ANNOTATED MINUTES

Tuesday, January 17, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFINGS

B-1 Status Update and Current Statistics Regarding Security in Multnomah County Facilities Such as the County Courthouse, Juvenile Detention Facility, Inverness Jail, Justice Center and the TransCentral Library. Presented by Lt. Curtis Hanson and Sgt. Guy Moore.

JOHN BUNNELL, CURTIS HANSON AND GUY MOORE PRESENTATION AND RESPONSE TO BOARD QUESTIONS.

B-2 Discussion Concerning the American Jail Association Accreditation Standards Implemented in Multnomah County's Five Correctional Facilities and How it Impacts Public Safety. Presented by Sheriff John Bunnell and Sgt. Tim Moore.

JOHN BUNNELL AND TIM MOORE PRESENTATION AND RESPONSE TO BOARD QUESTIONS.

B-3 Discussion Concerning the Need and Rationale for Leasing a Proposed Site for the Department of Community Corrections' Intensive Case Management Program. Presented by Bill Jackson and Horace Howard.

HORACE HOWARD, BILL JACKSON AND JUDY DUNCAN PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

Thursday, January 19, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

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

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER HANSEN,

SECONDED BY COMMISSIONER COLLIER, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-18) WAS UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

C-1 Ratification of Intergovernmental Agreement Contract 800655 Between the Oregon State Police and Multnomah County, Providing Sheriff's Office Access to the Oregon Criminal Offender Information System Computerized Criminal History File

COMMUNITY AND FAMILY SERVICES DIVISION

C-2 Ratification of Intergovernmental Agreement Contract 104095 Between the Oregon Housing and Community Services Department and Multnomah County, for Administration of the Low Income Rental Housing Fund Program, Managed through the Community Action Program, for the Period July 1, 1993 through June 30, 1995

C-3 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 101655 Between Multnomah County and University Hospital, Authorizing Psychological and Psychiatric Evaluations for Clients of the County's Child and Adolescent Mental Health Program to be Categorized as Outpatient Services Defined By and Reimbursable Under New Medicaid Guidelines, for the Period Upon Execution through June 30, 1995

C-4 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 101735 Between Multnomah County and Oregon Health Sciences University, Authorizing Psychological and Psychiatric Evaluations for Clients of the County's Child and Adolescent Mental Health Program to be Categorized as Outpatient Services Defined By and Reimbursable Under New Medicaid Guidelines, for the Period Upon Execution through June 30, 1995

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-5 ORDER in the Matter of Approval of Contract 15244R2 for the Sale of Certain Tax Foreclosed Real Property to Former Owners William and Dorothy Jelinek

ORDER 95-9.

C-6 ORDER in the Matter of Cancellation of Land Sale Contract 15371 Between Multnomah County, Oregon and Audrey M. Pryce Upon Default of Payments and Performance of Covenants

ORDER 95-10.

C-7 ORDER in the Matter of Approval of Contract 15371R for the Sale of Certain Tax Foreclosed Real Property to Former Owner Audrey M. Pryce

ORDER 95-11.

C-8 ORDER in the Matter of Cancellation of Land Sale Contract 15376R Between Multnomah County, Oregon and Pamela A. Porter Upon Default of Payments and Performance of Covenants

ORDER 95-12.

C-9 ORDER in the Matter of Approval of Contract 15376R1 for the Sale of Certain Tax Foreclosed Real Property to Former Owner Pamela A. Porter

ORDER 95-13.

C-10 ORDER in the Matter of Approval of Contract 15435R for the Sale of Certain Tax Foreclosed Real Property to Former Owner Carrie L. Holliday

ORDER 95-14.

C-11 ORDER in the Matter of Approval of Contract 15767 for the Sale of Certain Tax Foreclosed Real Property to Former Owner Charles R. Barrow

ORDER 95-15.

C-12 ORDER in the Matter of Approval of Contract 15771 for the Sale of Certain Tax Foreclosed Real Property to Former Owner Margaret Lewis

ORDER 95-16.

C-13 ORDER in the Matter of Approval of Contract 15772 for the Sale of Certain Tax Foreclosed Real Property to Former Owner Robert H. Hunter

ORDER 95-17.

C-14 ORDER in the Matter of Approval of Contract 15773 for the Sale of Certain Tax Foreclosed Real Property to Former Owner M. Carol Battle

ORDER 95-18.

C-15 ORDER in the Matter of Approval of Contract 15774 for the Sale of Certain Tax Foreclosed Real Property to Former Owner Susan N. Oliver

ORDER 95-19.

C-16 ORDER in the Matter of Approval of Contract 15775 for the Sale of Certain

Tax Foreclosed Real Property to Former Owners Clyde D. and Caroline Tomasini

ORDER 95-20.

C-17 ORDER in the Matter of Approval of Contract 15780 for the Sale of Certain Tax Foreclosed Real Property to Former Owner Alexander Dieter

ORDER 95-21.

C-18 ORDER in the Matter of Approval of Contract 15781 for the Sale of Certain Tax Foreclosed Real Property to Former Owners Mahlon K. Evans, Jr. and Belle V. Evans

ORDER 95-22.

REGULAR AGENDA

PUBLIC COMMENT

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

NO ONE WISHED TO COMMENT.

COMMUNITY AND FAMILY SERVICES DIVISION

R-2 Ratification of Intergovernmental Agreement Contract 104105 Between Multnomah County and Mt. Hood Community College Head Start Program, Implementing a Parents as Teachers Early Childhood Education Project in East County, for the Period Upon Execution through June 30, 1995

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-2. JIM EDMONDSON EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-3 ORDER in the Matter of the Realignment of a Portion of SE 133rd Place from SE Ramona Street North, a Distance of 226.01 Feet, More or Less, Establishing a Public Road to be Known as SE 133rd Place and Vacating a Portion of Existing Public Road

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, R-3 WAS UNANIMOUSLY POSTPONED INDEFINITELY.

R-4 RESOLUTION in the Matter of Approval of the Multnomah County 1994-98 Transportation Capital Improvement Plan and Program

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. ED PICKERING EXPLANATION. RESOLUTION 95-23 UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

R-5 Second Reading and Possible Adoption of a Proposed ORDINANCE Amending those Sections of Multnomah County Code Chapter 5.10 Regarding Fees for Services of Multnomah County Sheriff's Office

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE 810 UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 9:43 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad

Deborah L. Bogstad

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JANUARY 16, 1995 - JANUARY 20, 1995

Monday, January 16, 1995 - HOLIDAY - OFFICES CLOSED . . . . . .

Tuesday, January 17, 1995 - 9:30 AM - Board Briefings . . . . . Page 2

Thursday, January 19, 1995 - 9:30 AM - Regular Meeting . . . . . Page 2

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

Thursday, 6:00 PM, Channel 30
Friday, 10:00 PM, Channel 30
Saturday, 12:30 PM, Channel 30
Sunday, 1:00 PM, Channel 30

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

AN EQUAL OPPORTUNITY EMPLOYER

Tuesday, January 17, 1995 - 9:30 AM

Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFINGS

B-1 *Status Update and Current Statistics Regarding Security in Multnomah County Facilities Such as the County Courthouse, Juvenile Detention Facility, Inverness Jail, Justice Center and the TransCentral Library. Presented by Lt. Curtis Hanson and Sgt. Guy Moore. 9:30 AM TIME CERTAIN, 30 MINUTES REQUESTED.*

B-2 *Discussion Concerning the American Jail Association Accreditation Standards Implemented in Multnomah County's Five Correctional Facilities and How it Impacts Public Safety. Presented by Sheriff John Bunnell and Sgt. Tim Moore. 10:00 AM TIME CERTAIN, 1 HOUR REQUESTED.*

B-3 *Discussion Concerning the Need and Rationale for Leasing a Proposed Site for the Department of Community Corrections' Intensive Case Management Program. Presented by Bill Jackson and Horace Howard. 11:00 AM TIME CERTAIN, 30 MINUTES REQUESTED.*

Thursday, January 19, 1995 - 9:30 AM

Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

SHERIFF'S OFFICE

C-1 *Ratification of Intergovernmental Agreement Contract 800655 Between the Oregon State Police and Multnomah County, Providing Sheriff's Office Access to the Oregon Criminal Offender Information System Computerized Criminal History File*

COMMUNITY AND FAMILY SERVICES DIVISION

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PUBLIC COMMENT

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SHERIFF'S OFFICE

R-5 *Second Reading and Possible Adoption of a Proposed ORDINANCE Amending those Sections of Multnomah County Code Chapter 5.10 Regarding Fees for Services of Multnomah County Sheriff's Office*

Beverly Stein, Multnomah County Chair

Room 1410, Portland Building
1120 S.W. Fifth Avenue
P.O. Box 14700
Portland, Oregon 97204
(503) 248-3308

January 6, 1995

To: Commissioner Sharron Kelley
Commissioner Tanya Collier
Commissioner Gary HAnsen
Commissioner Dan Saltzman

From: Chair, Beverly Stein

Re: Excused from Board Meetings

Please excuse Beverly from the January 10th, and 19th Board Meetings, she will be in Washington DC.

cc: Clerk of the Board
Delma Farrell
Bill Farver

BOARD OF COUNTY COMMISSIONERS
1995 JAN -6 PM 2:10
MULTNOMAH COUNTY
OREGON

"Printed on recycled paper."

DAN SALTZMAN, Multnomah County Commissioner, District One

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

MEMORANDUM

BOARD OF COUNTY COMMISSIONERS
1995 JAN -4 PM 3:14
MULTNOMAH COUNTY OREGON

TO: Clerk of the Board
Board of County Commissioners

FROM: Andrea Jilovec, Commissioner Saltzman's Office

RE: Absence from BCC Planning Meeting and BCC Regular Meeting

DATE: January 4, 1995

Dan will be attending the Annual Meeting for the Mental Health Services Program for Youth, sponsored by the Robert Wood Johnson Foundation, in Asheville, North Carolina, Tuesday, January 17 through Thursday, January 19, 1995. He will not attend the Briefing on January 17 or, the Regular Meeting on January 19.

DRS:amj

Contract #800655

MEETING DATE: JAN 19 1995

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Oregon State Police and the Sheriff's Office

BOARD BRIEFING: *Date Requested:* _____

Amount of Time Needed: _____

REGULAR MEETING: *Date Requested:* January 19, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office *DIVISION:* Enforcement

CONTACT: Larry Aab *TELEPHONE #:* 251-2489

BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: John Bunnell, Sheriff

ACTION REQUESTED:

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

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

Intergovernmental Agreement between Oregon State Police and the Sheriff's Office for the agreement controlling access to Oregon's Criminal Offender Information System, beginning upon execution.

1/20/95 ORIGINALS to LARRY AAB

CONSENT

SIGNATURES REQUIRED:

ELECTED OFFICIAL: John Bunnell Jr.

OR

DEPARTMENT MANAGER: _____

1995 JAN 10 AM 10 00
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63 *6/93*

Rev. 5/92

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800655

Amendment # _____

CLASS I	CLASS II	CLASS III
☐ Professional Services under $25,000	☐ Professional Services over $25,000 (RFP, Exemption)	☒ Intergovernmental Agreement
RECEIVED JAN 06 1995 BEVERLY STEIN MULTNOMAH COUNTY CHAIR	☐ PCRB Contract	APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS
	☐ Maintenance Agreement	AGENDA # C-1 DATE 1/19/95
	☐ Licensing Agreement	DEB BOGSTAD
	☐ Construction	BOARD CLERK
	☐ Grant	
	☐ Revenue	

Department Sheriff's Office Division Enforcement Date December 22, 1994

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231

Description of Contract Agreement controlling access to Oregon's Criminal Offender Information System.

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

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

Contractor Name Oregon State Police - ID Services Section

Mailing Address 3772 Portland Rd NE

Salem, OR 97303

Phone 378-3070 Attn: Sgt. Bathke

Employer ID# or SS# _____

Effective Date upon execution

Termination Date 30 days after signing official no longer holds described office.

Original Contract Amount $ N/A

Total Amount of Previous Amendments $ _____

Amount of Amendment $ _____

Total Amount of Agreement $ _____

Remittance Address (If Different) _____

Payment Schedule / Terms

- ☐ Lump Sum $_____ ☐ Due on receipt
- ☐ Monthly $_____ ☐ Net 30
- ☐ Other $_____ ☐ Other_____
- ☐ Requirements contract - Requisition required.

Purchase Order No. _____

- ☐ Requirements Not to Exceed $_____

REQUIRED SIGNATURES:

Department Manager X Tom Sletter for Rod Englert — Date December 22, 1994

Purchasing Director (Class II Contracts Only) _____ — Date _____

County Counsel _____ — Date 1/4/95

County Chair / Sheriff _____ — Date January 19, 1995

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

Encumber: Yes ☐ No ☐

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.	Not Applicable										
02.											
03.											
★	* If additional space is needed, attach separate page. Write contract # on top of page.										

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

Contract #800655 ORIGINAL

OREGON CRIMINAL OFFENDER INFORMATION SYSTEM

COMPUTERIZED CRIMINAL HISTORY (CCH) FILE

AGENCY AGREEMENT

This agreement is by and between the Oregon State Police, hereinafter referred to as **OSP** and the **Multnomah County Sheriff's Office**, hereinafter referred to as the **Agency.**

Under the terms of this agreement, the **Agency** warrants that it is a criminal justice agency pursuant to ORS 181.010(8).

Under the terms of this agreement, the **OSP** will disseminate to the **Agency** all significant criminal offender information, contributed by criminal justice agencies, as is available in the **OSP** CCH files.

The **Agency** further agrees:

1. To abide by all published rules, policies, and procedures promulgated by the **OSP** governing the administration and operation of the Oregon Criminal Offender Information System and/or the Federal Bureau of Investigation, National Crime Information Center, Criminal Offender Record Program.

2. That it is warranted that all personnel have or will be, so screened as to prohibit access to any CCH records by persons so restricted in the following section 3, including any person who has other than restricted or escorted access to such information.

3. That no person who has been convicted of a crime which could have resulted in a sentence to a federal or state penitentiary will be allowed to operate a terminal accessing CCH files or otherwise have access to criminal offender information, and that requests for extraordinary circumstance exceptions to this requirement will be promptly submitted, in writing, to the Superintendent of the **OSP**.

4. That criminal offender information received from **OSP** will not be used for any purpose other than that for which it was obtained, will not be disseminated to unauthorized persons or agencies, and will be maintained in secure files until destroyed by burning or shredding.

5. That it will, to the maximum extent feasible, promptly furnish to **OSP** all **Agency** information necessary to ensure that all criminal offender information contained in the CCH file is kept as complete and current as possible.

6. That Originating Agency Identification Number **(ORI) OR0260000** will be used when accessing criminal offender information.

7. That criminal offender information will be furnished to authorized **Agency** staff via LEDS terminal or upon written or telephonic application to the **OSP**, Identification Services Section.

8. That criminal offender information obtained as a pre-employment screening check previously described in sections 2 and 3 of this agreement will be kept separate from individual personnel files.

CCH Agency Agreement
Page Three

All parties mutually agree that:

A. Violation of any provisions of this agreement, including attachments, executive orders, published rules, policies, or procedures promulgated by the **OSP** governing the operation of the Oregon Criminal Offender Information System and/or the FBI/NCIC Criminal Offender Record Program, may cause immediate suspension of the **Agency's** Authorization to access such information. Reinstatement will be effected only upon demonstration by the **Agency** that the cause of such violation has been corrected. Final determination as to the reinstatement of any **Agency** so suspended will be the responsibility of the **OSP**.

B. Any contested action relating to this agreement will be conducted under provisions of the Administrative Procedures Act, ORS Chapter 183.

C. This agreement will expire thirty (30) days after the **Agency** official signing below no longer holds the described office. A new CCH Agency Agreement must be executed with the **OSP** by the new **Agency** official within the above thirty (30) day period to avoid interruption in accessing CCH information.

D. This agreement may be cancelled by any party hereto, upon thirty (30) days notice in writing, directed to all parties subscribing hereto:

OREGON STATE POLICE
FORENSIC SERVICES DIVISION
IDENTIFICATION SERVICES SECTION

OFFICIAL Lieutenant Clifford W. Daimler

TITLE Director

SIGNATURE Clifford W Daimler

DATE December 19, 1994

AGENCY

OFFICIAL John Bunnell

TITLE Sheriff

SIGNATURE _____

DATE _____

MULTNOMAH COUNTY

By: Sharron Kelley
for Beverly Stein, Chair

Date: January 19, 1995

REVIEWED BY:
Laurence Kressel, County Counsel
for Multnomah County, ORegon

By: _____
Jacqueline Weber

Date: 1/4/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 1/19/95
DEB BOGSTAD
BOARD CLERK

DIVISION 10

OREGON CRIMINAL OFFENDER INFORMATION SYSTEM

Scope of System

257-10-010 (1) Rules adopted herein relate solely to the Oregon Criminal Offender Information System as maintained by the Oregon State Police. The rules do not affect in any way other agencies' original records of arrest, arrest logs, or reports of crimes available for inspection under terms of the Oregon Public Records Law (ORS 192.410 to 192.500).

(2) Oregon Criminal Offender Information files contain information, contributed by Criminal Justice Agencies, on a person's record of arrests, the nature and disposition of criminal charges, sentencing, confinement, and release, plus identifying data only relating to fingerprints of applicants submitted under Oregon Law. The fingerprints, photographs, records and reports compiled under ORS 137.225, 181.010, 181.511, 181.521, 181.540, 181.555, and 805.060 are confidential and exempt from public inspection except as provided in 181.540. These files shall not contain information about the political, religious, or social views, associations, or activities of any individual, group, association, corporation, business, or partnership unless such information directly relates to an investigation of past or threatened criminal acts or activities and there are reasonable grounds to suspect the subject of the information is or may be involved in criminal acts or activities.

