Street, County Road No. 2326; thence S 1°19'38" W along the centerline of said N.E. 242nd Drive, a distance of 164.80 feet to a point being Engineers Centerline Station 1+64.80 of N.E. 242nd Drive, said point also being the true point of beginning of the centerline of N.E. 242nd Connector, County Road No. 5007 (Engineers Centerline Station 0+00), being a 100.00 foot wide right-of-way, 50.00 feet in width on each side of the following described centerline; thence N 4°03'04" E, a distance of 404.96 feet to a point being Engineers Centerline Station 4+04.96; thence northeasterly along the arc of a 2,747.63 foot radius tangent curve to the right, the chord of which bears N 15°49'52" E, 1,121.87 feet, an arc distance of 1,129.81 feet to a point being Engineers Centerline Station 15+34.77; thence along a tangent line N 27°36'39" E, a distance of 1,149.13 feet to a point being Engineers Centerline Station 26+83.90; thence along the arc of a 1,711.27 foot radius tangent curve to the left, the chord of which bears N 9°05'54" E, 1,086.70 feet, an arc distance of 1,105.84 feet to a point being Engineers Centerline Station 37+89.74; thence along a tangent line N 9°24'51" W, a distance of 417.12 feet to a point of intersection with the centerline of N.E. Halsey Street (Engineers Centerline Station 317+64.91), being County Road No. 1180, said N.E. Halsey Street Intersection Station 317+64.91 bears S 79°06' W, 479.17 feet from an iron pipe at Engineers Centerline Station 322+44.08 of said N.E. Halsey Street.

AFTER RECORDING RETURN TO:
Pat Hinds/Bldg. #425

FOR TAX STATEMENTS:
Multnomah County
Transportation Division
1620 SE 190th Avenue
Portland OR 97233

In addition, two tracts of land being described as follows:

TRACT 1: Beginning at the point of intersection of the South right-of-way line of N.E. Halsey Street, County Road No. 1180, being 40.00 feet southerly when measured at right angles to the centerline thereof, and the East right-of-way line of the N.E. 242nd Connector, County Road No. 5007, being 50.00 feet easterly, when measured at right angles to the centerline thereof; thence N $79^{\circ}06'$ E, 43.85 feet along the South right-of-way line of said N.E. Halsey Street to a point; thence along the arc of a 45.00 foot radius tangent curve to the left, the chord of which bears S $34^{\circ}50'35''$ W, 62.81 feet, an arc length of 69.52 feet to a point of tangency with the East right-of-way line of said N.E. 242nd Connector; thence N $9^{\circ}24'51''$ W along the East right-of-way line of said N.E. 242nd Connector, a distance of 43.85 feet to the point of beginning.

TRACT 2: Beginning at the point of intersection of the South right-of-way line of N.E. Halsey Street, County Road No. 1180, being 40.00 feet southerly when measured at right angles to the centerline thereof, and the West right-of-way line of the N.E. 242nd Connector, County Road No. 5007, being 50.00 feet westerly, when measured at right angles to the centerline thereof; thence S $79^{\circ}06'$ W along said South right-of-way line, a distance of 46.18 feet to a point; thence along the arc of a 45.00 foot radius tangent curve to the right, the chord of which bears S $55^{\circ}09'25''$ E, 64.46 feet, an arc length of 71.85 feet to a point of tangency with the West right-of-way line of said N.E. 242nd Connector; thence along the West right-of-way line of the N.E. 242nd Connector, a distance of 46.18 feet to the point of beginning.

Excepting therefrom: Those tracts of land conveyed to Frank Amato Jr., et al., identified as Parcel II of Exhibit "A" and Exhibit "B" of that deed recorded in Volume 94, Page 124503 of Multnomah County Deed Records on August 17, 1995, and being more particularly described as follows:

Multnomah County tract; thence N 1°08'05" E along said West right-of-way line, a distance of 136.25 feet to an iron rod; thence S 89°03'51" W parallel with the North right-of-way line of said N.E. Glisan Street, a distance of 165.45 feet to an iron rod in the West line of said legal subdivision; thence S 1°19'42" W along said West line, a distance of 157.61 feet to the point of beginning.

Also excepting therefrom that tract of land conveyed to Gamor Development Northwest, Inc., as recorded August 26, 1994, in Volume 94, Page 129614 of Multnomah County Deed Records, being more particularly described as follows:

A tract of land located in the East half of Section 34 and the West half of Section 35, Township 1 North, Range 3 East of the Willamette Meridian, and being within the A. Taylor Donation Land Claim, City of Gresham, Multnomah County, State of Oregon, and more particularly described as follows:

Commencing at the northeast corner of said A. Taylor Donation Land Claim, being at the center of the intersection of N.E. Glisan Street and N.E. 242nd Drive; thence S 43°51'30" W, a distance of 43.29 feet to the intersection of the South right-of-way line of N.E. Glisan Street, 30.00 feet South of the centerline thereof, and the West right-of-way line of N.E. 242nd Drive, 30.00 feet West of the centerline thereof and to the TRUE POINT OF BEGINNING of this description; thence S 00°00'39" E along the said West right-of-way line, a distance of 862.12 feet; thence N 89°25'57" W, a distance of 1,275.06 feet to a point on the West line of that tract of land deeded to Wayne McGill and Helen Kaye McGill, husband and wife, by deed recorded March 31, 1954, in Book 1651 at Page 303 of the Multnomah County Deed Records; thence N 00°00'39" W along said McGill West line, a distance of 853.54 feet to a point on the

N.E. 242ND CONNECTOR
N.E. Glisan Street to
N.E. Sandy Road
Item No. 95-19
May 2, 1995
Page 6

South right-of-way line of N.E. Glisan Street, 30.00 feet South of the centerline thereof; thence S 89°25'57" E along said South right-of-way line, 30.00 feet South of the centerline thereof, a distance of 1,101.87 feet to an angle point in said South right-of-way line, and to a point that is S 00°51'09" E, a distance of 30.01 feet from the southern southeast corner of the A.C. Dunbar Donation Land Claim; thence N 87°43'39" E continuing along said South right-of-way line, a distance of 173.32 feet to the above referenced TRUE POINT OF BEGINNING of this description.

Containing 25.00 acres, more or less.

This roadway dedication contains 346,000 square feet, more or less.

As shown on EXHIBIT "C", attached hereto and made a part of this document.

N.E. 242ND DRIVE CONNECTOR
N.E. Glisan Street to
N. E. Sandy Road
Item No. 95-19
May 2, 1995
Page 7

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

DATED this 18th day of May, 1995.

MULTNOMAH COUNTY, OREGON

By Beverly Stein
BEVERLY STEIN/Chair
Board of County Commissioners
for Multnomah County, Oregon

STATE OF OREGON County of Multnomah

SIGNED BEFORE ME May 18, 1995, personally appeared
Beverly Stein, who, being sworn, stated that she is the
Chair of the Board of County Commissioners for Multnomah County, Oregon, and that
this instrument was voluntarily signed in behalf of said county by authority of
its Board of County Commissioners. Before me:



Carrie Anne Parkerson
Notary Public for said State

My Commission expires January 24, 1997

REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By John L. DuBay
JOHN L. DuBAY
Chief Asst. County Counsel

EXHIBIT "C"



NO SCALE

$\Delta = 37^{\circ}01'30''$
 $R = 1711.27'$
 $T = 573.00'$
 $L = 1105.84'$

T1N R3E

27 26

34 35

T.L. 200

MATCH LINE

MATCH LINE
SEE PG. 2 OF 2

PROPOSED ROW

PROPOSED ROW

PROPOSED EASEMENT

PROPOSED EASEMENT

N.E. 238th DR.