(3) The Oregon CCH System is a computerization of essentially the same criminal offender information, and is maintained by the OSP under provisions of Oregon Law. Computerization of the files is designed to provide faster access to criminal offender information for Oregon Criminal Justice and Designated Agencies.

Stat. Auth.: ORS 181.537, 181.555, 181.560(4), 183.310 - 183.550 & 192.440
Hist.: DSP 2, f. 6-14-74, ef. 7-11-74; DSP 4, f. 4-22-76, ef. 4-30-76; OSP 1-1990, f. & cert. ef. 6-4-90; OSP 3-1992, f. & cert. ef. 9-16-92; OSP 4-1993, f. & cert. ef. 12-20-93

Definitions

257-10-015 As used in these rules:

(1) "Criminal Offender Information" means records, including fingerprints and photographs, received, compiled, and disseminated by the Oregon State Police for the purposes of identifying criminal offenders and alleged offenders and maintained as to such persons' records of arrest, the nature and disposition of criminal charges, sentencing, confinement (confinement shall not include the retention by the Oregon State Police of records of transfer of inmates between penal institutions or other correctional facilities), and release, and includes the OSP Computerized Criminal History System.

(2) "Agency Agreement" means a written agreement between OSP and a Criminal Justice or Designated Agency as defined by ORS 181.010 authorized to receive criminal offender information, or between a Designated Agency and a public or private agency authorized by ORS 181.537(1)(d) to receive Oregon criminal offender information, specifying the terms and conditions of accessing and receiving Oregon CCH Information.

(3) "Computerized Criminal History (CCH) System" means the administration and maintenance of online computer files of significant criminal offender information.

(4) "OSP" means the Oregon State Police and includes the Identification Services Section (ISS) and the Law Enforcement Data System (LEDS).

(5) "Oregon CCH System" means the Oregon Computerized Criminal History System.

(6) "Federal Criminal Offender Information System" means the national computerized criminal history system maintained and operated by the Federal Bureau of Investigation (FBI) which includes the Interstate Identification Index.

(7) "Criminal Justice Agency" means:

(a) The Governor;

(b) Courts of Criminal Jurisdiction;

(c) The Attorney General;

(d) District Attorneys, City Attorneys with criminal prosecutive functions and public defender organizations established under ORS Chapter 151;

(e) Law Enforcement Agencies;

(f) The Department of Corrections;

(g) The State Board of Parole and Post-Prison Supervision;

(h) The Board on Public Safety Standards and Training; and

(i) Any other state or local agency with law enforcement authority designated by order of the Governor.

(8) "Designated Agency" means any state, county or municipal government agency where Oregon criminal offender information is required to implement a federal or state statute, executive order or administrative rule that expressly refers to criminal conduct and contains requirements or exclusions expressly based on such conduct or for agency employment purposes, or licensing purposes, or other demonstrated and legitimate needs when designated by order of the Governor.

(9) "State Control Terminal" means the agency within each state which is responsible for the state's computer link with the National Crime Information Center and National Law Enforcement Telecommunications System, Inc., and which is responsible for ensuring that NCIC and NLETS

system security and operational policies and procedures are carried out within the state.

(10) "Law Enforcement Agency" means county sheriffs, municipal police departments, State Police, other police officers of this and other states, and law enforcement agencies of the federal government.

(11) "Administration of Criminal Justice" means performance of any of the following activities: Detection, apprehension, detention, pretrial release, posttrial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. The administration of criminal justice shall include criminal identification activities and the collection, storage, and dissemination of criminal history record information. Criminal justice employment investigations are included, as is the licensing of or issuing of a permit for a weapon or explosive when required to be performed by a Criminal Justice Agency, pursuant to a federal, state or local law.

Stat. Auth.: ORS 181.537, 181.555, 181.560(4), 183.310 - 183.550, 192.440 & 194.164
Hist.: DSP 2, f. 6-14-74, ef. 7-11-74; DSP 4, f. 4-22-76, ef. 4-30-76; DSP 1-1981, f. & ef. 5-1-81; DSP 3-1981, f. 10-30-81, ef. 11-1-81; OSP 3-1988, f. 8-22-88 & cert. ef. 9-1-88; OSP 1-1990, f. & cert. ef. 6-4-90; OSP 1-1991, f. 5-17-91, cert. ef. 7-1-91; OSP 4-1993, f. & cert.. ef. 12-20-93

System Responsibilities

257-10-020 (1) Maintenance and Dissemination of Criminal Offender Information. The Oregon State Police has statutory and administrative responsibility for the maintenance and dissemination of criminal offender information in Oregon.

(2) Accuracy and Completeness of Information. Information entered into Criminal Offender Information files is based on written documents submitted to the OSP by Criminal Justice Agencies reporting their record of official action, which documents contain fingerprint or other verification as to the identity of the individual to whom the information refers:

(a) OSP is responsible for the accuracy and completeness of information entered into the Oregon Criminal Offender Information System and any information subsequently transmitted for inclusion in the FBI Interstate Identification Index;

(b) This responsibility extends only to information contained in the documents as submitted to OSP.

(3) Removal of Information. OSP is responsible for removal of information from the Oregon and Federal Criminal Offender Information Systems when required by law or court order. In the event OSP discovers there has been an erroneous entry in criminal offender information records maintained by OSP or the FBI, OSP shall correct or purge the inaccurate information.

(4) Entry of Information. Only terminals located at the OSP, Identification Services Section or others designated by the Superintendent of the OSP are allowed to enter, update, or modify records in the Oregon CCH File.

(5) Information to Qualified Criminal Justice and Designated Agencies. OSP is responsible for providing Criminal Offender Information to qualified Criminal Justice and Designated Agencies. Such information will be furnished, after proper inquiry, in either computerized or document form.

(6) Development of Operational Procedures. OSP is responsible for development of operational procedures to be followed by Criminal Justice and Designated Agencies permitted access to Oregon Criminal Offender Information and FBI Interstate Identification Index files.

(7) All Criminal Offender information distributed by the OSP shall contain a notice in writing in substantially the following language: Because additions or deletions may be made at any time, a new CCH record should be requested when needed for subsequent use.

(8) All agencies shall insofar as is feasible, taking into consideration the then existing capability of the OSP to respond, request and obtain a current criminal offender information record when that record is to be disseminated outside that agency.

(9) NCIC and NLETS Control Terminal Responsibility. OSP is the "state control terminal" for the NCIC and NLETS computer interface to Oregon and is responsible for assuring that all policies and rules for computer access to Oregon and Federal Criminal Offender Information Systems are adhered to by Oregon user agencies.

(10) System Development and Operation. OSP is responsible for providing the computer hardware and software capabilities necessary to insure secure access, efficient processing and integrity of the information stored in the Oregon Criminal Offender Information System and for interfacing to the Federal Criminal Offender Information System.

(11) Physical Security of Computer Installation. OSP is responsible for development and implementation of policies and procedures to safeguard the criminal offender information at the central computer site from accidental or malicious damage or unauthorized access or use.

(12) Audit and Inspection of the User Agencies. OSP is responsible for periodically auditing and inspecting each computer terminal location accessing Oregon and Federal Criminal Offender Information to insure compliance with state and federal law, published rules, policies, and procedures.

(13) CCH computer terminal transaction records will be maintained at and by OSP and will be made available, upon written request, to participating Criminal Justice Agencies.

Stat. Auth.: ORS 181.537, 181.555, 181.560(4), 183.310 - 183.550 & 192.440
Hist.: DSP 2, f. 6-14-74, ef. 7-11-74; DSP 4, f. 4-22-76, ef. 4-30-76; OSP 1-1990, f. & cert. ef. 6-4-90; OSP 4-1993, f. & cert.. ef. 12-20-93

Access To and Use of Criminal Offender Information

257-10-025 (1) Access to OSP criminal offender information by any means shall be limited to:

(a) Criminal Justice Agencies, where the information is to be used for the administration of criminal justice, Criminal Justice Agency employment, or the information is required to implement a federal or state statute, local

ordinance, Executive Order, or administrative rule that expressly refers to criminal conduct and contains requirements or exclusions expressly based on such conduct, or other demonstrated and legitimate needs;

(b) Designated agencies upon Executive Order of the Governor where the information is required to implement a federal or state statute, Executive Order, or administrative rule that expressly refers to criminal conduct and contains requirements or exclusions expressly based on such conduct or for agency employment purposes, or licensing purposes, or other demonstrated and legitimate needs:

(A) When a Designated Agency requests criminal offender information about an individual from OSP under ORS 181.555(1) for agency employment, licensing or other permissible purposes, the agency shall provide documentation that the individual:

(i) Gave prior written consent for the agency to make a criminal offender record check through the OSP; or

(ii) Has received written notice from the agency that a criminal offender record check may be made through the OSP. Notice shall be provided prior to the time the request is made and shall include: notice of the manner in which the individual may be informed of the procedures adopted under ORS 181.555(3) for challenging inaccurate criminal offender information; and notice of the manner in which the individual may become informed of rights, if any, under Title VII of the Civil Rights Act of 1964; and notice that discrimination by an employer on the basis of arrest records alone may violate federal civil rights law and that the individual may obtain further information by contacting the Bureau of Labor and Industries.

(B) When a Designated Agency or Public Defender Organization requests, in written form, criminal offender information about an individual from OSP under ORS 181.555(1), that agency will be charged a fee of $2 for each individual checked (fee does not apply when check is made by agency using their LEDS terminal) or $12 for each fingerprint card inquiry. Agencies authorized by Oregon Revised Statute to submit fingerprint record checks to the FBI, Identification Division via OSP, are responsible to pay the prevailing user fee charged by the FBI for those fingerprint record checks in addition to the OSP user fee.

(c) A person or agency not defined as a Criminal Justice or Designated Agency has access only through the OSP Identification Services Section pursuant to ORS 181.555 and 181.560. The request must be submitted in writing and may be hand carried or mailed to the OSP Identification Services Section. A personal computer bulletin board system is also available for use. A fee of $15 will be charged for each record check. A fee of $5 will be charged for each request for copy certification by a notary public in addition to any other applicable fee. Checks are to be made payable to the Oregon State Police. Inquiries are to be addressed to Oregon State Police, Identification Services Section, 3772 Portland Road NE, Salem, OR 97303;

(d) The requesting party must furnish OSP with sufficient information to assist identifying and notifying the individual of interest. If the information is sought for employment purposes the requestor must state on the written request that the individual has been so advised and the manner in which the individual was so advised;

(e) These individuals will be advised by letter that they are allowed to review their criminal history for inaccurate or incomplete information. They will also be advised that they may become informed of certain rights under Title VII of the Civil Rights Act of 1964 by contacting the Bureau of Labor and Industries;

(f) If a challenge of 1964 by contacting the Bureau of statutory 14 day waiting period, response to the requestor will be held in abeyance until the challenge is resolved;

(g) OSP will respond to all requests and furnish Oregon conviction information and any arrest information less than one year old on which there has been no acquittal or dismissal. If the compiled information does not meet the above criteria or there is no record of the subject, OSP will reply to the requestor that there is no criminal record.

(2) Access to Oregon CCH information by means of computer terminals shall be limited to Criminal Justice and Designated Agencies using their agency identification number (ORI) as authorized by OSP in an "Agency Agreement".

(3) Oregon criminal offender information may be shared between authorized Criminal Justice and Designated Agencies. All other secondary dissemination of criminal offender information by authorized agencies or personnel is prohibited unless expressly permitted by Oregon Revised Statute. Dissemination of Oregon criminal offender information by Designated Agencies to public or private agencies authorized by ORS 181.537(1)(d) shall be limited to persons with a demonstrated and legitimate need to know the information. Such need must be demonstrated to the satisfaction of the Designated Agency responsible for the dissemination of the information. Title 28, United States Code, Section 534 and Title 28, Code of Federal Regulations, Section 20.33(b), prohibits dissemination of FBI criminal offender information to public or private agencies by Criminal Justice or Designated Agencies. A person wishing to review their criminal history record maintained by the FBI should write to: Federal Bureau of Investigation, Identification Division, Room 10104, Washington, D.C. 20537-9700. The FBI will inform the person how to obtain a copy of their record and, if necessary, how to challenge the accuracy or completeness of that record. Inquiries for nonofficial purposes or the checking of records for unauthorized persons or agencies is prohibited.

(4) Criminal offender information may be furnished to authorized Criminal Justice and Designated Agency employees and no person who has been convicted of a crime which could have resulted in a sentence to a Federal or State Penitentiary will be allowed to operate a computer terminal accessing CCH information or have access to criminal offender information. All authorized agency employees as described above must be fingerprinted and the fingerprint cards submitted to OSP. The fingerprint

cards will be searched against the state and federal criminal record files. The "Reason Fingerprinted" may be for criminal justice employment such as "Police Officer", "Corrections Officer" or "Access to CCH". These fingerprint cards will be retained by OSP and entered into the CCH File. Exceptions to this rule may be made in extraordinary circumstances upon written application to the Superintendent of the Oregon State Police setting forth such circumstances. The Superintendent of OSP will maintain a central file where such exception authorization shall be filed.

(5) Screening of Criminal Justice and Designated Agency employees who have access to CCH or criminal offender information records is the responsibility of the employing agency.

(6) Any Criminal Justice or Designated Agency obtaining Oregon or FBI criminal offender information, either directly through that agency's computer terminal, through the computer terminal of another agency, or directly from OSP, must have executed a written "Agency Agreement" with the OSP prior to such access. Any public or private agency receiving Oregon criminal offender information from a Designated Agency pursuant to ORS 181.537(1)(d) must have executed a written "Agency Agreement" with the Designated Agency prior to receiving the information. Dissemination of Oregon criminal offender information received under authority of ORS 181.537(1)(d) by a public or private agency is strictly prohibited.

(7) Security of Computer Terminals. Any computer terminal with CCH accessing capability must be physically secure and placed in a location not available to unauthorized persons. Computer terminals must be so placed that unauthorized persons may not observe the content of messages transmitted or received on such computer terminal.

(8) Security of Criminal Offender Information Records. Any Criminal Justice or Designated Agency or private entity obtaining or receiving criminal offender information shall maintain those records in secure files, available only to authorized agency employees, until they are destroyed by burning, shredding or secure and confidential recycling and shall treat those records in such a manner that the record does not become public information in any later proceeding, except through court order or as otherwise provided by law.

(9) Radio Transmission. Any radio transmission of Criminal Offender Information records shall be limited to essential details only, with information identifying individuals and offenses concealed insofar as possible. Plain text transmission of an entire (summary or full CCH) record is prohibited.

(10) Fee for relief from the bar of purchasing/possessing a firearm. When a person barred from possessing a firearm under ORS 166.250(1)(c) or 166.270 or barred from purchasing a firearm under ORS 166.470 and is granted relief from the bar by a court under ORS 166.274, a fee of $12 will be charged to enter and maintain this information in the CCH File as authorized under ORS 166.274(3)(c).

(11) Fee for conducting fingerprint check for concealed handgun license. A fee of $15 will be charged to conduct, enter and maintain a concealed handgun license applicant record check as authorized under ORS 166.291(5)(a)(A).

Stat. Auth.: ORS 181.537, 181.555, 181.560(4), 183.310 - 183.550, 192.440 & 194.164
Hist.: DSP 2, f. 6-14-74, ef. 7-11-74; DSP 4, f. 4-22-76, ef. 4-30-76; DSP 1-1981, f. & ef. 5-1-81; DSP 3-1981, f. 10-30-81, ef. 11-1-81; DSP 1-1982, f. 3-12-82, ef. 3-15-82; OSP 1-1990, f. & cert. ef. 6-4-90; OSP 1-1991, f. 5-17-91, cert. ef. 7-1-91; OSP 1-1992, f. 3-17-92, cert. ef. 3-18-92; OSP 4-1993, f. & cert. ef. 12-20-93

Criminal Justice Research and Evaluation Projects

257-10-030 Criminal Offender information will be made available to qualified persons for research and evaluation related to criminal justice activity, or in exigent circumstances for temporary access, upon written application to the Superintendent of the Oregon State Police but authorization to utilize such information will be conditioned upon:

(1) The execution of nondisclosure agreements by all participants in the program.

(2) When such qualified persons acknowledge a fundamental commitment to respect individual privacy interests with the identification of subjects of such information divorced as fully as possible from the data received, and agree to comply with any additional requirements and conditions found necessary to assure the protection of personal privacy and system security interests.

(3) When a specific agreement is executed between such qualified persons and the OSP, the agreement stating the scope of the project, the permissible dissemination of information for any purpose other than for which it was obtained.

(4) Where temporary access is granted by the Superintendent of the OSP, he shall report the reasons for such temporary grant to the Governor. No temporary grant of access shall be valid for more than 30 days.

(5) OSP will retain the right to monitor and audit any approved criminal justice research and evaluation project and to terminate access to CCH or Criminal Offender information if a violation of this rule is detected.

Stat. Auth.: ORS 181.537, 181.555, 181.560(4), 183.310 - 183.550, 192.440 & 194.164
Hist.: DSP 2, f. 6-14-74, ef. 7-11-74; DSP 4, f. 4-22-76, ef. 4-30-76; DSP 1-1981, f. & ef. 5-1-81; OSP 4-1993, f. & cert. ef. 12-20-93

Access by Individuals for Purpose of Review and/or Challenge or Obtaining Fingerprints

257-10-035 (1) All individuals desiring to review information concerning them maintained in the OSP Criminal Offender Information System, or who believes that the information as maintained is inaccurate, incomplete, or maintained in violation of any State or Federal statute or act, shall be entitled to review such information and obtain a copy thereof for the purpose of review, challenge or correction.

(2) Verification of such individual's identity may only be

effected through submission, in writing, of name, date of birth, and a set of rolled ink fingerprints to the Oregon State Police, Identification Services Section, 3772 Portland Road NE, Salem, Oregon, 97303. The request for review may be made at the Oregon State Police, Identification Services Section, 3772 Portland Road NE, Salem, Oregon, 97303, or through mail or postal service. The OSP may prescribe reasonable hours and places of inspection. If the request is made by mail, after positive identification by the OSP of the fingerprints submitted, copy of the record, along with the fingerprints submitted for that purpose, will be returned to the individual making the request to the address provided in the request.

(3) All data included in the Criminal Offender Information System is obtained from contributing Criminal Justice Agencies. If after review of the information concerning them as maintained in such record, individuals believe that it is incomplete or incorrect in any respect and wish changes, corrections, or updating of the alleged deficiency, they must make application directly to the contributor of the questioned information, requesting the appropriate agency to correct it in accordance with its respective administrative rules and procedures. Upon receipt of an official communication directly from the agency which contributed the original information, the OSP will make any changes necessary in accordance with the information supplied by the agency.

(4) Individuals whose record is not removed, modified, or corrected as they may request, following refusal by the agency originally contributing such information, may proceed under the provisions of **Rules 30.00 to 30.80** of the **Attorney General's Model Rules of Practice and Procedures** under the **Administrative Procedure Act**, relating to contested cases and judicial review. After conclusion of such procedure or review, any information found to be inaccurate, incomplete, or improperly maintained, shall be removed from the individual's record and the originating agency so notified with copy of the record as corrected being furnished to the challenging individual.

(5) Any Criminal Justice or Designated Agency receiving a record after such notice of contested case has been filed and prior to final determination, shall be notified by the OSP that the record is being challenged.

(6) All individuals desiring to obtain a police clearance or documentation of no record maintained in the OSP Criminal Offender Information System for purposes other than review, challenge or correction specified in (1) will be charged a fee of $12 for each request.

(7) All individuals desiring to obtain a set of their inked fingerprints for purposes other than review, challenge or correction specified in (1) will be charged a fee of $5 for each fingerprint card provided.

Stat. Auth.: ORS 181.537, 181.555, 181.560(4), 183.310 - 183.550, 192.440 & 194.164
Hist.: DSP 2, f. 6-14-74, ef. 7-11-74; DSP 4, f. 4-22-76, ef. 4-30-76; OSP 1-1990, f. & cert. ef. 6-4-90; OSP 1-1991, f. 5-17-91, cert. ef. 7-1-91, OSP 1-1992, f. 3-17-92, cert. ef. 3-18-92; OSP 4-1993, f. & cert.. ef. 12-20-93

Annual Audits

257-10-040 [DSP 2, f. 6-14-75, ef. 7-11-74; DSP 4, f. 4-22-76, ef. 4-30-76; Repealed by OSP 1-1990, f. & cert. ef. 6-4-90

Violation of Rules

257-10-045 Willful violation of Oregon Revised Statute, Executive Order or published rules relating to the Oregon Criminal Offender Information System by any authorized agency or employee may result in immediate termination of such agency's authorization to receive such information from the Oregon and/or Federal Criminal Offender Information Systems.

(2) Reinstatement will be effected only upon demonstration by the Agency that the cause of such violation has been corrected. Final determination as to the reinstatement of any agency so terminated will be the responsibility of the OSP.

Stat. Auth.: ORS 181.537, 181.555, 181.560(4), 183.310 - 183.550 & 192.440
Hist.: DSP 2, f. 6-14-74, ef. 7-11-74; DSP 4, f. 4-22-76, ef. 4-30-76; OSP 1-1990, f. & cert. ef. 6-4-90; OSP 4-1993, f. & cert.. ef. 12-20-93

Rights of Appeal

257-10-050 A Criminal Justice or Designated Agency or employee desiring to appeal any action, order, or administrative ruling by the OSP may proceed under the provisions of **Rules 30.00 to 30.80** of the **Attorney General's Model Rules of Practice and Procedures** under the **Administrative Procedure Act** relating to contested cases and judicial review.

[**Publications:** The publication(s) referred to or incorporated by reference in this rule are available from the office of the Oregon State Police.]

Stat. Auth.: ORS 181.537, 181.555, 181.560(4), 183.310 - 183.550 & 192.440
Hist.: DSP 2, f. 6-14-74, ef. 7-11-74; DSP 4, f. 4-22-76, ef. 4-30-76; OSP 1-1990, f. & cert. ef. 6-4-90; OSP 4-1993, f. & cert.. ef. 12-20-93

MEETING DATE: JAN 19 1995

AGENDA NO: C-2

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Renewal Agreement Between Oregon Housing and Community Services Department and Multnomah County Community and Family Services Division, for Management of the Low Income Rental Housing Fund Program

BOARD BRIEFING *Date Requested:* _____

Amount of Time Needed: _____

REGULAR BRIEFING *Date Requested:* _____

Amount of Time Needed: consent

DEPARTMENT: _____ *DIVISION:* Community & Family Svcs

CONTACT: Lolenzo Poe/Rey España *TELEPHONE:* 248-3691

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lolenzo Poe/Rey España

ACTION REQUESTED:

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

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

The Community and Family Services Division has received a renewal agreement for the administration of the Low Income Rental Housing Fund (LIRHF), which authorizes rent assistance for homeless and low income households. The agreement, which covers the FY 1993-95 biennium, does not include any funding allocations; these are made through a separate contract.

The Community Action Program has been administering the LIRHF program for over three years. This agreement continues past practices.

Copies of the agreement have been distributed to the BCC; attachments to the agreement, which are lengthy, are available from the Division upon request.

1/20/95 originals to Cella Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lolenzo Poe mes

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

lirhf.bcc

1995 JAN 10 AM 9:58
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON

MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lolenzo Poe, Director
Community and Family Services Division

DATE: December 13, 1994

SUBJECT: Renewal of Agreement Between Oregon Housing and Community Services Department and Multnomah County Community and Family Services Division: Low Income Rental Housing Fund Program

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I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the renewal agreement between the State and the County for the Low Income Rental Housing Fund Program, for the period July 1, 1993 through June 30, 1995.

This agreement is retroactive to July 1, 1993, to cover the biennium. The Division has just received the renewal agreement from the State.

II. Background/Analysis: The Community and Family Services Division has received a renewal agreement from the Oregon Housing and Community Services Department, which covers the use of the Low Income Rental Housing Fund (LIRHF) program allocations included in the Housing and Community Services Department's "omnibus" revenue agreement. No funds are included in the LIRHF agreement.

The Low Income Rental Housing Fund program pays rent assistance to homeless and low income households. It is locally managed by the Community Action Program, through contracts with community-based organizations.

The Community Action Program has been managing this program since its inception several years ago. There are no significant changes in the agreement from prior versions.

III. Financial Impact: None. Funding is allocated through a different contract. Anticipated LIRHF funds are included in the County Budget.

IV. Legal Issues: None.

V. Controversial Issues: None.

VI. Link to Current County Policies: The Low Income Rental Housing Fund provides rent assistance to homeless and low income households, as a means to get them off the streets, prevent homelessness, and provide for housing stability.

VII. Citizen Participation: Administration of these funds comes under the purview of the Community Action Commission, a citizen's body.

VIII. Other Government Participation: The agreement requires partnership with the Housing Authority of Portland; that agreement is attached to the contract.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 104095

Amendment #

CLASS I	CLASS II	CLASS III
[ ] Professional Services under $15,000	[ ] Professional Services over $15,000 (RFP, Exemption) [ ] PCRB Contract [ ] Maintenance Agreement [ ] Licensing Agreement [ ] Construction [ ] Grant [ ] Revenue	[X] Intergovernmental Agreement [ ] Intergovernmental Revenue Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-2 DATE 1/19/95 DEB BOGSTAD BOARD CLERK

Department: _____ Division: Community & Family Services Date: December 13, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: **Non-financial agreement governs administration of the Low Income Rental Housing Fund program.**

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

ORS/AR # _____ Contractor is [ ]MBE [ ]WBE [ ]QRF

Contractor Name: Oregon Housing & Community Services Department

Mailing Address: 1600 State Street
Salem, Oregon 97310-0302

Phone: (503)986-2000

Employer ID# or SS#: _____

Effective Date: July 1, 1993

Termination Date: June 30, 1995

Original Contract Amount: $ _____

Total Amt of Previous Amendments: $ _____

Amount of Amendment: $ _____

Total Amount of Agreement: $ not applicable

Remittance Address (if different) _____

Payment Schedule / Terms

[ ]Lump Sum $ _____ [ ]Due on Receipt

[ ]Monthly $ _____ [ ]Net 30

[x]Other $ not applicable [ ]Other

[ ]Requirements contract - Requisition Required

Purchase Order No. _____

[ ]Requirements Not to Exceed $ _____

Encumber: Yes[ ] No[ ]

REQUIRED SIGNATURES:

Department Manager: Lolenzo Poe mls Date: 12/28/94

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: Katie Dunlap Date: 1/5/95

County Chair/Sheriff: Sharron Kelley Date: January 19, 1995

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

VENDOR CODE _____ VENDOR NAME _____ TOTAL AMOUNT: $

LINE NO.	FUND	AGENCY	ORGANI-ZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
								Not	Applicable		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

lirhf.caf

LOW INCOME RENTAL HOUSING FUND PROGRAM -- AGREEMENT BETWEEN THE OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT AND MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

SECTION I. PARTIES

1. Oregon Housing and Community Services Department ("HCS")
   1600 State Street, Suite 200, Salem, Oregon 97310-0161.
2. Multnomah County Community and Family Services Division ("MCCFSD")
   426 S.W. Stark, Sixth Floor, Portland, OR 97204-2221

SECTION II. DEFINITIONS

1. "Agreement" means this Agreement between HCS and MCCFSD to implement the Low Income Rental Housing Fund Program in Multnomah County.
2. "Fund" means the Low Income Rental Housing Fund.
3. "Local Partnership Program" means the process described in this Agreement by which MCCFSD administers the Fund Program in Multnomah County in partnership both with HCS pursuant to this Agreement, and with the Housing Authority of Portland ("HAP") pursuant to the agreement between MCCFSD and HAP attached as Attachment A to this Agreement.
4. "Program" means the Low Income Rental Housing Fund Program.
5. Any other term used in this Agreement is used as defined in ORS 458.350-458.365 or 696.247-696.254, or in OAR 813-49-001 et seq., or consistently with those provisions if not therein defined.

SECTION III. FINDINGS AND PURPOSE

1. Whereas both parties to this Agreement wish to assure that the Program fulfills its purpose of providing rental assistance to very low income households in the most effective and efficient way possible; and
2. Whereas both parties believe that this purpose can be achieved most effectively and efficiently in Multnomah County through a process relying to the maximum extent possible on local expertise and local authority; now,
3. Therefore, the parties hereby agree to establish this Local Partnership Program to apply such local expertise to achieve the purpose of the Program by entering into this Agreement.

SECTION IV. DURATION OF LOCAL PARTNERSHIP PROGRAM

1. The parties agree that the duration of the Local Partnership Program shall be for so long as Fund monies paid to MCCFSD by HCS remain rightfully in MCCFSD's possession or until June 30, 1995, whichever comes first.
2. The parties may extend the duration of the Local Partnership Program by written agreement as provided in Section VI.
3. Upon expiration of this Agreement, MCCFSD must transfer to HCS any uncommitted Program funds on hand at the time of expiration and any interest attributable to such funds if the parties do not extend the duration of the Local Partnership Program pursuant to Section IV(2).

SECTION V. RESPECTIVE ROLES OF MCCFSD AND HCS IN THE LOCAL PARTNERSHIP

1. MCCFSD agrees to perform the following functions:

   a. MCCFSD will administer the Program in Multnomah County as effectively and efficiently as possible, and consistently with all provisions of the following statutes, rules and model documents (HCS may update any model document with notice to MCCFSD):

      (i) **Chapter 716, Oregon Laws 1991** (ORS 458.350 to 458.365 and 696.247 to 696.254);

      (ii) **OAR 813-49-001 et seq.**;

      (iii) This **Agreement** (including Attachment A as described in Section II(3) of this Agreement);

      (iv) The **Low Income Rental Housing Fund Contract** between MCCFSD and each relevant landlord (see Attachment B);

      (v) The **Nomination Form** (see Attachment C);

      (vi) The **Evaluation Form** (see Attachment D);

      (vii) The **Program Summary** (see Attachment E);

      (viii) The **Progress Report-Household Status at Close of Grant** (see Attachment F);

      (ix) The **Long-Term Household Status Progress Report** (see Attachment G); and

      (x) **Reporting Chart for LPP Accounting** (see Attachment H).

   b. MCCFSD will ensure that each household to whom it provides rental assistance through the Local Partnership Program receives social services directed to the goal of enabling the household to become

self-sufficient by the time the assistance terminates. These social services shall be funded by resources other than Program funds.

c. MCCFSD will provide to HCS profile and identification information regarding each household it funds through the Local Partnership Program, and will further monitor and provide to HCS information relating to the household's progress towards its goal of self-sufficiency during the term of the rental assistance grant and at intervals of six months and one year after the grant terminates. It will do this by providing HCS as soon as reasonably practicable with copies of the following documents completed for each household:

(i) The **Nomination Form** (Attachment C);

(ii) The **Evaluation Form** (Attachment D);

(iii) The **Progress Report-Household Status at Close of Grant** (Attachment F); and

(iv) The **Long-Term Household Status Progress Report** (Attachment G).

In addition, MCCFSD will provide HCS with copies of any case management monitoring status reports it receives from HAP.

d. At least quarterly (October 1, January 1, April 1 and July 1) for the duration of this Agreement, MCCFSD will provide in a format similar to the **Reporting Chart for LPP Accounting** (Attachment H) the essential information requested in that Form regarding monies it receives and expends through the Local Partnership Program. Upon the request of HCS, MCCFSD will return to the Fund any undedicated monies it has received pursuant to this Agreement.

e. In addition, MCCFSD will retain in its own files copies of the following documents:

(i) The household's **rental agreement** with its landlord; and

(ii) The **Low Income Rental Housing Fund Contract** executed between MCCFSD and the household's landlord (Attachment B).

f. MCCFSD will consult with and defer to HCS on overall policy issues with implications beyond its own service area and will defer to HCS's determination as to whether such implications exist in a given situation.

g. MCCFSD will provide rental assistance to each household on the basis of a Low Income Rental Housing Fund Program Contract it shall enter into with each Fund recipient's landlord in the form prescribed in Attachment B to this Agreement, or in any modified form that HCS pre-approves in writing, and consistently with Section V(2)(a)(iii).

h. MCCFSD will provide rental assistance payments under this Agreement only in connection with dwelling units which:

(i) are "habitable" pursuant to ORS 90.320;

(ii) rent for an amount which is reasonable, based on rents that are charged for comparable unassisted units; and

(iii) are not owned or actively managed by a housing authority.

2. HCS agrees to perform the following functions:

a. HCS will distribute funds to MCCFSD as revenue becomes available to the Fund. HCS will distribute such funds to MCCFSD pursuant to a statewide allocation formula based on the number of very low income households in the service area of each Local Partnership Program out

of the total number of very low income households statewide. HCS will distribute these funds at such intervals as may be reasonably feasible. These funds shall be available to MCCFSD for payment as follows:

i. $250.00 per each household MCCFSD funds through this Local Partnership Program as an administrative fee to MCCFSD for the first month of rental assistance MCCFSD provides to that household;

ii. $25.00 per each household MCCFSD funds through this Local Partnership Program as an administrative fee to MCCFSD for each additional month of rental assistance MCCFSD provides to that household, not to exceed $125.00 total (beyond the $250.00 described above) for any individual household; and

iii. All other funds shall provide rental assistance directly to recipient households' landlords for a total of no more than six (6) monthly contract rental assistance payments for any individual household. This six month limitation includes payments made for first and last months' rent, but does not include payments made for refundable or other move-in deposits or fees.

b. HCS will provide policy direction and overall administrative authority for the Program, including legislative and public relations efforts, and may in its discretion provide future funding to MCCFSD beyond that contemplated in this Agreement subject to availability of funds and determination of overall Program policy needs.

c. HCS will consult with and assist MCCFSD in carrying out its functions under this Agreement, and understands that MCCFSD will be

working with MWVCAA to perform these functions pursuant to an agreement (see Attachment A) not inconsistent with this Agreement.

SECTION VI. TERMS OF AGREEMENT

1. Both parties agree that this Agreement renews the Local Partnership Program established pursuant to prior Memoranda of Understanding between HCS and MCCFSD relating to the Low Income Rental Housing Fund Program. This Agreement becomes effective on July 1, 1993, and remains in effect as provided in Section IV.
2. Both parties agree that the terms of this Agreement shall be subject to modification by act of the legislature or of an administrative body authorized to adopt rules carrying out the provisions of ORS 458.350 to 458.365 and 696.247 to 696.254, or by such mutual consent of the parties as shall be reduced to writing.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

SECTION VII. ENFORCEMENT OF THE AGREEMENT

In addition to any other remedies available under law or otherwise for breach of this Agreement, HCS may suspend or terminate this Agreement if MCCFSD materially fails to comply with any term of this Contract.

SECTION VIII. COMPENSATION ACT

1. MCCFSD, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. HCS and the State of Oregon assume no responsibility under ORS 656.029 or

otherwise for providing workers' compensation coverage for MCCFSD, its subcontractors, or any of their employees.

SECTION IX. STATE TORT CLAIMS ACT

MCCFSD is not an officer, employee or agent of the State of Oregon as those terms are used in ORS 30.265.

SECTION X. INDEMNITY

MCCFSD shall defend, save, and hold harmless the State of Oregon and HCS, their officers, agents and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities or omissions of MCCFSD or its subcontractors, agents, or employees under this Agreement.

SECTION XI. NONDISCRIMINATION

MCCFSD agrees to comply with all applicable requirements of federal and state civil rights statutes, rules, and regulations.

SECTION XII. ASSIGNMENT

MCCFSD shall not assign or transfer interest in this Agreement without the express written consent of HCS.