RIGHT OF WAY
 N.E. 242nd CONNECTOR
 ITEM NO. 95-19
 APRIL 17, 1995

$\Delta = 23^{\circ}33'35''$
 $R = 2747.63'$
 $T = 573.00'$
 $L = 1129.81'$

T.L. 600

PC = 4+04.96

T.L. 701

N.E. GLISAN ST

N.E. CORNER
 A. TAYLOR
 D.L.C.

N.E. 242nd DR.

STA 0+00 N.E. 242ND CONNECTOR =
 STA 1+64.80 N.E. 242ND AVE.

RIGHT OF WAY
N.E. 242nd CONNECTOR
ITEM NO. 95-19
APRIL 17, 1995

EXHIBIT "C"



NO SCALE

T1N R3E
27 26
34 35
T.L. 200

PROPOSED ROW

PROPOSED ROW

SEE PG. 1 OF 2
MATCH LINE

MATCH LINE

FUTURE DRAINAGE
EASEMENT

PROPOSED
EASEMENT

PROPOSED
EASEMENT

PROPOSED ROW

PROPOSED ROW

N.E. HALSEY ST.

STA 42+06.85 N.E. 242ND CONNECTOR =
STA 317+64.91 N.E. HALSEY STREET

ENG. CL. STATION
322+44.08

417.12'
N 79°06' E

T.L. 500

T.L. 900

T.L. 200

T.L. 400

$\Delta = 37^{\circ}01'30''$
 $R = 1711.27'$
 $T = 573.00'$
 $L = 1105.84'$

PC = 26+83.90

PT = 37+89.74

329+50

30+00

35+00

40+00

39+00

38+00

21+50

25+00

20+00

15+00

10+00

5+00

0+00

45+00

40+00

35+00

30+00

25+00

20+00

15+00

10+00

5+00

0+00

N.E. 242ND CONNECTOR
N.E. Glisan Street to
N.E. Sandy Road
Item No. 95-22
May 3, 1995

EASEMENT

MULTNOMAH COUNTY conveys to MULTNOMAH COUNTY, a political subdivision of the State of Oregon, a perpetual easement for the construction and maintenance of slope, utility, sidewalk and drainage facilities through, over, under, along and within the following described tract of land:

A tract of land situated in the Southwest One-quarter of Section 26 and Northwest One-quarter of Section 35, T1N, R3E, W.M., Multnomah County, Oregon, being variable in width and lying on each side of the centerline of N.E. 242nd Connector, County Road No. 5007, said centerline being described as follows:

Commencing at a brass cap at the northeast corner of the A. Taylor D.L.C., being Engineers Centerline Station 0+00 for N.E. 242nd Drive, County Road No. 3085, also being Engineers Centerline Station 52+45.81 for N.E. Glisan Street, County Road No. 2326; thence S 1°19'38" W along the centerline of said N.E. 242nd Drive, a distance of 164.80 feet to a point being Engineers Centerline Station 1+64.80 of N.E. 242nd Drive, said point also being the true point of beginning of the centerline of N.E. 242nd Connector, County Road No. 5007 (Engineers Centerline Station 0+00), being a 100.00 foot wide right-of-way, 50.00 feet in width on each side of the following described centerline; thence N 4°03'04" E, a distance of 404.96 feet to a point being Engineers Centerline Station 4+04.96; thence northeasterly along the arc of a 2,747.63 foot radius tangent curve to the right, the chord of which bears N 15°49'52" E, 1,121.87 feet, an arc distance of 1,129.81 feet to a point being Engineers Centerline Station 15+34.77; thence along a tangent line N 27°36'39" E, a distance of 1,149.13 feet to a point being Engineers Centerline Station 26+83.90; thence along the arc of a 1,711.27 foot radius tangent curve to the left, the chord of which bears N 9°05'54" E, 1,086.70 feet, an arc distance of 1,105.84 feet to a point being

AFTER RECORDING, RETURN TO:
Pat Hinds/Bldg. #425

FOR TAX STATEMENTS:
Multnomah County
Transportation Division
1620 SE 190th Avenue
Portland OR 97233

N.E. 242ND CONNECTOR
N.E. Glisan Street to
N.E. Sandy Road
Item No. 95-22
May 3, 1995
Page 2

Engineers Centerline Station 37+89.74; thence along a tangent line N 9°24'51" W, a distance of 417.12 feet to a point of intersection with the centerline of N.E. Halsey Street (Engineers Centerline Station 317+64.91), being County Road No. 1180, said N.E. Halsey Street Intersection Station 317+64.91 bears S 79°06' W, 479.17 feet from an iron pipe at Engineers Centerline Station 322+44.08 of said N.E. Halsey Street.

The width in feet, when measured at right angles to centerline, of the above described easements are as follows:

<u>Station</u>	<u>To</u>	<u>Station</u>	<u>Width on Westerly Side of Centerline</u>	<u>Width on Easterly Side of Centerline</u>
0+00			0	0
1+64.80		4+04.96		70
4+04.96		7+00		80
7+00		15+34.77		105
9+75		21+50	100	
15+34.77		21+50		130
21+50		26+83.90	130	
21+50		29+50		100
26+83.90		29+50	110	
29+50		42+06.86		85
29+50		32+00	85	
32+00		39+00	185	
39+00		42+06.86	85	

Excepting therefrom: Those tracts of land conveyed to Frank Amato Jr., et al, by deed recorded August 17, 1994, in Volume 94, Page 124503 of Multnomah County Deed Records, being identified as Parcel II of Exhibit "A" and Exhibit "B" of said Volume 94, Page 124503, and being more particularly described as follows:

Parcel II of Exhibit "A" (Volume 94, Page 124503):

A tract in the Northwest Quarter of Section 35, T1N, R3E, of the W.M., in the County of Multnomah and State of Oregon, described as follows:

Beginning at a point in the centerline of Cherry Park Road No. 571, 693 feet West of the southeast corner of the A.C. Dunbar Donation Land Claim, in said Section 35, said point of beginning being the northwest corner of the tract mortgaged to J. Ross Brown, et al, by mortgage recorded December 9, 1953, in Ps Mortgage Book 1586, Page 328; thence West on said road centerline 423.3 feet to the centerline of said road where it turns South; thence South on said centerline 660 feet; thence East 426.8 feet, more or less, to the southeast corner of said Brown tract; thence North 660 feet to the point of beginning.

Exhibit "B" (Volume 94, Page 124503):

A tract of land in the Northwest Quarter of Section 35, T1N, R3E of the Willamette Meridian, Multnomah County, Oregon.

Commencing at the point of intersection of the centerline of N.E. Cherry Park Road, County Road No. 571, and the East right-of-way line of N.E. 238th Drive, County Road No. 2529; thence S 88°46'56" E along said centerline, 10.00 feet to a point which is the true point of beginning of this description; thence continuing S 88°46'56" E along said centerline, 543.52 feet to a point; thence N 39°56'36" W, 150.62 feet to

N.E. 242ND CONNECTOR
N.E. Glisan Street to
N.E. Sandy Road
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Page 4

a point; thence N 88°46'56" W along a line which is parallel to and 113.40 feet (when measured at right angles) North of above said centerline 441.54 feet to a point; thence southerly along a line which is parallel to and 40.00 feet (when measured at right angles) East of the centerline of above said N.E. 238th Drive, County Road No. 2529, along a tangent curve to the left, having a radius of 1,392.50 feet, the chord of which bears S 03°06'21" W, 78.19 feet, an arc distance of 78.20 feet to a point; thence S 01°29'49" W continuing along said parallel line, 35.25 feet to the true point of beginning of this description.

Containing 55,917 square feet, more or less.