SECTION XIII. SUCCESSORS IN INTEREST

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

SECTION XIV. ATTORNEY FEES

In the event a lawsuit is instituted on behalf of HCS to collect any payment due under this Agreement or to obtain performance of any kind

under this Agreement, MCCFSD agrees to pay such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred therein. MCCFSD further agrees to pay such additional sums as may be awarded to HCS on appeal.

SECTION XV. FORCE MAJEURE

MCCFSD shall not be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond MCCFSD's reasonable control.

SECTION XVI. SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

SECTION XVII. WAIVER

The failure of HCS to enforce any provision of this Agreement shall not constitute a waiver by the State of that or any other provision.

SECTION XVIII. SPECIAL WARRANTY

MCCFSD warrants that nothing of monetary value has been given, promised or implied as remuneration for entering into this Agreement. MCCFSD further declares no improper personal, political, or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiation leading to the award of this Agreement.

SECTION XIX. RELATIONSHIP OF CONTRACTING PARTIES

The contracting parties warrant by their signature that no employer-employee relationship is established between HCS and MCCFSD by the terms of this Agreement and MCCFSD further indemnifies the State of Oregon and HCS and holds each of them harmless against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees, that may be incurred by reason of any act or omission, neglect or misconduct of MCCFSD which may arise out of this Agreement.

SECTION XX. CONFLICT OF INTEREST

No official or employee of MCCFSD or HCS shall have any direct or indirect financial interest in the Local Partnership Program.

SECTION XXI. MCCFSD FOR DISABLED PERSONS

If MCCFSD operates a commercial facility or public accommodations, as those terms are defined in the Americans with Disabilities Act of 1990, P.L. 101-336, MCCFSD shall comply with the Americans with Disabilities Act.

SECTION XXII. TITLES AND SUBTITLES

The titles in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

SECTION XXIII. MERGER CLAUSE

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGES OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. MCCFSD, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SIGNED:

Baruti L. Artharee Date
Director
Housing and Community Services Division

Lolenzo Poe mas 12/29/94
Lolenzo Poe Date
Director
Community and Family Services Division

for Beverly Stein 1/19/95
Date
Multnomah County Chair

RENEW-95.MOU

REVIEWED: LAURENCE KRESSEL
Multnomah County Counsel
by: Katie Gaetjens 1/5/95
Katie Gaetjens

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 1/19/95
DEB BOGSTAD
BOARD CLERK

ATTACHMENT A

MULTNOMAH COUNTY OREGON

COMMUNITY & FAMILY SERVICES DIVISION
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464
426 SW STARK, 6TH FLOOR
PORTLAND, OREGON 97204
FAX # (503) 248-3332

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 OF UNDERSTANDING

BETWEEN

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION COMMUNITY ACTION PROGRAM OFFICE (CAPO) AND THE HOUSING AUTHORITY OF PORTLAND (HAP)

Purpose

The Oregon Housing and Community Services Department (OHCS) has authorized the Community Action Program Office (CAPO) and the Housing Authority of Portland (HAP) to be local partners in the distribution of Low Income Rental Housing Fund Program funds to be used in providing rental assistance grants to as many qualified low income households as possible in Multnomah County. These funds will be distributed by OHCS to CAPO.

Roles and Responsibilities: Community Action Program Office

1. CAPO will administer the program in Multnomah County;

2. CAPO will work with the Community Action Service Provider (CASP), HAP, and OHCS to formulate program policies and procedures for this program;

3. CAPO will allocate rent assistance funds based on program policies and procedures.

4. CAPO will notify HAP of any meetings regarding the coordination of this fund.

Roles and Responsibilities: Housing Authority of Portland

1. HAP will participate in any meetings regarding the coordination of the Low Income Rental Housing Funds needed;

2. HAP will participate in formulating policy and procedures related to the Low Income Rental Housing Fund.

Terms of Agreement

This Memorandum is effective upon the signature of the parties and will remain open and subject to review, modification, or cancellation by either party.

Dennis L. West
Executive Director
Housing Authority of Portland

Rey España
Manager, CAPO
Community and Family Services Division

OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT
LOW INCOME RENTAL HOUSING FUND PROGRAM

LOW INCOME RENTAL HOUSING FUND CONTRACT

This Low Income Rental Housing Fund Contract ("Contract") is entered into between the _____ _____(the "Public Service Agency" or "PSA") and _____("Owner"), the owner or property manager of the Contract unit designated below.

The purpose of this Contract is to assist the Household identified in section 1 (A) to rent a habitable dwelling unit from the Owner. PSA will make rental housing payments to the Owner on behalf of the Household in accordance with this Contract.

1. CONTRACT UNIT, HOUSEHOLD, AND RENTAL AGREEMENT.

(A). This Contract applies only to the Household and the rental dwelling unit ("Contract unit") designated in this section.

Contract unit:_____

_____
(Address of Contract unit, City, State and Zip Code)

Household:_____

_____
(Name(s) of Household representative(s)

(B). The Owner shall rent the Contract unit to the Household pursuant to a written Rental Agreement not in conflict with this Contract, and shall not change the amount of rent per month due for the Contract unit under that Rental Agreement during the term of this Contract.

2. TERM OF CONTRACT.

The term of this Contract shall begin on _____, 19___which shall be the effective date of this contract. The Contract shall continue in place [ ] for a term of six months from the effective date, or [ ] for a term of _____ months from that date renewable at PSA's option for a term of up to six months in total; but in any case payments shall not be made under this Contract for (1) longer than the Household remains in the Contract unit pursuant to the Rental Agreement and applicable law, or (2) for a total of more than six monthly contract rent payments including first and last months' rent payments (this total is in addition to payment of refundable or other deposits, if any).

3. RENT; RENTAL HOUSING PAYMENT.

(A). The total monthly rent payable to the Owner during the term of this Contract is called the "Contract rent". The Contract rent shall be $_____ per month. PSA shall pay the first contract rent payment within 30 days after execution of this Contract together with any tenant arrears or move-in fees as described in this section and any refundable deposits as described in section 6(A):

$_____Contract rent

$_____Rent arrearages (for time period of _____

$_____Move-in fees (pet___key___cleaning___other___)

$_____Prorated rent (for time period of _____)

$_____**TOTAL INITIAL RENTAL HOUSING PAYMENT not including refundable deposits (see 6(A) below)**

(B). Each month PSA shall pay to the Owner on behalf of the Household in accordance with this Contract an amount equal to the Contract rent. PSA does not assume any obligation for payment of any claim by the Owner against the Household, except in accordance with Section 6. The obligation of PSA is limited to making rental housing payments on behalf of the Household in accordance with this Contract.

(C). The rental housing payments to the Owner will continue during the term of this Contract as specified in section 2. However, the termination of a Household's rental payments shall not affect the Household's other rights under the Rental Agreement.

(D). PSA may terminate rental housing payments under this Contract if the Household has committed any fraud in connection with any state or federal housing assistance program. PSA shall notify the Owner in writing of its decision to terminate rental housing payments in such case, and that rental housing payments pursuant to the Contract shall terminate 30 days after PSA gives such notice to the Owner.

4. MAINTENANCE, OPERATION AND INSPECTION.

(A). The Owner agrees to maintain and operate the Contract unit and related facilities to provide habitable housing, including providing all the services, maintenance and utilities agreed to in the Rental Agreement. If PSA determines that the Owner is not meeting this obligation, PSA shall have the right, even if the Household continues in occupancy, to terminate or reduce rental housing payments to the Owner, and to terminate the Contract.

(B). PSA shall have the right upon 24 hours' notice to the Household to inspect the Contract unit and related facilities at such times as may be necessary, in the determination of PSA, to assure that the unit is in habitable condition, and that the Owner is providing all the services, maintenance and utilities agreed to under the Rental Agreement.

5. MONTHLY PAYMENT TO OWNER.

(A). After the initial payment made under this Contract, PSA shall make subsequent rental housing payments to the Owner on or about the first day of the month for which payment is due. The Owner agrees that the endorsement on the check:

(1) shall be conclusive evidence that the Owner has received the full amount of the rental housing payment for the month, and

(2) shall be a certification by the Owner that:

(i). the Contract unit is in habitable condition and the Owner is providing all the services, maintenance and utilities agreed to in the Rental Agreement,

(ii). the Contract unit is leased to the Household named in Section 1(A), and the Rental Agreement is in accordance with Section 1(B),

(iii). the Contract rent does not materially exceed rents charged by the Owner for other comparable unassisted units,

(iv). except for the rental housing payment provided for under this Contract, the Owner has not received and will not receive any payments or other consideration from the Household or any other public or private source as rent for the Contract unit,

(v). neither the Household nor any housing authority owns, actively manages, or has any interest in the Contract unit (except in the case of housing assistance on behalf of the Owner of a manufactured home, where PSA may assist the Household in leasing a manufactured home space). If the Owner is a cooperative or tribe, the Household may be a member of the cooperative or tribe, and,

(vi). to the best of the Owner's knowledge, the members of the Household occupy the Contract unit, and the unit is used solely for residence by the Household, and as the Household's principal place of residence.

(B). If PSA determines that the Owner is not entitled to a payment or any part of it, then PSA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Owner.

6. SECURITY DEPOSITS AND RENT REFUNDS.

(A). PSA shall pay on behalf of the Household to the Owner any reasonable security or other refundable deposits the Owner may charge for the Contract unit if the Household has not already paid such deposits to the Owner and if the Rental Agreement is effective on the effective date of this Contract. PSA shall pay any Contract security or other refundable deposit as described in this section within 30 days after execution of this contract together with the Initial Rental Housing Payment not including refundable deposits as described in section 3(A) as follows:

$_____Security deposit

$_____Other deposits (pet___key___cleaning___other___)

$_____**TOTAL REFUNDABLE DEPOSITS**

$_____**TOTAL INITIAL RENTAL HOUSING PAYMENT not including refundable deposits (from 3(A) above)**

$_____**TOTAL INITIAL RENTAL HOUSING PAYMENT**

(B). Within 14 days of the effective date of this contract, an Owner who is a real estate licensee shall deposit into an interest-bearing client trust account accruing interest to the Low Income Rental Housing Fund any refundable deposits received from PSA pursuant to ORS 458.350-458.365, and shall otherwise comply with all State and local laws regarding interest payments on security deposits.

(C). After the Household moves from the Contract unit, the Owner may use the security deposit as reimbursement for any unpaid amounts which the Household owes under the Rental Agreement. The Owner will give the Household a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Owner, the Owner shall promptly refund the full amount of the balance to the Household. The Owner shall also promptly remit to the Household any refund in rent due pursuant to the Rental Agreement or State or local law. If the Owner is not reasonably able to refund any of the above sums to the Household, the Owner shall refund them to PSA.

(D). The Owner shall immediately notify PSA when the Household has moved from the Contract unit. The Owner shall submit to PSA, as soon as possible, written documentation evidencing actual costs of required repairs. The Household, not the PSA, shall be responsible for any claim in excess of the amount of the security deposit, including any claim for damages, unpaid rent, or vacancy losses. PSA has the right to inspect the unit with the Owner to determine the extent of any damage.

7. NONPAYMENT FOR VACATED UNIT.

Housing assistance payments shall be made by the PSA to the Owner under this Contract only for the period during which the Contract unit is rented and occupied by the Household during the term of the Contract pursuant to the Rental Agreement and applicable law.

8. TERMINATION OF TENANCY.

The Owner shall terminate the tenancy of the Household only pursuant to the terms and conditions specified in the Rental Agreement or as provided by law.

9. NONDISCRIMINATION IN HOUSING.

(A). The Owner shall not, in the provision of services, or in any other manner, discriminate against any person on the ground of age, race, color, creed, religion, sex, handicap or national origin. Unwed parents, families with children born out of wedlock, and recipients of public assistance shall not be excluded from participation in or be denied the benefits of, the Low Income Rental Housing Fund Program because of such status.

(B). The Owner agrees to comply with all applicable requirements of federal and state civil rights statutes, rules and regulations, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. The obligation of the Owner to comply with these requirements inures to the benefit of the State of Oregon and PSA, either of which shall be entitled to invoke any remedies available by law to redress any breach or to compel compliance by the Owner.

10. COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS.

The Owner shall cooperate with PSA in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

11. PSA ACCESS TO PREMISES AND OWNER'S RECORDS.

(A). The Owner shall provide any information pertinent to this Contract which PSA may reasonably require.

(B). The Owner shall permit PSA or any of its authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner to the extent necessary to determine compliance with this Contract only, including the verification of information pertinent to the rental housing payments.

12. RIGHTS OF PSA IF OWNER BREACHES THE CONTRACT.

(A). Any of the following shall constitute a breach of the Contract:

(1) If the Owner has violated any obligation under this Contract;

(2) If the Owner has demonstrated any intention to violate any obligation under this Contract; or

(3) If the Owner has committed any fraud or made any false statement to PSA in connection with the Contract.

(B). If PSA determines that a breach has occurred, PSA may exercise any of its rights or remedies under the Contract. PSA shall notify the Owner in writing of such determination, including a brief statement of the reasons for the determination. The notice by PSA to the Owner may require the Owner to take corrective action (as verified by PSA) by a time prescribed in the notice. PSA's rights and remedies under the Contract include recovery of overpayments, termination or reduction of rental housing payments, and termination of the Contract.

(C). Any termination or reduction of rental housing payments, or termination of the Contract by PSA in accordance with this Contract, shall be effective as provided in a written notice by PSA to the Owner.

(D). PSA's exercise or non-exercise of any remedy for Owner breach of this Contract shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

13. PSA RELATION TO THIRD PARTIES.

(A). PSA does not assume any responsibility for, or liability to, any person injured as a result of the Owner's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Owner.

(B). The Owner is not the agent of PSA, and this Contract does not create or affect any relationship between PSA and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of this Contract.

(C). Nothing in this Contract shall be construed as creating any right of the Household or other third party (other than the State of Oregon) to enforce any provision of this Contract, or to assert any claim against PSA, the State of Oregon or the Owner under this Contract.

14. CONFLICT OF INTEREST PROVISIONS.

No present or former employee of PSA who formulates policy or influences decisions with respect to the Low Income Rental Housing Fund program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to the LIRHF program shall have any direct or indirect interest, during this person's tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from the Contract.

15. TRANSFER OR ASSIGNMENT.

The Owner has not made and will not make any transfer or assignment in any form of this Contract without the prior written consent of PSA. A change in ownership of the Owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. PSA shall give its consent to a transfer or assignment of the Contract if the transferee agrees in writing (in a form acceptable to PSA) to comply with all the terms and conditions of this Contract. The transferee shall give PSA a copy of the executed agreement.

16. SUCCESSORS IN INTEREST.

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

17. ATTORNEY FEES.

In the event either party institutes a lawsuit to collect any payment due under this Contract or to obtain performance of any kind under this Contract, the nonprevailing party shall pay to the prevailing party reasonable attorney fees and all costs and disbursements incurred therein.

18. FORCE MAJEURE.

The parties shall not be held responsible for delay or default caused by fire, riot, acts of God and war beyond either party's reasonable control.

19. SEVERABILITY.

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provisions held to be invalid.

20. CONDITIONS FOR RENTAL HOUSING PAYMENTS.

The right of the Owner to receive rental housing payments under this Contract shall be subject to compliance with all the provisions of this Contract.

21. ENTIRE AGREEMENT; INTERPRETATION.

(A). This contract contains the entire agreement between the Owner and PSA. No changes in this Contract shall be made except in writing signed by both the Owner and PSA.

(B). The Contract shall be governed by and construed in accordance with Oregon law.

22. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT.

(A). The Owner warrants (1) that the Contract unit is in habitable condition as described in ORS 90.320, (2) that Owner will maintain the unit in such habitable condition throughout the term of this contract, and (3) that the Owner has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

(B). The party, if any, executing this Contract on behalf of the Owner hereby warrants that she/he has read this Contract, understands it, agrees to be bound by it, and that authorization has been given by the Owner to execute it on behalf of the Owner.

SIGNATURES:

PUBLIC SERVICE AGENCY

_____
Print or type name of Public Service Agency

By:_____ _____
Signature Date Signed

_____
Print or type Name and Title of signatory

OWNER

_____
Print or type name of Owner

_____
Federal Income Tax ID or Social Security Number

By:_____ _____
Signature Date Signed

_____
Print or type name of authorized representative

WARNING: ORS 165.102 provides, among other things, that whoever with intent to defraud or injure another or to acquire a substantial benefit obtains by means of fraud, deceit or subterfuge the execution of a written instrument affecting or purporting to affect the pecuniary interest of any person shall be imprisoned for not more than one year or fined not more than $2,500, or both.

NOMINATION FORM -- CANDIDATE(S) FOR HOME TENANT-BASED ASSISTANCE OR LOW INCOME RENTAL HOUSING FUND GRANT

Nominating human services agency:

NAME OF AGENCY: _____

ADDRESS OF AGENCY: _____

TELEPHONE NUMBER OF AGENCY: _____

CONTACT PERSON AT AGENCY: _____

Name(s) and Age(s) of household member(s) to share rental unit:

_____ AGE( ) _____ AGE( )

_____ AGE( ) _____ AGE( )

_____ AGE( ) _____ AGE( )

Projected gross household income for next 12 months based on current level of household income not including employment of minors: $_____

Address of rental property where household will live (if known):

STREET _____ TELEPHONE NUMBER _____

CITY _____ COUNTY _____ STATE _____ ZIP _____

NOTE: UNITS OWNED OR ACTIVELY MANAGED BY A HOUSING AUTHORITY DO NOT QUALIFY.

GRANT REQUESTED (time period not to exceed 6 months initially):

Rent per month $_____ X No. of mos._____ = $_____

Move in costs/deposits $_____

TOTAL for time period requested $_____

Is the household currently receiving any **RENTAL** assistance in any of the following forms?

a) As a shelter allowance from AFDC? ___ yes ___ no

b) Through Section 8? ___ yes ___ no

c) Through any other rental subsidy? ___ yes ___ no **If yes, please explain.** _____

_____

Has the household applied for Section 8 assistance? ___ yes ___ no

Is it eligible for Section 8 assistance? ___ yes ___ no

Is it on a waiting list? ___ yes ___ no **If yes, how long will it be before it will receive assistance?**

_____ months _____ years

Is the household entitled to a federal preference under Section 6(c)(4)(A) of the Housing Act of 1937?

For occupying substandard housing? ___ yes ___ no

For paying more than 50% of household income for rent? ___ yes ___ no

For involuntary displacement? ___ yes ___ no

NOTE: See HUD Occupancy Handbook 4350.3 Sections 2-19 and 2-2 for further information on qualifications for these federal preferences (e.g., homelessness constitutes living in substandard housing).

How do you know this household?

_____

_____

_____

(CONTINUE ON REVERSE)

Why does this household need a short term transitional rental assistance grant?

What is the likelihood that this household will be able to improve its circumstances substantially over the term of the grant if it receives one?

Please describe the specific steps this household is taking (or will be taking) to achieve self-sufficiency.

(Use additional sheets if needed for complete information)

I have reviewed this form and affirm its contents to be true to the best of my knowledge.

Signature _____ Date_____
(of person making nomination)

Send completed Nomination Form to:

EVALUATION OF LIRHF NOMINATIONS

Household name_____

Evaluator name_____

STEP ONE: Does household qualify?

(a) Very low income household?

(b) Will not live in unit owned or actively managed by housing authority?

☐ YES if yes to (a) and (b) If yes, continue to next step.

☐ NO if no to (a) or (b)

If no, place nomination in "Non-Qualified" file (retain but do not consider).

STEP TWO: Is household already receiving other rental housing assistance?

☐ YES

☐ NO

If yes, place nomination in "Already Receiving Assistance" file (retain but consider only after other qualified non-recipients have received grants).
If no, continue to next step.

STEP THREE: Priority among nominees shall be allocated as follows:

_____ 100 points total possible for likelihood of high degree of self-sufficiency after grant
- 100 pts.= very high likelihood
- 75 pts.= high likelihood
- 50 pts.= moderate likelihood
- 25 pts.= low likelihood
- 0 pts.= nearly no likelihood

_____ 50 points total possible for ineligibility for other rental assistance
- 50 pts.=no-fault ineligibility for other such assistance
- 35 pts.=eligible but waiting list of more than 1 yr.
- 25 pts.=household has not applied for rental assistance or current rental unit ineligible for Section 8
- 20 pts.=eligible but waiting list of 6 mos.-1 yr. or eligible for only 1 mo. emergency assistance
- 10 pts.=eligible but waiting list of less than 6 mos.

_____ 75 points for estimated total cost of grant
- 75 pts.=0-$1,000
- 50 pts.=$1,001-2,000
- 25 pts.=$2,001-3,000
- 0 pts.=more than $3,000

_____ 75 points maximum total points for number of individuals in household
- 20 pts.=first individual
- 10 pts.=any individual thereafter
- 5 pts.=pregnancy

_____ 50 points total possible for income
- 50 pts.=0-33% of qualifying income level
- 30 pts.=34-67% of qualifying income level
- 15 pts.=68-100% of qualifying income level

_____

_____ 350 POINTS = TOTAL POSSIBLE POINTS

Oregon

HOUSING AND
COMMUNITY
SERVICES
DEPARTMENT

PROGRAM SUMMARY -- LOW INCOME RENTAL HOUSING FUND

HOW DOES THE PROGRAM WORK?

The 1989 Oregon Legislature passed a statute requiring real estate licensees receiving or holding security or other refundable deposits to place them into interest-bearing client trust accounts beginning January 1, 1990. The 1991 Legislature amended the statute to provide that after November 1, 1991 all accrued interest less reasonable service or transfer fees earned on these accounts must accrue to the benefit of the Low Income Rental Housing Fund ("Fund") to defray the cost of rent for dwelling units for very low income households. The statute requires the Oregon Housing and Community Services Department ("HCS"), the Department of Insurance and Finance ("DIF"), and the Real Estate Agency ("REA") to adopt rules to implement the statute. REA and DIF enforce the statute as it applies to real estate licensees and financial institutions respectively. HCS administers the Fund Program ("Program") through local partnership programs ("LPPs") across the state. An LPP teams a public housing agency and a human services provider, usually a housing authority and a community action agency, to administer the Program together in a given local area. A list of LPP participants is available from HCS.

AM I ELIGIBLE OR REQUIRED TO PARTICIPATE IN THE PROGRAM?

Anyone may make a tax-deductible contribution to the Fund. Generally, however, four main groups of people are involved in the program.

Landlords (owners and managers of rental property)
Real estate licensees must, and non-licensees may, establish at least one low income housing account ("LIHA") into which they deposit refundable deposits. A LIHA is an account which accrues all net interest to the benefit of the Fund. Landlords or other concerned citizens who know of very low income tenants in danger of losing their rental units due to financial hardship may recommend them to a human service agency to be nominated for a Fund grant.

Financial Institutions
Financial institutions may establish LIHAs for their customers. Under DIF's administrative rules, any fees or expenses charged on LIHAs must be of a kind which are "reasonable and are customarily assessed by the financial institution for similar accounts". OAR 441-530-050(3)(a).

Human Services Agencies
Housing authorities, domestic violence shelters, job training programs, community action or other human services agencies may nominate very low income households with whom they are familiar or whom landlords or other concerned citizens have brought to their attention to receive a Fund grant. They may also participate as partners in an LPP in their area.

Barbara Roberts
Governor

1600 State Street
Salem, OR 97310-0161
(503) 378-4343
FAX (503) 378-3465

Very Low Income Households

A very low income household is a household consisting of an individual or group of individuals whose total gross household income from all sources (not including income from the employment of children under the age of 18) does not exceed 50% of the area median income for that household size. Such a household is eligible to receive a transitional Fund grant covering up to 6 months' rental housing expenses for that household. Whether the household will actually receive such a grant is dependent upon the availability of funds and the household's score in the nomination evaluation process, as grants are awarded on a competitive rather than on a "first come-first served" basis.

WHAT KINDS OF PROPERTIES ARE ELIGIBLE TO RECEIVE FUND GRANT PAYMENTS?

LPPs may make Fund rental assistance payments for any privately owned rental property that meets applicable health and safety standards for habitability.

WHAT TYPES OF FUND GRANTS ARE AVAILABLE?

The Fund provides grants primarily to very low income households who are in danger of losing their rental units due to involuntary hardship (e.g., medical problems, natural disaster, domestic violence, or layoff), or who have no place of their own, but who can benefit from local community resources aimed at transitioning the household to self-sufficiency during the grant period (e.g., job training or counselling, physical therapy or rehabilitation). Preference is granted to households not eligible for other rental assistance, or eligible but unlikely to receive it soon. A grant may cover payments for up to 6 months of rent, plus any reasonable move-in fees or deposits.

WHAT PROCESS RESULTS IN FUND GRANTS?

Human services agencies provide nominations to the LPP in their service area for very low income households with whom they are familiar. The LPP evaluates the nominations and awards grants as funding is available. In reviewing the nominations, the LPP will consider, among other things, the need to assure that among qualified households, the Fund assist those with 1) the most critical needs, and 2) those most likely to benefit from a transitional grant.

WHERE CAN I OBTAIN MORE INFORMATION?

For additional information, contact:

OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT 378-4729 - Lynn Partin
For questions regarding program administration

REAL ESTATE AGENCY 378-4170 - Steve Hawes
For questions regarding real estate regulations

DEPARTMENT OF INSURANCE AND FINANCE 378-4140 - Cecil Monroe
For questions regarding regulations relating to financial institutions

LIHA:56-10/4/91

Oregon

HOUSING AND COMMUNITY SERVICES DEPARTMENT

LOW INCOME RENTAL HOUSING FUND

PROGRESS REPORT--HOUSEHOLD STATUS AT CLOSE OF GRANT

Name of Household _____ Grant Round # _____

Agency Review _____ Person Reviewing _____

Telephone Number _____ Date of Review _____

1. For how many total months of rent and arrears did the grant actually pay? ____ mos. (rent) + _____ mos. (arrears) = _____ mos. (total)

   (a) For how long a period of time was the grant contract originally written? ____ mos. How many of these momths were arrears? _____ mos.

   (b) If the household received the grant for other than the time period specified in the contract, who (e.g., contract renewed, tenant left unit with no forwarding address, etc.)? _____

2. Will the household be able to sustain the same or an alternate rental unit on its own after the grant term has expired? ____ yes ____ no

   (a) **If yes,** will this be with no help? ____ yes ____ no. With the help of Section 8? _____ yes ____ no. With the help of some other form of rental assistance? ____ yes _____ no. Please describe.

   (b) **If no,** do you think that a grant of 1 year in length would have enable this household to be able to sustain the rental unit on its own after the grant term expired?
   ____ yes____ no. **Why or why not?** _____

3. Did the grant prevent the household from becoming homeless? ____ yes ____ no Please explain.

4. How has this grant benefited this household? _____

Barbara Roberts
Governor

1600 State Street
Salem, OR 97310-0161
(503) 378-4343
FAX (503) 378-3465

~~LONG TERM HOUSEHOLD STATUS~~
LOW INCOME RENTAL HOUSING FUND PROGRESS REPORT

Oregon

Name of Household _____ Internal Case # _____

Agency Reviewing _____ Telephone Number _____

Person Reviewing _____ Date of Review _____

HOUSING AND COMMUNITY SERVICES DEPARTMENT

1. How much time has passed since the LIRHF grant terminated? __yrs. __ mos.

2. Has your agency maintained a client relationship or other contact with this household since the LIRHF grant terminated? __ yes __ no Please explain. _____

3. Has the household been able to sustain the same or an alternate rental unit on its own since the grant term expired? __ yes __ no __ don't know

   (a) **If yes,** was this with no help? __ yes __ no With the help of Section 8? __ yes __ no With the help of some other form of rental assistance? __ yes __ no Please describe. _____

   (b) **If no or don't know, why not?** _____

4. What is the household's current:

   (a) Address and telephone number? _____

   (b) Projected gross household income for next 12 months based on current level of household income not including employment of minors? $_____

   (c) Monthly __ rent or __ purchase payment $ _____ **(check one)**

5. Does the household contain the same group members it had when it received the grant? ___ yes ___ no If no, please explain. _____

6. How has the LIRHF grant benefited this household in the long run?

7. Other Comments:

Barbara Roberts
Governor

1600 State Street
Salem, OR 97310-0161
(503) 378-4343
FAX (503) 378-3465

EQUAL HOUSING OPPORTUNITY

ATTACHMENT H

Oregon

HOUSING AND COMMUNITY SERVICES DEPARTMENT

REPORTING CHART FOR LPP ACCOUNTING INFORMATION

Reporting entity_____ Reporting date _____

Contact person_____ Telephone number _____

Total Fund grants to LPP $_____ + Interest $_____ = $_____

GRANT PAYMENTS:

RECIPIENT NAME	RENT MONTH	DATE ISSUED	CHECK AMOUNT	STILL TO PAY

-- Please detail this information on **Attachment 1**

and enter totals below --

TOTAL = $_____ + $_____

TOTAL GRANT PAYMENT COMMITMENTS = $_____

ADMINISTRATIVE COSTS:

HOUSEHOLD	ENTITY PAID	MONTH	PAYMENT	STILL TO PAY

-- Please detail this information on **Attachment 2**

and enter totals below --

TOTAL = $_____ + $_____

TOTAL ADMINISTRATIVE COMMITMENTS = $_____

TOTAL ADMINISTRATIVE AND GRANT COMMITMENTS = $_____

TOTAL UNCOMMITTED FUNDS BALANCE IN ACCOUNT = $_____

Barbara Roberts
Governor

ACTG-FRM.LPP

1600 State Street
Salem, OR 97310-0161
(503) 378-4343
FAX (503) 378-3465

Attachment 1

REPORTING CHART FOR LPP ACCOUNTING INFORMATION

GRANT PAYMENTS:

RECIPIENT NAME	RENT MONTH	DATE ISSUED	CHECK AMOUNT	STILL TO PAY

TOTAL = $_____ + $_____

TOTAL GRANT PAYMENT COMMITMENTS = $_____

Attachment 2

REPORTING CHART FOR LPP ACCOUNTING INFORMATION

ADMINISTRATIVE COSTS:

HOUSEHOLD	ENTITY PAID	MONTH	PAYMENT	STILL TO PAY

TOTAL = $_____ + $_____

TOTAL ADMINISTRATIVE COMMITMENTS = $_____

MEETING DATE: JAN 19 1995

AGENDA NO: C-3

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Amendment #1 with University Hospital

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 Minutes

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: _____ DIVISION Community and Family Services

CONTACT: Carolynne Webber TELEPHONE #: 248-3691 x2583
BLDG/ROOM #: 161/200

PERSON(S) MAKING PRESENTATION: Lolenzo Poe/Susan Clark

ACTION REQUESTED:

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

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

Approval of the attached amendment #1 to an Intergovernmental Agreement between the Multnomah County Community and Family Services Division's Child and Adolescent Mental Health Program (CAMHP) and University Hospital. This amendment passes on recent State action authorizing Psychological and Psychiatric Evaluations to defined by and reimbursable under Medicaid rates.

1/20/95 ORIGINALS TO CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER/DIVISION DIRECTOR: Lolenzo Poe mas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Question: Call the Office of the Board Clerk 248-5222

(WPDOC) 6/93

BOARD OF COUNTY COMMISSIONERS
1995 JAN 11 PM 1:37
MULTNOMAH COUNTY OREGON

MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

M E M O R A N D U M

TO: Board of County Commissioners

FROM: Lolenzo T. Poe, Jr., Director
Children and Families Services Division

DATE: December 21, 1994

REQUESTED PLACEMENT DATE:

RE: Approval of Amendment #1 with University Hospital

I. Action Requested:

The Community and Family Services Division, Child and Adolescent Mental Health Program requests approval of Amendment #1 with University Hospital.

II. Background/Analysis:

Amendment #1 authorizes Psychological Evaluations and Psychiatric Evaluations for children and adolescents to be categorized as Outpatient Services and will be defined by and reimbursable under Medicaid rates per recent State and Medicaid action.

III. Financial Impact:

These services have previously been funded via the Partners Program and will now be funded via Medicaid.

IV. Legal Issues:
N/A

V. Controversial Issues:
N/A

VI. Link to Current County Policies:

This agreement continues needed mental health services for eligible Multnomah County residents.

VII. Citizen Participation:
N/A

VIII. Other Government Participation:

N/A

MULTNOMAH COUNTY
CONTRACT APPROVAL FORM
(See Administrative Procedures CON-1)

Contract # 101655

Amendment # 1

CLASS I	CLASS II	CLASS III
[ ] Professional Services under $25,000	[ ] Professional Services over $25,000 (RFP, Exemption) [ ] PCRB Contract [ ] Maintenance Agreement [ ] Licensing Agreement [ ] Construction [ ] Grant [ ] Revenue	[X] Intergovernmental Agreement [ ] Intergovernmental Revenue Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-3 DATE 1/19/95 DEB BOGSTAD BOARD CLERK

Department: _____ Division: COMMUNITY & FAMILY SERVICES Date: DECEMBER 7, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200

Description of Contract: Amendment #1 changes Psychological and Psychiatric Evaluations payment rate to "Per Fee Schedule" per new Medicaid guidelines.

RFP/BID #: N/A IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is [ ]MBE [ ]WBE [ ]QRF

Contractor Name: UNIVERSITY HOSPITAL - OP331	
Mailing Address: 3181 SW SAM JACKSON PARK RD PORTLAND OR 97201	Remittance Address (if different) _____
Phone: 494-8548	
Employer ID# or SS#: 93-6001786W	Payment Schedule / Terms
Effective Date: UPON EXECUTION	[ ]Lump Sum $_____ [ ]Due on Receipt
Termination Date: JUNE 30, 1995	[X]Monthly $ ALLOTMENT [ ]Net 30
Original Contract Amount: $ REQUIREMENTS	[X]Other $ FEE FOR SERVICE [ ]Other
Total Amt of Previous Amendments: $_____	[ ]Requirements contract - Requisition Required
Amount of Amendment: $ 0	Purchase Order No. _____
Total Amount of Agreement: $ REQUIREMENTS	[ ]Requirements Not to Exceed $ Funds Available Encumber: Yes[ ] No[x]

REQUIRED SIGNATURES:

Department Manager: Lorenzo Lee MD Date: 1/4/95

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: Katie Daily Date: 1/6/95

County Chair/Sheriff: Sharron Kelley Date: January 19, 1995

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: $			
LINE NO.	FUND	AGENCY	ORGANI-ZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01.											

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
Contract Number 101655, Amendment #1

TERM OF CONTRACT: From Upon Execution To: June 30, 1995
CONTRACTOR NAME: UNIVERSITY HOSPITAL TELEPHONE: 494-8548
CONTRACTOR ADDRESS: 3181 SW Sam Jackson Park Rd, OP331 IRS NUMBER:93-6001786W
Portland, Oregon 97201

This amendment is to that certain contract dated July 1, 1994, between the Multnomah County Community and Family Services Division, referred to as the "COUNTY" and University Hospital, referred to as the "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I: SERVICES THROUGH COUNTY BILLING

Service	Current Units	Change	Revised Units	Unit Rate	Current Funds	Change	Revised County Funds
FEE FOR SERVICE:							
CHILDREN'S MENTAL HEALTH AND YOUTH PROGRAM							
Special Proj. Partners/MH37	Req.	0	Req.			Req.	Req.
Psychiatric Evaluations				*** Per Fee Sched.			
Psychological Evaluations				*** Per Fee Sched.			
Outpatient Services				Per Fee Sched.			
Medical Evaluations				$208 max per eval.			