The area of this easement, lying outside of the right-of-way of the N.E. 242nd Connector, is 414,300 square feet, more or less.

As shown on attached EXHIBIT "C", and hereby made a part of this document.

N.E. 242ND CONNECTOR
N.E. Glisan Street to
N. E. Sandy Road
Item No. 95-22
May 3, 1995
Page 5

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

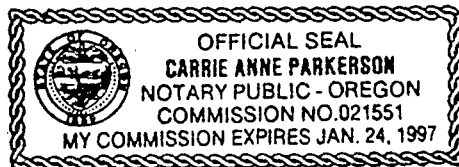
DATED this 18th day of May, 1995.

MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
BEVERLY STEIN/Chair
Board of County Commissioners
for Multnomah County, Oregon

STATE OF OREGON County of Multnomah

SIGNED BEFORE ME May 18, 1995, personally appeared
Beverly Stein, who, being sworn, stated that she is the
Chair of the Board of County Commissioners for Multnomah County, Oregon, and that
this instrument was voluntarily signed in behalf of said county by authority of
its Board of County Commissioners. Before me:



Carrie Anne Parkerson
Notary Public for said State

My Commission expires January 24, 1997

REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By *John L. Dubay*
JOHN L. DUBAY
Chief Asst. County Counsel

EXHIBIT "C"



NO SCALE

$\Delta = 37^{\circ}01'30''$
 $R = 1711.27'$
 $T = 573.00'$
 $L = 1105.84'$

MATCH LINE

MATCH LINE
 SEE PG. 2 OF 2

PROPOSED ROW

PROPOSED ROW

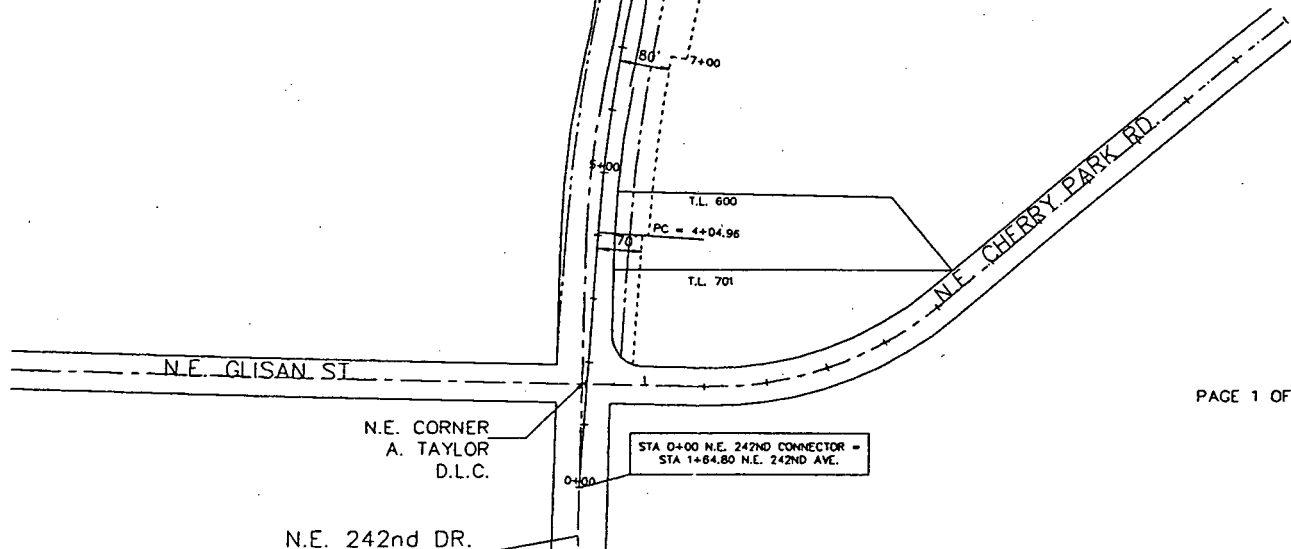
PROPOSED EASEMENT

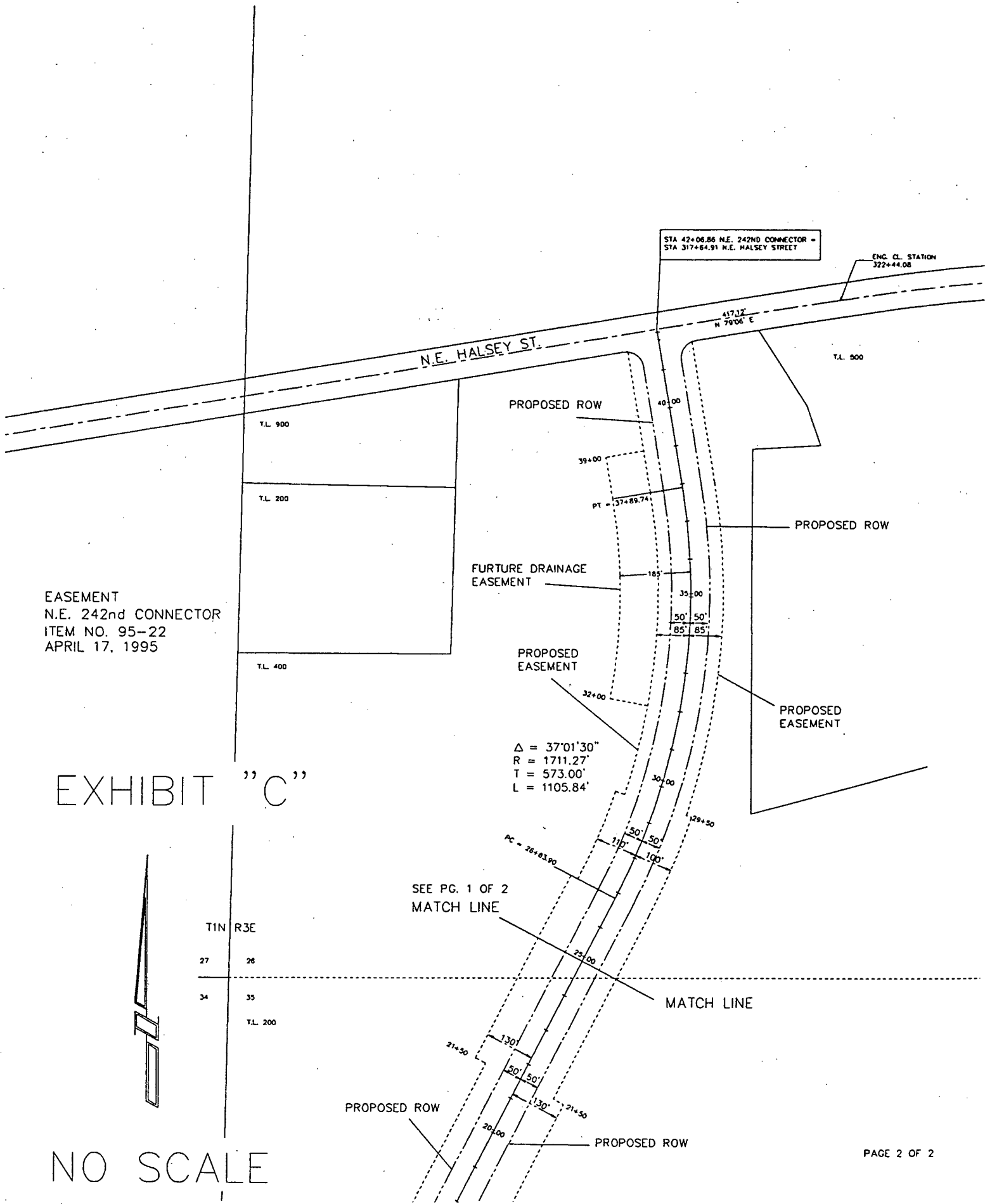
PROPOSED EASEMENT

N.E. 238th DR.