*** These services are now reimbursable under Medicaid, therefore, rates change from $260 and $406 per evaluation to "Per Fee Schedule" in Program Instruction according to Medicaid guidelines.

II. SERVICES THROUGH STATE BILLING

Service	Current Units	Change	Revised Units	Unit Rate	Current Funds	Change	Revised Medicaid Funds
Dept of Child Psych./Child and Adolescent MH22	0	0	0	n/a	Req.	0	Req.

PART III: AMENDMENT NARRATIVE

Amendment #1: Psychiatric Evaluations and Psychological Evaluations will now be categorized as Outpatient Services and will be defined using the same definitions, place of service and reimbursement rates as listed in the latest version of Medicaid Rehabilitative Services Procedure Codes and Reimbursement Rates per OAR 309-16-000 through 130. This amendment changes the previous rates of $260 and $406 maximum per evaluation to "Per Fee Schedule" to be consistent with Medicaid rates.

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

BY Lolenzo Poe, Jr. 1/4/95
Lolenzo T. Poe, Jr., Director Date
Community and Family Services Division

BY Sharron Kelley 1/19/95
for Beverly Stein, Date
Multnomah County Chair

REVIEWED:
LAURENCE KRESSEL, County Counsel for
Multnomah County, Oregon

By Katie Gaetjens 1/6/95
Katie Gaetjens Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 1/19/95
DEB BOGSTAD
BOARD CLERK

CONTRACTOR: UNIVERSITY HOSPITAL

BY _____ _____
Authorized Agency Signer Date

BY _____ _____
Authorized Agency Signer Date

MEETING DATE: JAN 19 1995

AGENDA NO: C-4

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Amendment #1 with Oregon Health Sciences University

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 Minutes

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: _____ DIVISION Community and Family Services

CONTACT: Carolynne Webber TELEPHONE #: 248-3691 x2583
BLDG/ROOM #: 161/200

PERSON(S) MAKING PRESENTATION: Lolenzo Poe/Susan Clark

ACTION REQUESTED:

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

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

Approval of the attached amendment #1 to an Intergovernmental Agreement between the Multnomah County Community and Family Services Division's Child and Adolescent Mental Health Program (CAMHP) and Oregon Health Sciences University. This amendment passes on recent State action authorizing Psychological and Psychiatric Evaluations to defined by and reimbursable under Medicaid rates.

1/20/95 ORIGINALS TO CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER/DIVISION DIRECTOR: Lolenzo Poe mas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Question: Call the Office of the Board Clerk 248-5222

(WPDOC) 6/93

1995 JAN 11 PM 1:36
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

M E M O R A N D U M

TO: Board of County Commissioners

FROM: Lolenzo T. Poe, Jr., Director
Children and Families Services Division

DATE: December 21, 1994

REQUESTED PLACEMENT DATE:

RE: Approval of Amendment #1 with Oregon Health Sciences University

---

I. Action Requested:

The Community and Family Services Division, Child and Adolescent Mental Health Program requests approval of Amendment #1 with Oregon Health Sciences University.

II. Background/Analysis:

Amendment #1 authorizes Psychological Evaluations for children and adolescents to be categorized as Outpatient Services and will be defined by and reimbursable under Medicaid rates per recent State and Medicaid action.

III. Financial Impact:

This service had previously been funded via the Partners Program and will now be funded via Medicaid.

IV. Legal Issues:
N/A

V. Controversial Issues:
N/A

VI. Link to Current County Policies:

This agreement continues needed mental health services for eligible Multnomah County residents.

VII. Citizen Participation:
N/A

VIII. Other Government Participation:

N/A

MULTNOMAH COUNTY
CONTRACT APPROVAL FORM
(See Administrative Procedures CON-1)

Contract # 101735

Amendment # 1

CLASS I	CLASS II	CLASS III
[ ] Professional Services under $25,000	[ ] Professional Services over $25,000 (RFP, Exemption) [ ] PCRB Contract [ ] Maintenance Agreement [ ] Licensing Agreement [ ] Construction [ ] Grant [ ] Revenue	[X] Intergovernmental Agreement [ ] Intergovernmental Revenue Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-4 DATE 1/19/95 DEB BOGSTAD BOARD CLERK

Department: _____ Division: COMMUNITY & FAMILY SERVICES Date: DECEMBER 7, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200

Description of Contract: Amendment #1 changes Psychological Evaluations payment rate to "Per Fee Schedule" per new Medicaid guidelines.

RFP/BID #: N/A IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is [ ]MBE [ ]WBE [ ]QRF

Contractor Name: OREGON HEALTH SCIENCES UNIVERSITY

Mailing Address: 3181 SW SAM JACKSON PARK RD
PORTLAND OR 97201

Phone: 494-4854

Employer ID# or SS#: 93-6001786W

Effective Date: UPON EXECUTION

Termination Date: JUNE 30, 1995

Original Contract Amount: $ 80,909+REQUIREMENTS

Total Amt of Previous Amendments: $ _____

Amount of Amendment: $ 0

Total Amount of Agreement: $ 80,909+Requirements

Remittance Address (if different) _____

Payment Schedule / Terms

[ ]Lump Sum $ _____ [ ]Due on Receipt

[X]Monthly $ ALLOTMENT [ ]Net 30

[X]Other $ FEE FOR SERVICE [ ]Other

[ ]Requirements contract - Requisition Required
Purchase Order No. _____

[x]Requirements Not to Exceed $ Funds Available
Encumber: Yes[ ] No[x]

REQUIRED SIGNATURES:
Department Manager: Lolenzo Poe Mas Date: 1/4/95

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: Katie Gaetjen Date: 1/6/95

County Chair/Sheriff: Sharron Kelley Date: January 19, 1995

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

VENDOR CODE _____ VENDOR NAME _____ TOTAL AMOUNT: $ _____

LINE NO.	FUND	AGENCY	ORGANI-ZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01.											

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
Contract Number 101735, Amendment #1

TERM OF CONTRACT:	From Upon Execution	To: June 30, 1995
CONTRACTOR NAME:	OREGON HEALTH SCIENCES UNIVERSITY	TELEPHONE: (503)494-4854
CONTRACTOR ADDRESS:	3181 SW Sam Jackson Park Rd. Portland, Oregon 97201	IRS NUMBER: 93-6001786W MEDICAID #:

This amendment is to that certain contract dated July 1, 1994, between the Multnomah County Community and Family Services Division, referred to as the "COUNTY" and Oregon Health Sciences University, referred to as the "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I: SERVICES THROUGH COUNTY BILLING

Service	Current Units	Change	Revised Units	Unit Rate	Current Funds	Change	Revised County Funds
MONTHLY ALLOTMENT-Service Capacity Adult Mental Health							
IPP Non-Res. Adult/MHS20	0	0	0	n/a	$66,345	0	$66,345
CTS/AA MHS20	0	0	0	n/a	$14,564	0	$14,564
				Previous Total	$80,909		
				Total Changes		0	
				Revised Total			$80,909
FEE FOR SERVICE: Children's Mental Health and Youth Program-Partners Project							
Special Project-MHS37 Day Treatment	Req.	0	Req.	$120 Per Day of Svc. Enroll	Req.	0	Req.
School of Nursing/ Outpatient	Req.	0	Req.	Per Fee Sch.	Req.	0	Req.
School of Nursing/ Psychological Evaluations	Req.	0	Req.***	Per Fee Sch.	Req.	0	Req.
School of Nursing/ Psychiatric Consultation	Req.	0	Req.	$75 Per	Req.	0	Req.

*** These services are now reimbursable under Medicaid, therefore, rates change from $390 per evaluation to "Per Fee Schedule" according to Medicaid guidelines.

PART II. SERVICES THROUGH STATE BILLING

a. MEDICAID ALLOCATION

Service	Service Element	Units	Change	Allocation
School of Nursing/ Child & Adolesc.	MHS22	0	0	Requirements
IPP Child & Adolesc.	MHS20	0	0	Requirements
IPP Non-Resid. Adult	MHS20	0	0	$254,070
				$254,070

PART III. AMENDMENT NARRATIVE

Amendment #1: Psychological Evaluations will now be categorized as Outpatient Services and will be defined using the same definitions, place of service and reimbursement rates as listed in the latest version of Medicaid Rehabilitative Services Procedure Codes and Reimbursement Rates per OAR 309-16-000 through 130. This amendment changes the previous rate of $390 maximum per evaluation to "Per Fee Schedule" to be consistent with Medicaid rates.

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

BY Lolenzo Poe pvs 1/4/95
Lolenzo T. Poe, Jr., Director Date
Community and Family Services Division

BY Sharron Kelley 1/19/95
for Beverly Stein, Date
Multnomah County Chair

REVIEWED:
LAURENCE KRESSEL, County Counsel for
Multnomah County, Oregon

By Katie Gaetjens 1/6/95
Katie Gaetjens Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 1/19/95
DEB BOGSTAD
BOARD CLERK

OREGON HEALTH SCIENCES UNIVERSITY

BY _____ _____
Authorized Agency Signer Date

BY _____ _____
Authorized Agency Signer Date

MEETING DATE: JAN 1 9 1995

AGENDA NO: C-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Rewritten Contract to former owner.

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: Rich Payne

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 a Rewritten Contract #15244R2 to former owners, William & Dorothy Jelinek.

Rewritten Contract #15244R2 and Board Orders attached.

1/20/95 copy order & original contract to Tax Title

SIGNATURES REQUIRED:

ELECTRED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Janice M. Dow — Rich Payne

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF COMMISSIONERS
OAKLAND COUNTY
1995 JAN 23 AM 9:57
OAKLAND COUNTY
CLERK

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract for the)
Sale of Certain Real Property to) ORDER _____
)
WILLIAM & DOROTHY JELINEK)

Whereas, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and whereas, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $4,960.75, which amount is not less than that required by ORS 275.180, and whereas it is in the best interest of Multnomah County to accept said application and sell said property to said former owner for said amount.

NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby enters into a contract with WILLIAM & DOROTHY JELINEK for the sale of the following described real property situated in the County of Multnomah, State of Oregon, as described in the attached real estate purchase contract, and

GRAYBROOK ADD
LOTS 5 & 6, BLOCK 1

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner execute the attached real estate purchase contract, and

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner is authorized to execute a deed conveying title of said property to said buyer upon successful completion of all provisions of the contract.

Approved this _____ day of _____, 1995.

_____
Beverly Stein, Chair
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

_____
Reviewed By:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of	)	
Contract 15244R2 for the Sale	)	ORDER
of Certain Tax Foreclosed Real	)	95- 9
Property to Former Owners	)	
William and Dorothy Jelinek	)	

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owners thereof have applied to the County to enter into a contract to repurchase said property for the amount of $4,960.75, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owners for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with WILLIAM AND DOROTHY JELINEK for the sale of real property described as GRAYBROOK ADDITION, LOTS 5 & 6, BLOCK 1, in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyers upon successful completion of all provisions of the contract.

DATED this 19th day of January, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

for Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay, Chief Deputy

CONTRACT 15244R2

THIS AGREEMENT, made this 19th day of January ,1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and WILLIAM & DOROTHY JELINEK hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

GRAYBROOK ADD LOTS 5 & 6, BLOCK 1

A. Purchase Price.

Purchaser agrees to pay the sum of $4,960.75, to be paid $0.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $105.42 over a term of 60 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on January 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

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

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

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

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

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

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in

1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

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

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

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

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term

effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a.and C7b. shall survive any termination or cancellation of this agreement for any reason.

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

D. Default

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

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

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

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

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

E. Tax Notice

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

7522 N OMAHA ST PORTLAND OR97217

F. Assignment

No assignment of this agreement is permitted.

G. Conveyance of Title

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

H. Execution Deadline

This contract must be executed by Purchaser on or before December 30, 1994 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

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.

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Sharron Kelley
for Beverly Stein, Chair

REVIEWED:

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

William Jelinek
By Dorothy M. Jelinek
WILLIAM & DOROTHY JELINEK

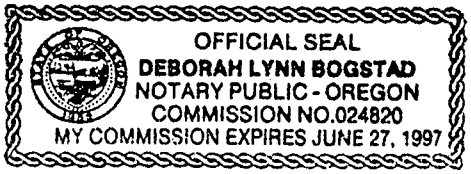
CONTRACT APPROVED:

By K. A. Tuneberg
Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 19th day of January, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad

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

MEETING DATE: JAN 19 1995

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Cancellation of Defaulted Land Sales Contract

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/200/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):

1. Request cancellation of Land Sales Contract #15371 to Audrey Pryce.

2. Purchaser has failed to make the monthly payments as required by contract and has failed to pay 1991/92, thru the 1994/95 real property taxes as required by contract.

3. A newly revised contract has been written replacing the above.
1/20/95 copy ORDER to TAX TITLE

1995 JAN 10 AM 8:59
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Janice M. Druian

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of Land Sale Contract 15371 between Multnomah County, Oregon and AUDREY PRYCE upon Default of Payments and Performance of Covenants	)	ORDER 95-10

Upon advice of the Tax Title Unit of Multnomah County that the contract purchaser, AUDREY PRYCE, by contract dated June 30, 1986, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

ALBINA
LOT 6, BLOCK 20

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of $60.00 since July 15, 1993 for a total of $1,020.00 and that purchaser failed and neglected to pay before delinquency taxes for the years 1991/92, 1992/93, 1993/94, 1994/95 in the amount of $2,857.87 plus interest which were lawfully assessed and levied against said property.

It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes for the years 1991/92, 1992/93, 1993/94, 1994/95 accordance with the provisions of ORS 275.240.

Dated this 19th day of January, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Sharron Kelley
for Beverly Stein, Chair

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

By John L. DuBay
John L. DuBay

MEETING DATE: JAN 19 1995

AGENDA NO: C-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Rewritten Contract to former owner.

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: Rich Payne

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 a Rewritten Contract #15371R to former owner, Audrey Pryce.

Rewritten Contract #15371R and Board Orders attached.

1/20/95 copy order & original contract to tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Joanne M Denison Rich Payne

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6793

95 JAN 10 AM 9:58

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract for the Sale of Certain Real Property to AUDREY PRYCE) ORDER _____

Whereas, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and whereas, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $4,297.72, which amount is not less than that required by ORS 275.180, and whereas it is in the best interest of Multnomah County to accept said application and sell said property to said former owner for said amount.

NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby enters into a contract with AUDREY PRYCE for the sale of the following described real property situated in the County of Multnomah, State of Oregon, as described in the attached real estate purchase contract, and

ALBINA
LOT 6, BLOCK 20

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner execute the attached real estate purchase contract, and

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner is authorized to execute a deed conveying title of said property to said buyer upon successful completion of all provisions of the contract.

Approved this _____ day of _____, 1995.

Beverly Stein, Chair
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of Contract 15371R for the Sale of Certain Tax Foreclosed Real Property to Former Owner Audrey M. Pryce	)))))	ORDER 95-11

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $4,297.72, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owner for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with AUDREY M. PRYCE for the sale of real property described as ALBINA, LOT 6, BLOCK 20, in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyer upon successful completion of all provisions of the contract.

DATED this 19th day of January, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

for Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay, Chief Deputy

CONTRACT 15371R

THIS AGREEMENT, made this 19th day of January ,1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and AUDREY PRYCE hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

ALBINA LOT 6, BLOCK 20

A. Purchase Price.

Purchaser agrees to pay the sum of $4,297.72, to be paid $0.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $46.20 over a term of 180 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on January 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

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

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

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

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

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

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in

1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

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

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

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

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term

effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a.and C7b. shall survive any termination or cancellation of this agreement for any reason.

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

D. Default

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

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

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

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

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

E. Tax Notice

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

216 NE TILLAMOOK PORTLAND, OR 97212

F. Assignment

No assignment of this agreement is permitted.

G. Conveyance of Title

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

H. Execution Deadline

This contract must be executed by Purchaser on or before December 30, 1994 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

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.

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Sharron Kelley
for Beverly Stein, Chair

By Audrey M. Price
AUDREY PRICE

BOARD OF COUNTY COMMISSIONERS OF MULTNOMAH COUNTY OREGON SEAL SIC VOLAT PRO RATIONE

REVIEWED:

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

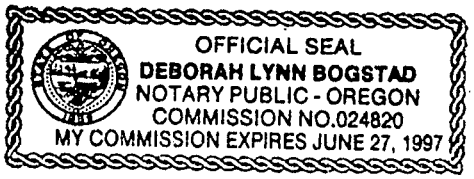
CONTRACT APPROVED:

By K. A. Junberg
Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 19th day of January, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad

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

MEETING DATE: JAN 19 1995

AGENDA NO: C-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Cancellation of Defaulted Land Sales Contract

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/200/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):

1. Request cancellation of Land Sales Contract #15376R to Pamela A. Porter.

2. Purchaser has failed to make the monthly payments as required by contract and has failed to pay 1990/91, thru the 1994/95 real property taxes as required by contract.

3. A newly revised contract has been written replacing the above
1/20/95 copy order to tax title

1995 JAN 10 AM 8:35
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of Land Sale Contract 15376R between Multnomah County, Oregon and PAMELA A. PORTER upon Default of Payments and Performance of Covenants	)	ORDER 95-12

Upon advice of the Tax Title Unit of Multnomah County that the contract purchaser, PAMELA A. PORTER, by contract dated November 28, 1989, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

SOUTHERN PORTLAND
N 53.5' OF E 6' OF LOT 3, BLOCK 16 EXC S 46.5' OF W 6.9', LOT 5, BLOCK 16

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of $156.27 since August 15, 1993 for a total of $2,655.91 and that purchaser failed and neglected to pay before delinquency taxes for the years 1990/91, 1991/92, 1992/93, 1993/94, 1994/95 in the amount of $11,617.31 plus interest which were lawfully assessed and levied against said property.

It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes for the years 1990/91, 1991/92, 1992/93, 1993/94, 1994/95 accordance with the provisions of ORS 275.240.