EASEMENT
 N.E. 242nd CONNECTOR
 ITEM NO. 95-22
 APRIL 17, 1995

$\Delta = 23^{\circ}33'35''$
 $R = 2747.63'$
 $T = 573.00'$
 $L = 1129.81'$





EASEMENT
 N.E. 242nd CONNECTOR
 ITEM NO. 95-22
 APRIL 17, 1995

EXHIBIT "C"



NO SCALE

HERST
N.E. 238TH CONNECTOR
North of N.E. Glisan Street
Item No. 95-28
May 3, 1995

DEED OF DEDICATION

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

A strip of land 60.00 feet in width, being 30.00 feet in width on each side of the following described centerline located in the Northeast Quarter of Section 34 and the Northwest Quarter of Section 35, T1N, R3E, W.M., in Multnomah County, Oregon, being more particularly described as follows:

Commencing at an iron pipe on centerline at Engineers Station 19+60.19 of N.E. 238th Drive, County Road No. 2529; thence along said centerline N 87°54" E, a distance of 252.53 feet to an iron pipe on centerline at Engineers Station 17+07.66, said station also being Engineers Centerline Station 9+48.16 of N.E. 238th Connector, County Road No. 5008, and the point of beginning of the 60.00 foot wide strip of land to be conveyed; thence along the arc of a 636.67 foot radius, tangent curve to the right, an arc length of 200.00 feet, the chord of which bears S 83°06'01" E, 199.17 feet to a point being Engineers Centerline Station 7+48.16; thence along a tangent line S 74°06'05" E, a distance of 1.38 feet to a point being Engineers Centerline Station 7+46.78; thence along the arc of a 300.00 foot radius, tangent curve to the left, an arc length of 162.70 feet, the chord of which bears S 89°38'17" E, 160.71 feet to a point being Engineers Centerline Station 5+84.08; thence along a tangent line N 74°49'32" E, a distance of 277.95 feet to a point being Engineers Centerline Station 3+06.13; thence along the arc of a 300.00 foot radius tangent curve to the right, an arc length of 171.26 feet, the chord of which bears S 88°49'12" E, 168.95 feet to Engineers Centerline

AFTER RECORDING, RETURN TO:
Pat Hinds/Bldg. #425

FOR TAX STATEMENTS:
Multnomah County
Transportation Division
1620 SE 190th Avenue
Portland OR 97233

Station 1+34.87; thence along a tangent line S 72°27'56" E, a distance of 134.87 feet to a point being Engineers Centerline Station 0+00 and the terminus of N.E. 238th Connector, said Station 0+00 also being a point of intersection with the centerline of the N.E. 242nd Connector, County Road No. 5007, at Engineers Centerline Station 15+34.77.

In addition, two tracts of land being described as follows:

TRACT 1: Beginning at a point on the West right-of-way line of N.E. 242nd Connector, County Road No. 5007, being 50.00 feet westerly, when measured at right angles to Engineers Centerline Station 15+90.09; thence S 27°36'39" W along said West right-of-way line, a distance of 33.54 feet to a point on the North right-of-way line of N.E. 238th Connector, County Road No. 5008, being 30.00 feet northerly, when measured at right angles to Engineers Centerline Station 0+45.58 of said N.E. 238th Connector; thence N 72°27'56" W along the North right-of-way line of said N.E. 238th Connector, a distance of 33.54 feet to a point; thence along the arc of a 40.00 foot radius, tangent curve to the left, the chord of which bears N 67°29'41" E, 51.40 feet, an arc distance of 55.82 feet to the point of beginning.

TRACT 2: Beginning at the point of intersection of the West right-of-way line of N.E. 242nd Connector, County Road No. 5007, being 50.00 feet westerly, when measured at right angles to Engineers Centerline Station 14+96.32 and the South right-of-way line of N.E. 238th Connector, County Road No. 5008, being 30.00 feet southerly, when measured at right angles to Engineers Centerline Station 0+55.73 of said N.E. 238th Connector; thence southerly on the West right-of-way line of said N.E. 242nd Connector along the arc of a 2,797.63 foot radius curve to the left, an arc distance of 46.21 feet to a point; thence northwesterly along the arc of a 40.00 foot radius curve to the left, the chord of which bears N 23°22'46" W, 60.46 feet, an arc distance of 68.54 feet, to a point of tangency with the South right-of-way line of said

N.E. 238TH CONNECTOR
North of N.E. Glisan Street
Item No. 95-28
May 3, 1995
Page 3

N.E. 238th Connector, said point being 30.00 feet southerly when measured at right angles to Engineers Centerline Station 1+02.27 of said N.E. 238th Connector; thence S 72°27'56" E along the South right-of-way line of said N.E. 238th Connector, a distance of 46.54 feet to the point of beginning.

This dedication contains 27,500 square feet, more or less, of newly dedicated right-of-way.

As shown on EXHIBIT "A", attached hereto and made a part of this document.

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

DATED this 18th day of May, 1995.

MULTNOMAH COUNTY, OREGON

By *Beverly Stein*

BEVERLY STEIN/Chair
Board of County Commissioners
for Multnomah County, Oregon

STATE OF OREGON County of Multnomah

SIGNED BEFORE ME May 18, 1995, personally appeared
Beverly Stein, who, being sworn, stated that she is the
Chair of the Board of County Commissioners for Multnomah County, Oregon, and that
this instrument was voluntarily signed in behalf of said county by authority of
its Board of Commissioners. Before me:



Carrie Anne Parkerson
Notary Public for said State

My Commission expires January 24, 1997

REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By *John L. DuBay*

JOHN L. DuBAY
Chief Asst. County Counsel

T1N R3E

27

26

34

35

T.L. 200

RIGHT OF WAY
N.E. 238TH CONNECTOR
COUNTY ROAD NO. 5008
ITEM 95-28

N.E. 242nd CONNECTOR
PROPOSED RIGHT OF
WAY AND EASEMENT

PROPOSED ROW

PROPOSED
EASEMENT

$\Delta = 31^{\circ}04'23''$
 $R = 300.00'$
 $T = 83.40'$
 $L = 162.70'$

N.E. 238th DR.

$\Delta = 17^{\circ}59'55''$
 $R = 636.67'$
 $T = 100.83'$
 $L = 200.00'$

STA 9+48.16 238TH CONNECTOR
= STA 17+07.66 N.E. 238TH DRIVE

$\Delta = 32^{\circ}42'32''$
 $R = 300.00'$
 $T = 88.04'$
 $L = 171.26'$

EXHIBIT "A"

$\Delta = 23^{\circ}33'35''$
 $R = 2747.63'$
 $T = 573.00'$
 $L = 1129.81'$

NO SCALE

N.E. GLISAN ST.

N.E. CORNER
A. TAYLOR
D.L.C.

N.E. 242nd DR.

STA 0+00 N.E. 242ND CONNECTOR =
STA 14+64.80 N.E. 242ND AVE.

N.E. CHERRY PARK RD.