Dated this 19th day of January, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Sharron Kelley
for Beverly Stein, Chair

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

By John L. DuBay
John L. DuBay

MEETING DATE: JAN 1 9 1995

AGENDA NO: C-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Rewritten Contract to former owner.

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: Rich Payne

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 a Rewritten Contract #15376R1 to former owner, Pamela A. Porter.

Rewritten Contract #15376R1 and Board Orders attached.

1/20/95 Copy order & original contract to Tax Title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Jamie M. Dorn Rich Payne

1995 JAN 10 AM 8:58
PAUL THOMAS JR. COUNTY CLERK
MULTNOMAH COUNTY OREGON
BOARD OF COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract for the Sale of Certain Real Property to PAMELA A. PORTER) ORDER _____

Whereas, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and whereas, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $30,327.18, which amount is not less than that required by ORS 275.180, and whereas it is in the best interest of Multnomah County to accept said application and sell said property to said former owner for said amount.

NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby enters into a contract with PAMELA A. PORTER for the sale of the following described real property situated in the County of Multnomah, State of Oregon, as described in the attached real estate purchase contract, and

SOUTHERN PORTLAND
N 53.5' OF E 6' OF LOT 3, BLOCK 16 EXC S 46.5' OF W 6.9', LOT 5, BLOCK 16

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner execute the attached real estate purchase contract, and

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner is authorized to execute a deed conveying title of said property to said buyer upon successful completion of all provisions of the contract.

Approved this _____ day of _____, 1995.

Beverly Stein, Chair
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of Contract 15376R1 for the Sale of Certain Tax Foreclosed Real Property to Former Owner Pamela A. Porter	)))))	ORDER 95-13

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $30,327.18, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owner for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with PAMELA A. PORTER for the sale of real property described as SOUTHERN PORTLAND, N. 53.5' OF E. 6' OF LOT 3, BLOCK 16, EXC. S. 46.5' OF W. 6.9', LOT 5, BLOCK 16, in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyer upon successful completion of all provisions of the contract.

DATED this 19th day of January, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

for Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay, Chief Deputy

CONTRACT 15376R1

THIS AGREEMENT, made this 19th day of January ,1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and PAMELA A. PORTER hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

SOUTHERN PORTLAND N 53.5' OF E 6' OF LOT 3, BLOCK 16 EXC S 46.5' OF W 6.9', LOT 5, BLOCK 16

A. Purchase Price.

Purchaser agrees to pay the sum of $30,327.18, to be paid $2,650.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $297.53 over a term of 180 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on January 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

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

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

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

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

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

3. Purchaser will not use or permit others to use any of the

property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

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

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

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

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not

potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a.and C7b. shall survive any termination or cancellation of this agreement for any reason.

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

D. Default

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

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

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

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

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

E. Tax Notice

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

0524 SW TEXAS ST PORTLAND, OR 97219

F. Assignment

No assignment of this agreement is permitted.

G. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser

the title to the aforesaid property by Bargain & Sale Deed.

H. Execution Deadline

This contract must be executed by Purchaser on or before December 20, 1994 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

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.

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Sharron Kelley
for Beverly Stein, Chair

By Pamela A. Porter
PAMELA A. PORTER

REVIEWED:

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

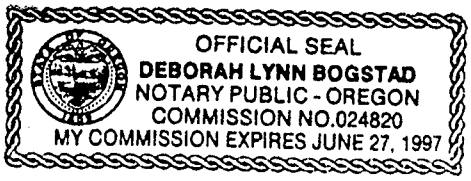
CONTRACT APPROVED:

By
Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 19th day of January, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad

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

MEETING DATE: JAN 19 1995

AGENDA NO: C-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Rewritten Contract to former owner.

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: Rich Payne

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 a Rewritten contract to former owner.

Rewritten Contract #15435R and Board Orders attached.
1/20/95 copy order & original contract to tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Robert Ellis Rich Payne

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1995 JAN 10 AM 9:10
MULTNOMAH COUNTY
OREGON
6/93
BOARD OF
COUNTY COMMISSIONERS

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract for the Sale of Certain Real Property to CARRIE L. HOLLIDAY) ORDER _____

Whereas, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and whereas, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $5,736.82, which amount is not less than that required by ORS 275.180, and whereas it is in the best interest of Multnomah County to accept said application and sell said property to said former owner for said amount.

NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby enters into a contract with CARRIE L. HOLLIDAY for the sale of the following described real property situated in the County of Multnomah, State of Oregon, as described in the attached real estate purchase contract, and

RIVERVIEW SUB
LOT 12, BLOCK 2

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner execute the attached real estate purchase contract, and

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner is authorized to execute a deed conveying title of said property to said buyer upon successful completion of all provisions of the contract.

Approved this _____ day of _____, 1995.

Beverly Stein, Chair
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of	)	
Contract 15435R for the Sale	)	ORDER
of Certain Tax Foreclosed Real	)	95-14
Property to Former Owner	)	
Carrie L. Holliday	)	

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $5,736.82, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owner for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with CARRIE L. HOLLIDAY for the sale of real property described as RIVERVIEW SUB., LOT 12, BLOCK 2, in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyer upon successful completion of all provisions of the contract.

DATED this 19th day of January, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Sharron Kelley
for Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay
John L. DuBay, Chief Deputy

CONTRACT 15435R

THIS AGREEMENT, made this 19th day of January ,1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and CARRIE L. HOLLIDAY hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

RIVERVIEW SUB LOT 12, BLOCK 2

A. Purchase Price.

Purchaser agrees to pay the sum of $5,736.82, to be paid $553.49 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $68.52 over a term of 120 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on January 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

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

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

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

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

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

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in

1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

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

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

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

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term

effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a.and C7b. shall survive any termination or cancellation of this agreement for any reason.

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

D. Default

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

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

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

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

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

E. Tax Notice

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

522 N IVY ST PORTLAND OR 97212

F. Assignment

No assignment of this agreement is permitted.

G. Conveyance of Title

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

H. Execution Deadline

This contract must be executed by Purchaser on or before December 23, 1994 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

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.

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Sharron Kelley
for Beverly Stein, Chair

By Carrie L. Holliday
CARRIE L. HOLLIDAY

REVIEWED:

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

CONTRACT APPROVED:

By
Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 19th day of January, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Vice-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.

OFFICIAL SEAL
DEBORAH LYNN BOGSTAD
NOTARY PUBLIC - OREGON
COMMISSION NO.024820
MY COMMISSION EXPIRES JUNE 27, 1997

Deborah Lynn Bogstad

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

MEETING DATE: JAN 19 1995

AGENDA NO: C-11

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract 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 Contract to former owner.

Contract #15767 and Board Orders attached.

1/20/95 Copy order & original contract to Tax Title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Robert Ellis Dan Payne

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1995 JAN 20 AM 9:10
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS
6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract for the Sale of Certain Real Property to CHARLES R. BARROW) ORDER _____

Whereas, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and whereas, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $17,361.88, which amount is not less than that required by ORS 275.180, and whereas it is in the best interest of Multnomah County to accept said application and sell said property to said former owner for said amount.

NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby enters into a contract with CHARLES R. BARROW for the sale of the following described real property situated in the County of Multnomah, State of Oregon, as described in the attached real estate purchase contract, and

ST JOHNS HEIGHTS & SUB
NELY 68.5' OF WLY 90' OF WLY 1/2 OF LOT K

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner execute the attached real estate purchase contract, and

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner is authorized to execute a deed conveying title of said property to said buyer upon successful completion of all provisions of the contract.

Approved this _____ day of _____, 1995.

Beverly Stein, Chair
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of Contract 15767 for the Sale of Certain Tax Foreclosed Real Property to Former Owner Charles R. Barrow	)))))	ORDER 95-15

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $17,361.88, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owner for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with CHARLES R. BARROW for the sale of real property described as ST. JOHNS HEIGHTS & SUB., NELY 68.5' OF WLY. 90' OF WLY. 1/2 OF LOT K, in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyer upon successful completion of all provisions of the contract.

DATED this 19th day of January, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Sharron Kelley
for Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay
John L. DuBay, Chief Deputy

CONTRACT 15767

THIS AGREEMENT, made this 19th day of January ,1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and CHARLES R. BARROW hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

ST JOHNS HEIGHTS & SUB NELY 68.5' OF WLY 90' OF WLY 1/2 OF LOT K

A. Purchase Price.

Purchaser agrees to pay the sum of $17,361.88, to be paid $1,300.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $172.67 over a term of 180 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on January 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

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

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

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

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

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

3. Purchaser will not use or permit others to use any of the

property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

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

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

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

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not

potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a.and C7b. shall survive any termination or cancellation of this agreement for any reason.

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

D. Default

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

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

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

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

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

E. Tax Notice

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

7248 N TYLER AVE PORTLAND, OR 97203

F. Assignment

No assignment of this agreement is permitted.

G. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser

the title to the aforesaid property by Bargain & Sale Deed.

H. Execution Deadline

This contract must be executed by Purchaser on or before December 27, 1994 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

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.

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
for Beverly Stein, Chair

By _____
CHARLES R. BARROW

REVIEWED:

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

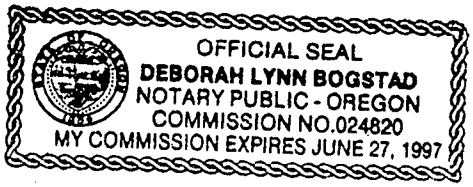
CONTRACT APPROVED:

By _____
Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 19th day of January, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad

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

MEETING DATE: JAN 1 9 1995

AGENDA NO: C-12

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract 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 Contract to former owner.

Contract #15771 and Board Orders attached.

1/20/95 copy order & original contract to tax title

BOARD OF COUNTY COMMISSIONERS
1995 JAN 10 AM 8 57
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTRONIC OFFICIAL: _____

OR

DEPARTMENT MANAGER: Janice M. Druian

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract for the)
Sale of Certain Real Property to) ORDER _____
)
MARGARET LEWIS)

Whereas, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and whereas, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $6,299.21, which amount is not less than that required by ORS 275.180, and whereas it is in the best interest of Multnomah County to accept said application and sell said property to said former owner for said amount.

NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby enters into a contract with MARGARET LEWIS for the sale of the following described real property situated in the County of Multnomah, State of Oregon, as described in the attached real estate purchase contract, and

CLIFFORD ADD
N 37.5' OF LOT 3, BLOCK 19

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner execute the attached real estate purchase contract, and

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner is authorized to execute a deed conveying title of said property to said buyer upon successful completion of all provisions of the contract.

Approved this _____ day of _____, 1994.

_____
Beverly Stein, Chair
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

_____
Reviewed By:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of	)	
Contract 15771 for the Sale	)	ORDER
of Certain Tax Foreclosed Real	)	95-16
Property to Former Owner	)	
Margaret Lewis	)	

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $6,299.21, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owner for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with MARGARET LEWIS for the sale of real property described as CLIFFORD ADD., N. 37.5' OF LOT 3, BLOCK 19, in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyer upon successful completion of all provisions of the contract.

DATED this 19th day of January, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Sharron Kelley
for Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay
John L. DuBay, Chief Deputy

CONTRACT 15771

THIS AGREEMENT, made this 19th day of January ,1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and MARGARET LEWIS hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

CLIFFORD ADD N 37.5' OF LOT 3, BLOCK 19

A. Purchase Price.

Purchaser agrees to pay the sum of $6,299.21, to be paid $900.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $58.04 over a term of 120 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on January 15, 1994 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

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

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

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

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

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

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in

1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

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

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

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

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term

effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a.and C7b. shall survive any termination or cancellation of this agreement for any reason.

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

D. Default

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

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

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

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

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

E. Tax Notice

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

4726 N KERBY AV PORTLAND OR 97217

F. Assignment

No assignment of this agreement is permitted.

G. Conveyance of Title

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

H. Execution Deadline

This contract must be executed by Purchaser on or before December 21, 1994 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

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.

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Sharron Kelley
for Beverly Stein, Chair

By Margaret Lewis
MARGARET LEWIS

REVIEWED:

By John L DuBay
for Laurence Kressel, County Counsel
for Multnomah County, Oregon

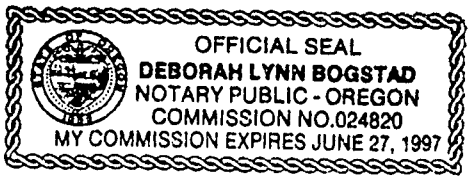
CONTRACT APPROVED:

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

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 19th day of January, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad

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

MEETING DATE: JAN 19 1995

AGENDA NO: C-13

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract 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 Contract to former owner.

Contract #15772 and Board Orders attached.

1/20/95 copy order & original contract to Tax Title

BOARD OF COUNTY COMMISSIONERS
1995 JAN 10 AM 9:58
MULTNOMAH COUNTY OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: James M. Dan Gladys McCoy Dan Payne

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract for the Sale of Certain Real Property to ROBERT H HUNTER) ORDER _____

Whereas, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and whereas, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $22,934.01, which amount is not less than that required by ORS 275.180, and whereas it is in the best interest of Multnomah County to accept said application and sell said property to said former owner for said amount.

NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby enters into a contract with ROBERT H HUNTER for the sale of the following described real property situated in the County of Multnomah, State of Oregon, as described in the attached real estate purchase contract, and

KILLINGSWORTH GARDENS
LOT 8, BLOCK 3

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner execute the attached real estate purchase contract, and

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner is authorized to execute a deed conveying title of said property to said buyer upon successful completion of all provisions of the contract.

Approved this _____ day of _____, 1994.

_____
Beverly Stein, Chair
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

_____
Reviewed By:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of	)	
Contract 15772 for the Sale	)	ORDER
of Certain Tax Foreclosed Real	)	95-17
Property to Former Owner	)	
Robert H. Hunter	)	

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $22,934.01, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owner for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with ROBERT H. HUNTER for the sale of real property described as KILLINGSWORTH GARDENS, LOT 8, BLOCK 3, in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyer upon successful completion of all provisions of the contract.

DATED this 19th day of January, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

for Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay, Chief Deputy

CONTRACT 15772

THIS AGREEMENT, made this 19th day of January ,1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and ROBERT H HUNTER hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

KILLINGSWORTH GARDENS LOT 8, BLOCK 3

A. Purchase Price.

Purchaser agrees to pay the sum of $22,934.01, to be paid $240.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $219.22 over a term of 240 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on January 15, 1994 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

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

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

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

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

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

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in

1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

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

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

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

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term

effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a.and C7b. shall survive any termination or cancellation of this agreement for any reason.

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

D. Default

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

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

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

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

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

E. Tax Notice

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

5220 N AINSWORTH ST PORTLAND OR 97218

F. Assignment

No assignment of this agreement is permitted.

G. Conveyance of Title

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

H. Execution Deadline

This contract must be executed by Purchaser on or before December 19, 1994 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

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.

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Shannon Kelley
for Beverly Stein, Chair

By Robert H. Hunter
ROBERT H HUNTER

REVIEWED:

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

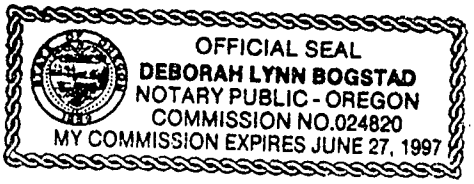
CONTRACT APPROVED:

By
Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 19th day of January, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad

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

MEETING DATE: JAN 1 9 1995

AGENDA NO: C-14

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract 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 Contract to former owner.

Contract #15773 and Board Orders attached.

1/20/95 COPY ORDER & ORIGINAL CONTRACT TO TAX TITLE

BOARD OF COUNTY COMMISSIONERS
1995 JAN 10 AM 9 58
MULTNOMAH COUNTY OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: John M Dimo — Betsy Willis

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract for the Sale of Certain Real Property to M. CAROL BATTLE) ORDER _____

Whereas, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and whereas, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $6,294.25, which amount is not less than that required by ORS 275.180, and whereas it is in the best interest of Multnomah County to accept said application and sell said property to said former owner for said amount.

NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby enters into a contract with M. CAROL BATTLE for the sale of the following described real property situated in the County of Multnomah, State of Oregon, as described in the attached real estate purchase contract, and

ALBINA HOMESTEAD
LOT 13, BLOCK 7

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner execute the attached real estate purchase contract, and

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner is authorized to execute a deed conveying title of said property to said buyer upon successful completion of all provisions of the contract.

Approved this _____ day of _____, 1994.

_____
Beverly Stein, Chair
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

_____
Reviewed By:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of Contract 15773 for the Sale of Certain Tax Foreclosed Real Property to Former Owner M. Carol Battle	)))))	ORDER 95-18

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $6,294.25, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owner for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with M. CAROL BATTLE for the sale of real property described as ALBINA HOMESTEAD, LOT 13, BLOCK 7, in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyer upon successful completion of all provisions of the contract.

DATED this 19th day of January, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Sharron Kelley
for Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay
John L. DuBay, Chief Deputy

CONTRACT 15773

THIS AGREEMENT, made this 19th day of January ,1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and M. CAROL BATTLE hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

ALBINA HOMESTEAD LOT 13, BLOCK 7

A. Purchase Price.

Purchaser agrees to pay the sum of $6,294.25, to be paid $629.43 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $74.89 over a term of 120 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on January 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

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

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

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

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

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

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in

1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

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

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

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

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term

effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a.and C7b. shall survive any termination or cancellation of this agreement for any reason.

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

D. Default

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

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

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

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

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

E. Tax Notice

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

4048 NE MALLORY AV PORTLAND OR 97212

F. Assignment

No assignment of this agreement is permitted.

G. Conveyance of Title

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

H. Execution Deadline

This contract must be executed by Purchaser on or before December 15, ___, 1994 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

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.