EASEMENT

MULTNOMAH COUNTY conveys to MULTNOMAH COUNTY, a political subdivision of the State of Oregon, a perpetual easement for the construction and maintenance of slope, utility and sidewalk facilities through, over, under, along and within the following described parcel of land:

A tract of land situated in the Northeast Quarter of Section 34 and the Northwest Quarter of Section 35, T1N, R3E, W.M., Multnomah County, Oregon, being variable in width and lying on each side of the centerline of N.E. 238th Connector, County Road No. 5008, said centerline being described as follows:

Commencing at an iron pipe on centerline at Engineers Station 19+60.19 of N.E. 238th Drive, County Road No. 2529; thence along said centerline N 87°54' E, a distance of 252.53 feet to an iron pipe on centerline at Engineers Station 17+07.66, said station also being Engineers Centerline Station 9+48.16 of N.E. 238th Connector, County Road No. 5008, and the point of beginning of the centerline of said N.E. 238th Connector; thence along the arc of a 636.67 foot radius, tangent curve to the right, an arc length of 200.00 feet, the chord of which bears S 83°06'01" E, 199.17 feet to a point being Engineers Centerline Station 7+48.16; thence along a tangent line S 74°06'05" E, a distance of 1.38 feet to a point being Engineers Centerline Station 7+46.78; thence along the arc of a 300.00 foot radius, tangent curve to the left, an arc length of 162.70 feet, the chord of which bears S 89°38'17" E, 160.71 feet to a point being Engineers Centerline Station 5+84.08; thence along a tangent line N 74°49'32" E, a distance of 277.95 feet to a point being Engineers Centerline Station 3+06.13; thence along the arc of a 300.00 foot radius, tangent curve to the right, an arc length of 171.26 feet, the chord of which bears S 88°49'12" E, 168.95 feet to Engineers Centerline Station 1+34.87; thence along a tangent line S 72°27'56" E, a distance of 134.87 feet to a point being Engineers Centerline Station 0+00 and the terminus of N.E. 238th Connector, said Station 0+00 also being a point of intersection with the centerline of the N.E. 242nd Connector, County Road No. 5007, at Engineers Centerline Station 15+34.77.

N.E. 238TH CONNECTOR
North of N.E. Glisan Street
Item No. 95-29
May 3, 1995

The widths, in feet, when measured at right angles to centerline of the above described easement are as follows:

<u>Station to Station</u>		<u>Width on South Side of Centerline</u>	<u>Width on North Side of Centerline</u>
0+00	1+34.87	50	
0+00	2+50		50
1+34.87	6+00	40	
2+50	5+84.08		70

The area of this easement, lying outside of the right-of-way of N.E. 238th Connector and outside the right-of-way of N.E. 242nd Connector, is 19,350 square feet, more or less.

As shown on EXHIBIT "A", attached hereto and made a part of this document.

AFTER RECORDING, RETURN TO:
Pat Hinds/Bldg. #425

FOR TAX STATEMENTS:
Multnomah County
Transportation Division
1620 SE 190th Avenue
Portland OR 97233

PHJS0374.EAS

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

DATED this 18th day of May, 1995.

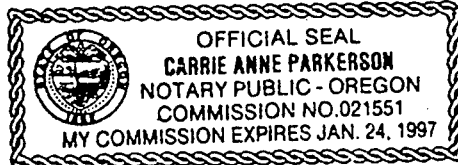
MULTNOMAH COUNTY, OREGON

By

Beverly Stein
BEVERLY STEIN, Chair
Board of County Commissioners
for Multnomah County, Oregon

STATE OF OREGON County of Multnomah

SIGNED BEFORE ME May 18, 1995, personally appeared
Beverly Stein, who, being sworn, stated that she is the
Chair of the Board of County Commissioners for Multnomah County, Oregon, and
that this instrument was voluntarily signed in behalf of said county by authority
of its Board of County Commissioners. Before me:



Carrie Anne Parkerson
My Commission expires January 24 1997

REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By

John L. DuBay
JOHN L. DuBAY
Chief Asst. County Counsel

EASEMENT
N.E. 238TH CONNECTOR
COUNTY ROAD NO. 5008
ITEM NO. 95-29

T1N R3E
27 26
34 35
T.L. 200

N.E. 242nd CONNECTOR
PROPOSED RIGHT OF
WAY AND EASEMENT

PROPOSED ROW

PROPOSED
EASEMENT

$\Delta = 31^{\circ}04'23''$
 $R = 300.00'$
 $T = 83.40'$
 $L = 162.70'$

N.E. 238th DR.

$\Delta = 17^{\circ}59'55''$
 $R = 636.67'$
 $T = 100.83'$
 $L = 200.00'$

$\Delta = 32^{\circ}42'32''$
 $R = 300.00'$
 $T = 88.04'$
 $L = 171.26'$

STA 9+48.16 238TH CONNECTOR
= STA 17+07.66 N.E. 238TH DRIVE

EXHIBIT "A"

$\Delta = 23^{\circ}33'35''$
 $R = 2747.63'$
 $T = 573.00'$
 $L = 1129.81'$

NO SCALE

N.E. GLISAN ST.

N.E. CORNER
A. TAYLOR
D.L.C.

N.E. 242nd DR.

STA 0+00 N.E. 242ND CONNECTOR =
STA 1+64.80 N.E. 242ND AVE.

N.E. CHERRY PARK RD.

EXHIBIT "E"

CONSTRUCTION STIPULATIONS

In accordance with the terms and conditions of the Easement, Grantor and Grantee agree that Grantee will construct a natural gas pipeline on Grantor's property as follows:

1. Prior to construction, Grantee will clear and remove all trees, stumps, branches, shrubs and/or landscaping, from the Permanent Easement, Temporary Easement and Temporary Work Area (referred to herein after as the "Construction Workspace").
2. Grantee agrees to install the pipeline below those depths shown on the attachments labeled Exhibit "F" between Station Numbers 19+58.3 and 31+1.3 and Station Numbers 50+00 and 64+00.
3. After construction, Grantee will repair or replace the existing fences at Station Numbers 9+46.1 and 12+20.9 with 1 strand of barbed-wire over 4' hog-wire on metal posts.
4. After construction, Grantee will repair or replace the existing fence at Station Number 14+63.3 with four (4) 1-inch cables mounted on 12" round wooden posts.
5. After construction, Grantee shall repair any damage caused by its construction operations or maintenance activities to the 12-foot wide road at Station Number 14+72.6, with 3" of 1" to 2" gravel, well compacted.
6. After construction, Grantee will repair or replace the existing fences at Station Number 19+11.8 with 4' hog-wire on metal posts.
7. After construction, Grantee shall repair any damage caused by its construction operations or maintenance activities to the 12-foot wide road at Station Number 26+99.4, to include restoration of the road base and resurfacing with 4" bituminous material. The partial sidewalk at this location will not be replaced.
8. Grantee shall repair damage caused to the dirt road at Station Number 50+47.4 by compacting and re-establishing the road.
9. Grantee will repair or replace all underground systems including drain tiles, and ensure they function properly. Grantee has identified that at least 17 field tiles exist between Station Numbers 38+64.8 and 47+87.7 and are depicted on Grantee's construction drawings.
10. After construction, Grantee will return the Construction Workspace to its original contour and reseed the disturbed area with a hydro-mulch with upland seed mixture between Station Numbers 8+66.6 and 26+88.2.

11. Grantee will reimburse Lessee, farm tenant, Jim Fujii, for costs associated with the loss of crops or crop productivity resulting from Grantee's construction activities. The crop value, which includes crop yield losses subsequent to the construction completion date, will be established using this formula on an acreage basis:

Strawberry Crop - 2 years left in the 3 year cycle

Before 1995 Harvest	\$8,000.00 per acre
After 1995 Harvest	\$4,000.00 per acre

Strawberry Crop - 1 year left in the 3 year cycle

Before 1995 Harvest	\$4,000.00 per acre
After 1995 Harvest	\$ 500.00 per acre (recondition soil)

Grantor authorizes Grantee to reimburse Lessee for 100% of the 1995 and 1996 crop loss resulting from Grantee's construction activities.

Should the loss of crops or crop productivity, resulting from Grantee's construction activities, occur outside the above stated areas, that damage will be assessed using the above formulas and paid for after the time of such loss.

County *Nevin, Berge & Simpson*
License
File # *273-0256*
Comments

County *Multnomah County*
License
File #
Original
Disposition ☐ Destroy ☐ Retain ☐ Not for release
Transmittal # *248-3851*

Let me know if you want hard copies sent to you

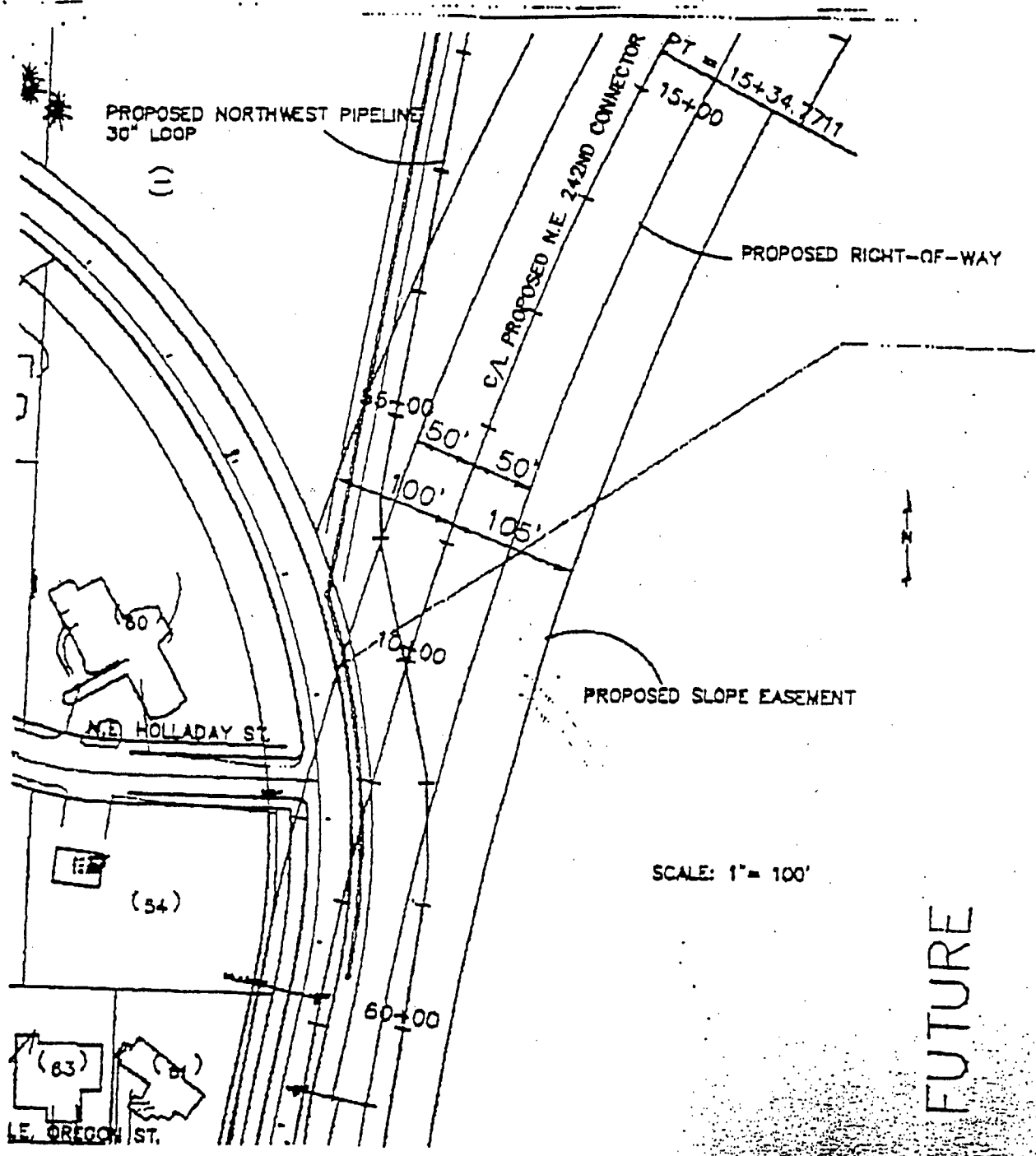


EXHIBIT "F"

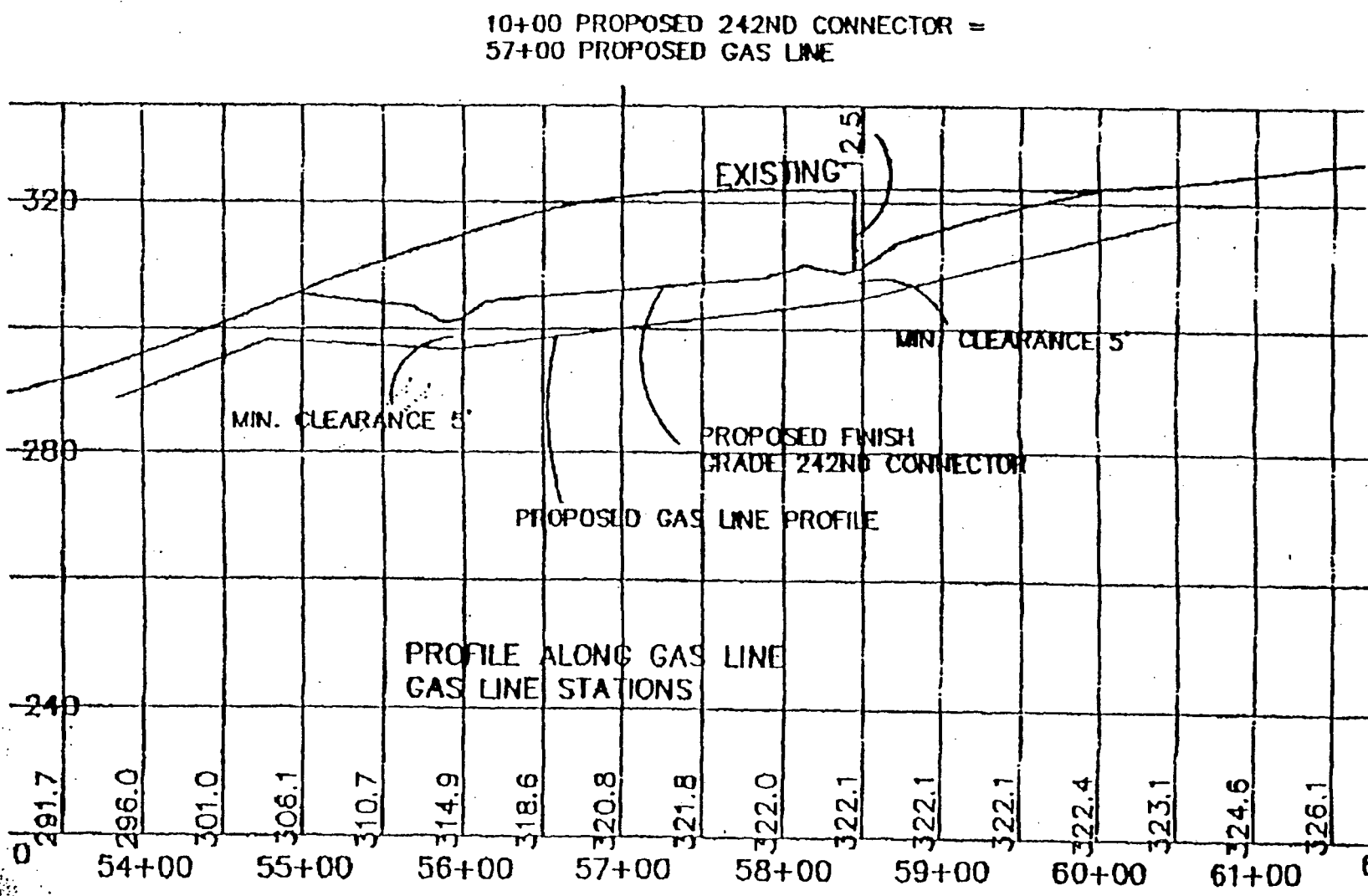
MULTNOMAH COUNTY	
ENGINEER	
LARRY E. MICHAEL, P.E. — COUNTY ENGINEER	
PROPOSED 242ND CONNECTOR	
GLISAN TO SANDY	
Designed	Drawn
Checked	Shd.
Date: 7/30/88	Scale:

5/10/2005

DATE: 2-2-95 ; 3:13PM ;

EXHIBIT "F"

SCALE: 1" = 100'
VERT. 1" = 25'



MULTNOMAH COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES 1000 NE 100th Ave, Portland, OR 97220			
LARRY F. NICHOLS P.E. COUNTY ENGINEER			
PROPOSED 242ND CONNECTOR			
CLISAN TO SANDY			
Designed	Drafted	Checked	Styl
Date: 1/30/95	Scale:		of

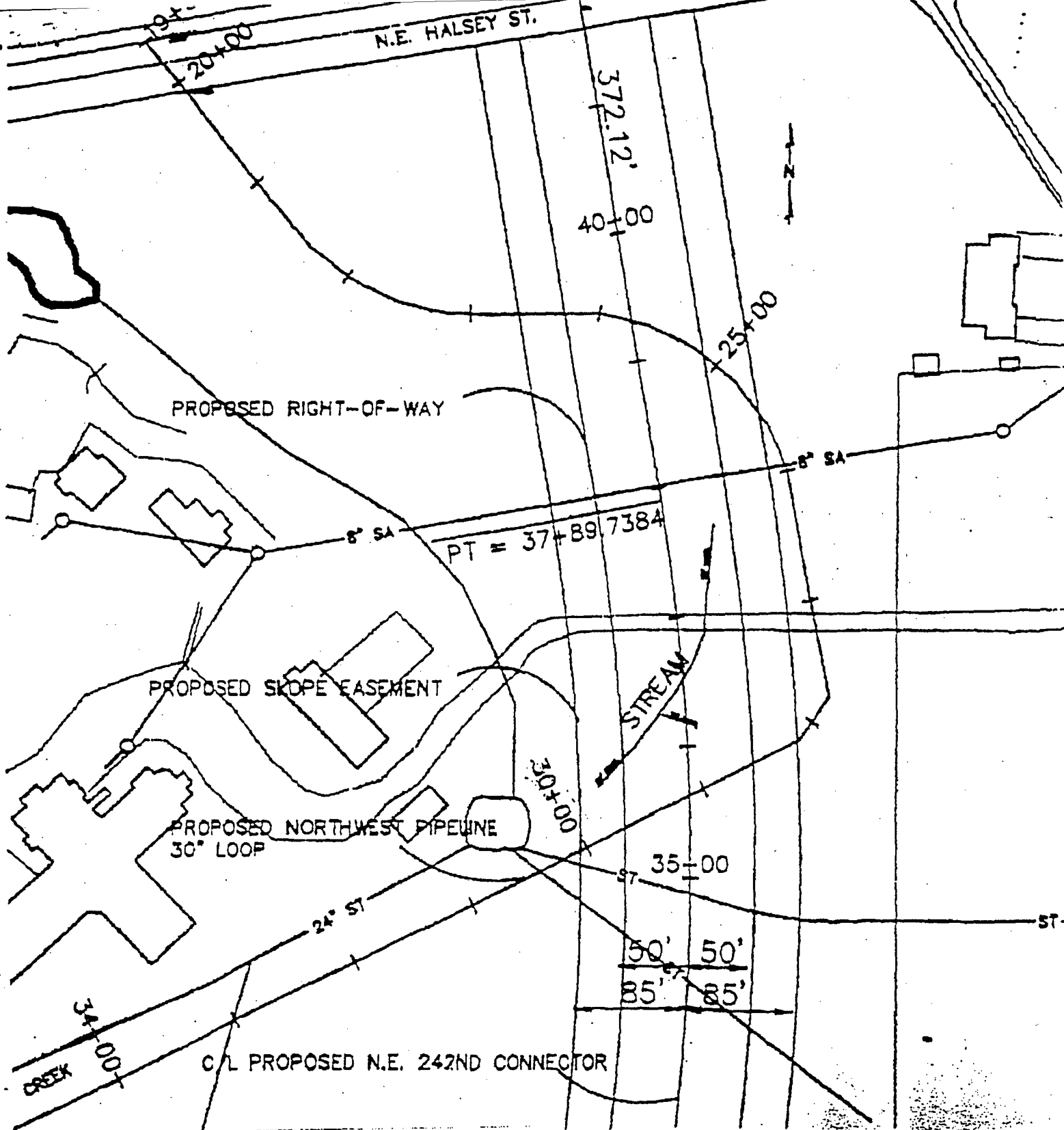


EXHIBIT "F"

SCALE: 1" = 100'


 MULTNOMAH COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES TRANSPORTATION DIVISION 1000 S.E. 100th Ave. Portland, Ore. 97216			
LARRY F. NICHOLAS P.E. COUNTY ENGINEER			
PROPOSED 242ND CONNECTOR GLISAN TO SANDY			
Designed	Drafted	Checked	SRL
Date 1/30/96 Scale			of

EXHIBIT "F"

20

16

SCALE: 1" = 100'
VERT. 1" = 25'

24+36 PROPOSED GAS LINE=
39+30 PROPOSED 242ND CONNECTOR

29+12 PROPOSED GAS LINE=
35+62 PROPOSED 242ND CONNECTOR

PROFILE ALONG GAS LINE
GAS LINE STATIONS

PROPOSED FINISH
GRADE 242ND CONNECTOR

PROPOSED FINISH
GRADE 242ND CONNECTOR

PROPOSED GAS LINE PROFILE

MIN. CLEARANCE 5'

7.5'

EXISTING

120

124.2

126.9

127.4

128.6

129.7

130.4

130.2

130.0

131.6

131.8

131.5

131.0

131.4

131.7

131.2

128.5

129.2

128.9

126.6

128.6

21+00

22+00

23+00

24+00

25+00

26+00

27+00

28+00

29+00



LARRY F. NICHOLS P.E. - COUNTY ENGINEER

PROPOSED 242ND CONNECTOR
GUSMAN TO SANDY

Designed by Drafted and Checked SHL
Date 1/30/00 Scale 1" = 100'

of

MEETING DATE: MAY 18 1995

AGENDA NO: R-12

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PCRB Exemption Request

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: May 18, 1995

Amount of Time Needed: 5 - 10 minutes

DEPARTMENT DES DIVISION Facilities Management

CONTACT F. Wayne George/Franca Hathaway TELEPHONE # 248-3322 / 248-5111

BLDG/ROOM# 421/3rd

PERSON (S) MAKING PRESENTATION: F. Wayne George

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request from DES, Facilities Management for a temporary exemption from the competitive bidding process to contract for custodial services at various facilities through December 31, 1995.

5/11/95 copies of Notice & Application to PCRB list, FRANCA HATHAWAY, WAYNE GEORGE & DAVE BOYER
SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: *[Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES


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

Copy of Order 95-113 sent to PCRB list, Franca Hathaway, Wayne George & Dave Boyer on 5-19-95.

BOARD OF
COUNTY COMMISSIONERS
1995 MAY - 2 PM 5:15
MULTNOMAH COUNTY
OREGON

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Franna Hathaway, Purchasing Manager

TODAY'S DATE: April 28, 1995

REQUESTED PLACEMENT DATE: May 18, 1995

RE: Exemption request from formal competitive bid process for Facilities Management to continue to contract for custodial services for various County Facilities.

I. Recommendation/Action Requested:

Facilities Management has requested a temporary exemption from the formal bid process to contract with Mighty Clean and Oregon Pacific Corp for Custodial services at various County Facilities through December 31, 1995.

II. Background/Analysis:

The current contract, for which formal bids were let, expired March 31, 1995. In the interim Facilities Management has solicited competition for security guard services and custodial services through the RFP process. Currently an evaluation is being done on this contract and award process to determine if other custodial services contracts should also be let using this process. Additional time will be required to develop RFP criteria for these two contracts prior to the formal solicitation if the RFP process is used.

Oregon Pacific Corp and Mighty Clean are currently providing these services in accordance with the original bids and contracts and have agreed to continue providing these services until a new contracts are executed by December 31, 1995.

III. Financial Impact:

None.

IV. Legal Issues:

This request is supported by ORS 279.015 (2) and other than the signing of the contracts, there are no legal issues anticipated.

V. Controversial Issues:

N/A

Page Two
Procedure for Staff Report

VI. Link to Current County Policies:

Current County policies require formal competitive bidding for the purchase of equipment, materials, supplies and non-professional services that exceed \$25,000.00.

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

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

EXEMPTION REQUEST

TO: Franna Hathaway

FROM: Betsy Williams *Betsy Williams*

DATE: April 13, 1995

DATE ACTION IS REQUIRED: ASAP

BACKGROUND

The Board of County Commissioners have been working to develop a method of assuring County Contracted Contractors employees are paid a living wage and possibly health benefits. For over a year several traditionally Lowest Responsive Bid contracts were studied and evaluated. A decision was made to let out two contracts using the RFP process and developing criteria that would include evaluation of wage and benefits packages offered to the contractors employees. The two Request for Proposals that went out were a Custodial Services for detention Facilities and a Security Guard Services request. Proposals have been evaluated and Notice of Award letters sent.

During this same year Facilities Management has implemented a Facilities Fund program in which Facilities Management provides each County program with the budget information required to operate their facilities each year. In order for Facilities Management to provide accurate and reliable information that does not change mid-year, Facilities Management has requested that all facilities service contracts begin and end with the fiscal year. Contract cost adjustments would only be allowed on anniversary dates.

FINDINGS OF FACT

12/31/95
The RFP process has produced favorable results regarding employee wage and benefit packages. It is still too early to determine if the process should be adopted for use on all service contracts. Two current contracts expired on March 31, 1995 need to be extended until July 1, 1995 to allow proper time to study the RFP process its results and go before the BCC to recommend future use of the RFP process. The Contracts that have expired are Contract #302502 - 6 (Bid #B76-800-6208), Custodial

Custodial Exemption request continued

Services for 11 County Buildings, contracted to Mighty Clean and Contract #302492 - 3 (Bid #B76-800-6197), Custodial Services for 20 County Buildings, contracted to Oregon Pacific Corporation. Both Contracts were competitively bid in 1992 and awarded to the Lowest Responsive Bidders.

It is to the best interest of all County Programs to have the most accurate budget information available. Fiscal year contracting will provide Facilities management the most accurate dependable information.

CONCLUSIONS

12/31/95 Full
It is our recommendation that these two contracts be granted extensions beyond the three year limit (from April 1, 1995 to ~~June 30, 1995~~) to allow a proper and thorough evaluation of the RFP process and developed criteria, before using this same process on these two contracts. If we choose to use the standard Lowest Responsive Bid process and bid these contracts immediately, we would be taking backward steps from our goal of providing "living wage and benefits" to our contracted employees.

Facilities Management requires accurate budget information and believes that Fiscal year anniversary dates will best provide that information.

By approving this exemption request you will help provide for both accurate budgeting and continue to move towards a "living wage" standard that may become a model process. Both contractors have agreed to continue providing service under the conditions of their contracts while this issue is being decided.

c Wayne George
Bob Kieta
Jan Thompson



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, May 18, 1995**, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of a Temporary Exemption to Contract with Mighty Clean and Oregon Pacific Corp to Provide Custodial Services for Various County Facilities.

A copy of the application is attached.

For additional information, please contact Franna Hathaway, Multnomah County Purchasing Section, 248-5111.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD

Deborah L. Bogstad
Office of the Board Clerk

enclosure

cc: Dave Boyer
Franna Hathaway
F. Wayne George

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of a temporary)
Exemption from competitive)
bidding for Custodial services)
for various County Facilities)

A P P L I C A T I O N

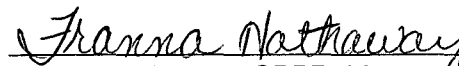
Application to the Public Contract Review Board on behalf of a request from the Department of Environmental Services, Facilities Management Division, is hereby made pursuant to the Board's Administrative Rule AR 10.010, and adopted under the provisions of ORS 279.015 for an order of exemption to contract for Custial services for various County Facilities with Mighty Clean and Oregon Pacific Corp. The period for the exemption is through December 31, 1995. The amount of the contracts will be approximately \$187,000 for Oregon Pacific Corp and \$180,000 for Mighty Clean.

This exemption Request is due to the following facts: Facilities Management is in the process of evaluating an alternative selection process for custodial & security guard services for various County Facilities. Until the evaluation process is completed and a recommendation made to the Board, the contractors, Oregon Pacific Corp and Mighty Clean, have agreed to continue providing services in accordance with the previous contract terms. The original contracts were competitively bid.

This exemption is not likely to encourage favoritism or substantially diminish competition and will result in cost savings.

This exemption will not affect the current budget for FY 94/95.

Purchasing, recommends approval of the temporary exemption from competitive bidding for the custodial services contracts at various County facilities through December 31, 1995.


Franna Hathaway, CPPB, Manager
Purchasing Section



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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SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

NOTICE OF APPROVAL

On Thursday, May 18, 1995, the Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered and approved a request for approval in the Matter of a Temporary Exemption to contract with Mighty Clean and Oregon Pacific Corp to Provide Custodial services for various County Facilities.

A copy of Order 95-113 is enclosed.

For additional information, please contact Franna Hathaway, Multnomah County Purchasing, 248-5111.

**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD**

Carrie A. Parkerson
Office of the Board Clerk

enclosure

**cc: Dave Boyer
Franna Hathaway
F. Wayne George**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of a temporary)
Exemption to contract with)
Mighty Clean and Oregon Pacific)
Corp to provide Custodial services)
for various County Facilities)

ORDER
95-113

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to consider a request from the Department of Environmental Services, Facilities Management under Multnomah County PCRB Rule AR 10.010 to contract with Mighty Clean and Oregon Pacific Corp for Custodial services at various County Facilities through December 31, 1995.

It appearing to the Board that the request for exemption, as it appears in the application, is based upon the fact that Facilities Management is currently evaluating an alternative competitive process. In the interim Mighty Clean and Oregon Pacific Corp will provide Custodial services in accordance with the previous contracts. These services will be competitively solicited and a new contract executed by December 31, 1995.

It appearing to the Board that this request for an exemption is in accord with the requirements of the Multnomah County Public Contract Review Board Administrative Rules AR 10.010, 20.060 and 30.010; it is therefore

ORDERED that the exemption is hereby approved as it represents

Dated this 18th day of May, 1995.



LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By John L. DuBay
Assistant County Counsel
John L. DuBay

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT
REVIEW BOARD:

By Beverly Stein
Beverly Stein, County Chair