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Sharron Kelley
for Beverly Stein, Chair

By M. Carol Battle
M. CAROL BATTLE

REVIEWED:

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

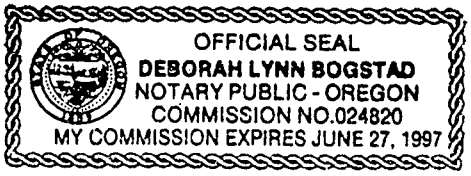
CONTRACT APPROVED:

By K. A. Juneberg
Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 19th day of January, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Vice-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 Boárd of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad

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

MEETING DATE: JAN 1 9 1995

AGENDA NO: C-15

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract 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 Contract to former owner.

Contract #15774 and Board Orders attached.

1/20/95 Copy order & original contract to Tax Title

1995 JAN 10 AM 9:10
MULTNOMAH COUNTY OREGON
BOARD OF COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Robert Ellis C. A. Payne

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract for the Sale of Certain Real Property to SUSAN N. OLIVER) ORDER _____

Whereas, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and whereas, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $12,938.19, which amount is not less than that required by ORS 275.180, and whereas it is in the best interest of Multnomah County to accept said application and sell said property to said former owner for said amount.

NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby enters into a contract with SUSAN N. OLIVER for the sale of the following described real property situated in the County of Multnomah, State of Oregon, as described in the attached real estate purchase contract, and

BERNARD
E 1/2 OF LOT 7 & 8

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner execute the attached real estate purchase contract, and

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner is authorized to execute a deed conveying title of said property to said buyer upon successful completion of all provisions of the contract.

Approved this _____ day of _____, 1995.

Beverly Stein, Chair
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of	)	
Contract 15774 for the Sale	)	ORDER
of Certain Tax Foreclosed Real	)	95- 19
Property to Former Owner	)	
Susan N. Oliver	)	

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $12,938.19, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owner for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with SUSAN N. OLIVER for the sale of real property described as BERNARD, E. 1/2 OF LOT 7 & 8, in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyer upon successful completion of all provisions of the contract.

DATED this 19th day of January, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Sharron Kelley
for Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay, Chief Deputy

CONTRACT 15774

THIS AGREEMENT, made this 19th day of January ,1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and SUSAN N. OLIVER hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

BERNARD E 1/2 OF LOT 7 & 8

A. Purchase Price.

Purchaser agrees to pay the sum of $12,938.19, to be paid $1,293.82 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $112.48 over a term of 240 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on January 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

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

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

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

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

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

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in

1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

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

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

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

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term

effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a.and C7b. shall survive any termination or cancellation of this agreement for any reason.

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

D. Default

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

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

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

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

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

E. Tax Notice

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

2025 N SARATOGA ST PORTLAND OR 97217

F. Assignment

No assignment of this agreement is permitted.

G. Conveyance of Title

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

H. Execution Deadline

This contract must be executed by Purchaser on or before December 27, 1994 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

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.

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
for Beverly Stein, Chair

By _____
SUSAN N. OLIVER

REVIEWED:

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

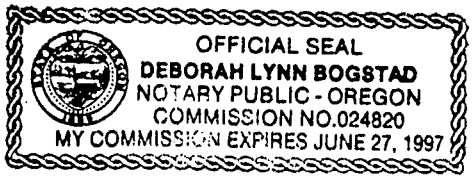
CONTRACT APPROVED:

By _____
Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 19th day of January, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad

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

MEETING DATE: JAN 19 1995

AGENDA NO: C-16

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract 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 Contract to former owner.

Contract #15775 and Board Orders attached.

1/20/95 copy ORDER & ORIGINAL CONTRACT TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: James M. Dunn

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JAN 10 AM 9:57

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract for the)
Sale of Certain Real Property to) ORDER _____
)
CLYDE D & CAROL M TOMASINI)

Whereas, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and whereas, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $24,936.04, which amount is not less than that required by ORS 275.180, and whereas it is in the best interest of Multnomah County to accept said application and sell said property to said former owner for said amount.

NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby enters into a contract with CLYDE D & CAROL M TOMASINI for the sale of the following described real property situated in the County of Multnomah, State of Oregon, as described in the attached real estate purchase contract, and

PARKROSE & REPLAT
EXC SLY 64' OF E 80' SLY 175' OF LOT A & B, BLOCK 98

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner execute the attached real estate purchase contract, and

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner is authorized to execute a deed conveying title of said property to said buyer upon successful completion of all provisions of the contract.

Approved this _____ day of _____, 1994.

_____
Beverly Stein, Chair
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

_____
Reviewed By:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of Contract 15775 for the Sale of Certain Tax Foreclosed Real Property to Former Owners Clyde D. and Caroline Tomasini	)))))	ORDER 95-20

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owners thereof have applied to the County to enter into a contract to repurchase said property for the amount of $24,936.04, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owners for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with CLYDE D. AND CAROLINE TOMASINI for the sale of real property described as PARKROSE & REPLAT, EXC. SLY. 64' OF E. 80', SLY. 175' OF LOT A & B, BLOCK 98, in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyers upon successful completion of all provisions of the contract.

DATED this 19th day of January, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Sharron Kelley
for Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay, Chief Deputy

CONTRACT 15775

THIS AGREEMENT, made this 19th day of January ,1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and CLYDE D & CAROL M TOMASINI hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

PARKROSE & REPLAT EXC SLY 64' OF E 80' SLY 175' OF LOT A & B, BLOCK 98

A. Purchase Price.

Purchaser agrees to pay the sum of $24,936.04, to be paid $2,493.60 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $340.68 over a term of 120 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on January 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

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

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

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

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

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

3. Purchaser will not use or permit others to use any of the

property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

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

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

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

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not

potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a.and C7b. shall survive any termination or cancellation of this agreement for any reason.

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

D. Default

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

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

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

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

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

E. Tax Notice

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

5025 NE 112TH AVE PORTLAND OR 97220-1004

F. Assignment

No assignment of this agreement is permitted.

G. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser

the title to the aforesaid property by Bargain & Sale Deed.

H. Execution Deadline

This contract must be executed by Purchaser on or before _____, 1994 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

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.

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Sharron Kelley
for Beverly Stein, Chair

By _____
CLYDE D & CAROL M TOMASINI

REVIEWED:

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

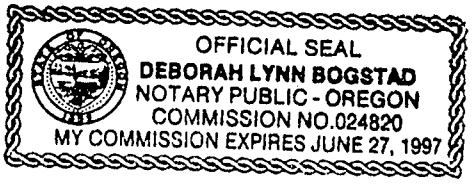
CONTRACT APPROVED:

By _____
Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 19th day of January, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad

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

MEETING DATE: JAN 1 9 1995

AGENDA NO: C-17

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract 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 Contract to former owner.

Contract #15780 and Board Orders attached.

1/20/95 Copy order & original contract to Tax title

BOARD OF COUNTY COMMISSIONERS
1995 JAN 10 AM 9:10
MULTNOMAH COUNTY OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Robert Ellis Dan Payne

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract for the Sale of Certain Real Property to ALEXANDER DIETER) ORDER _____

Whereas, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and whereas, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $7,722.36, which amount is not less than that required by ORS 275.180, and whereas it is in the best interest of Multnomah County to accept said application and sell said property to said former owner for said amount.

NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby enters into a contract with ALEXANDER DIETER for the sale of the following described real property situated in the County of Multnomah, State of Oregon, as described in the attached real estate purchase contract, and

EAST ST JOHNS
LOTS 33 & 34, BLOCK 37

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner execute the attached real estate purchase contract, and

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner is authorized to execute a deed conveying title of said property to said buyer upon successful completion of all provisions of the contract.

Approved this _____ day of _____, 1994.

_____
Beverly Stein, Chair
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

_____
Reviewed By:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of	)	
Contract 15780 for the Sale	)	ORDER
of Certain Tax Foreclosed Real	)	95- 21
Property to Former Owner	)	
Alexander Dieter	)	

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $7,722.36, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owner for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with ALEXANDER DIETER for the sale of real property described as EAST ST. JOHNS, LOTS 33 & 34, BLOCK 37, in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyer upon successful completion of all provisions of the contract.

DATED this 19th day of January, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

for Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay, Chief Deputy

CONTRACT 15780

THIS AGREEMENT, made this 19th day of January ,1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and ALEXANDER DIETER hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

EAST ST JOHNS LOTS 33 & 34, BLOCK 37

A. Purchase Price.

Purchaser agrees to pay the sum of $7,722.36, to be paid $772.24 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $74.71 over a term of 180 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on January 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

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

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

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

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

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

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in

1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

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

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

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

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term

effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a.and C7b. shall survive any termination or cancellation of this agreement for any reason.

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

D. Default

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

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

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

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

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

E. Tax Notice

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

6855 N MEARS ST PORTLAND OR 97203.

F. Assignment

No assignment of this agreement is permitted.

G. Conveyance of Title

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

H. Execution Deadline

This contract must be executed by Purchaser on or before December 23, 1994 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

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.

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Kelley
for Beverly Stein, Chair

By Alexander Dieter
ALEXANDER DIETER

REVIEWED:

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

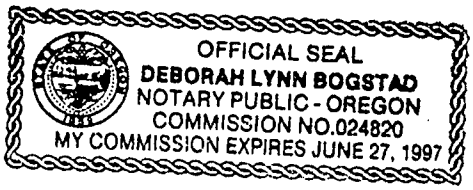
CONTRACT APPROVED:

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

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 19th day of January, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad

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

MEETING DATE: JAN 1 9 1995

AGENDA NO: C-18

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract 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 Contract to former owner.

Contract #15781 and Board Orders attached.

1/20/95 copy ORDER & ORIGINAL CONTRACT TO TAX TITLE

FILED IN THE COUNTY CLERK'S OFFICE MULTNOMAH COUNTY, OREGON 1995 JAN 19 PM 4:59

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Robert Ellis Cliff Payne

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract for the Sale of Certain Real Property to MAHLON K. EVANS JR and BELLE V. EVANS-LE) ORDER _____

Whereas, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and whereas, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $5,276.19, which amount is not less than that required by ORS 275.180, and whereas it is in the best interest of Multnomah County to accept said application and sell said property to said former owners for said amount.

NOW, THEREFORE, it is ORDERED that the Multnomah County Board of County Commissioners hereby enters into a contract with MAHLON K. EVANS JR and BELLE V. EVANS-LE for the sale of the following described real property situated in the County of Multnomah, State of Oregon, as described in the attached real estate purchase contract, and

SECTION 34, 1N 4E
TL #4 24.60 ACRES (AS DESCRIBED IN ATTACHED EXHIBIT A)

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner execute the attached real estate purchase contract, and

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of County Commissioner is authorized to execute a deed conveying title of said property to said buyer upon successful completion of all provisions of the contract.

Approved this _____ day of _____, 1995.

Beverly Stein, Chair
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of Contract 15781 for the Sale of Certain Tax Foreclosed Real Property to Former Owners Mahlon K. Evans, Jr. and Belle V. Evans	)))))	ORDER 95-22

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owners thereof have applied to the County to enter into a contract to repurchase said property for the amount of $5,276.19, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owners for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with MAHLON K. EVANS, JR. AND BELLE V. EVANS for the sale of real property described as TL 4 OF SECTION 34 1N 4E, 24.60 ACRES (AS DESCRIBED IN ATTACHED EXHIBIT A), in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyers upon successful completion of all provisions of the contract.

DATED this 19th day of January, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Sharron Kelley

for Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay

John L. DuBay, Chief Deputy

EXHIBIT A

R-94434-0040 TL 4 of Section 34 1N 4E (Land Only)
R-94434-0043
Map 34 1N 4E

Described as follows:

A tract of land in the South One-Half of Section 34, Township 1 North, Range 4 East, of the Willamette Meridian, Multnomah County, Oregon, described as follows:

Beginning at a point on the Base Line 990.00 feet West of the Southeast Corner of said Section 34; thence North, at right angles to said Base Line, a distance of 737.50 feet to the intersection of the centerline of County Road No. 556 (now relocated); thence S80°00'W, along the centerline of said County Road No. 556 (now relocated), a distance of 1291.00 feet; thence S75°00'W, along said centerline of said road, a distance of 50.00 feet to a point being 500 feet North of the Base Line, on a line which is at right angles to the Base line and 20 rods East of the North-South centerline of said Section 34; thence continuing Southwesterly, along the centerline of said County Road No. 556 (now relocated) to a point being 210 feet North of the Base Line, on a line which is at right angles to the Base line and 10 chains West of the North-South centerline of said Section 34; thence South, along said line , a distance of 210 feet to the Base Line; thence East along the Base Line to the point of begining

Except that part in Smith Road, County Road No. 1325-60 and
Except that part in Evans Road, County Road No.585-40.

CONTRACT 15781

THIS AGREEMENT, made this 19th day of January ,1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and MAHLON K. EVANS JR and BELLE V. EVANS-LE hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

SECTION 34, 1N 4E TL #4 24.60 ACRES (AS DESCRIBED IN ATTACHED EXHIBIT A)

A. Purchase Price.

Purchaser agrees to pay the sum of $5,276.19, to be paid $527.62 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $62.78 over a term of 120 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on January 15, 1994 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

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

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

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

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

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

3. Purchaser will not use or permit others to use any of the

property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

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

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

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

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not

potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a.and C7b. shall survive any termination or cancellation of this agreement for any reason.

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

D. Default

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

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

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

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

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

E. Tax Notice

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

PO BOX 11 CORBETT, OR 97019-0011

F. Assignment

No assignment of this agreement is permitted.

G. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser

the title to the aforesaid property by Bargain & Sale Deed.

H. Execution Deadline

This contract must be executed by Purchaser on or before December 23, 1994 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

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.

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Sharron Kelley
for Beverly Stein, Chair

By
MAHLON K. EVANS JR

By Belle V Evans
BELLE V. EVANS-LE

REVIEWED:

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

CONTRACT APPROVED:

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

EXHIBIT A

R-94434-0040 TL 4 of Section 34 1N 4E (Land Only)
R-94434-0043
Map 34 1N 4E

Described as follows:

A tract of land in the South One-Half of Section 34, Township 1 North, Range 4 East, of the Willamette Meridian, Multnomah County, Oregon, described as follows:

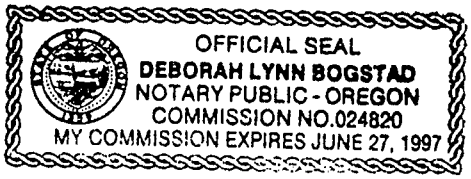
Beginning at a point on the Base Line 990.00 feet West of the Southeast Corner of said Section 34; thence North, at right angles to said Base Line, a distance of 737.50 feet to the intersection of the centerline of County Road No. 556 (now relocated); thence S80°00'W, along the centerline of said County Road No. 556 (now relocated), a distance of 1291.00 feet; thence S75°00'W, along said centerline of said road, a distance of 50.00 feet to a point being 500 feet North of the Base Line, on a line which is at right angles to the Base line and 20 rods East of the North-South centerline of said Section 34; thence continuing Southwesterly, along the centerline of said County Road No. 556 (now relocated) to a point being 210 feet North of the Base Line, on a line which is at right angles to the Base line and 10 chains West of the North-South centerline of said Section 34; thence South, along said line , a distance of 210 feet to the Base Line; thence East along the Base Line to the point of begining

Except that part in Smith Road, County Road No. 1325-60 and
Except that part in Evans Road, County Road No.585-40.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 19th day of January, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad

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

MEETING DATE: JAN 19 1995

AGENDA NO: R-2

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Contract for *Parents as Teachers* Project, Between Community and Family Services Division and Mt. Hood Community College Head Start Program

BOARD BRIEFING *Date Requested:* _____

Amount of Time Needed: _____

REGULAR BRIEFING *Date Requested:* _____

Amount of Time Needed: 5 minutes

DEPARTMENT: _____ *DIVISION:* Community & Family Svcs

CONTACT: Lolenzo Poe/James Edmondson *TELEPHONE:* 248-3691

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lolenzo Poe/James Edmondson

ACTION REQUESTED:

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

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

The Community and Family Services Division is contracting with Mt. Hood Community College Head Start program, to implement a *Parents as Teachers* early childhood education project in East County. Mt. Hood Community College Head Start, which is one of five projects to be funded this fiscal year, was selected as a provider for this project through Request for Proposal P952-43-0016.

The contract is for $23,000.

1/20/95 ORIGINALS to Cilla Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lolenzo Poe mas

BOARD OF COUNTY COMMISSIONERS
1995 JAN 10 AM 8:58
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

mhcchs95.bcc

MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lolenzo Poe, Director Lolenzo Poe mas
Community and Family Services Division

DATE: December 15, 1994

SUBJECT: Contract with Mt. Hood Community College Head Start for *Parents as Teachers* Early Childhood Education Project

---

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the contract with Mt. Hood Community College Head for the period upon execution through June 30, 1995.

II. Background/Analysis: Mt. Hood Community College Head Start program successfully competed for a contract award from the Community and Family Services Division, for funding for a *Parents as Teachers* early childhood education project. This organization is one of five to receive funding for this program this fiscal year.

The *Parents as Teachers* program is a nationally recognized service model for involving parents in their young children's education and development. The service model is based on a wellness approach to increasing the parenting skills of parents with young children.

III. Financial Impact: The contract is for $23,000. These funds are included in the Division's budget.

IV. Legal Issues: none

V. Controversial Issues: The *Parents as Teachers* program model was selected by the Multnomah Commission on Children and Families to meet the State's early childhood education benchmark, after an involved community planning process. Not all sectors interested in early childhood education were completely satisfied with that choice.

VI. Link to Current County Policies: This contract reflects the identification and purchase of services to meet the State's early childhood education benchmark. The service model supports the County's wellness and family services philosophy.

VII. Citizen Participation: The selection of the service model was made through a community planning process under the auspices of the Multnomah Commission on Children and Families. The selection of the contract was in compliance with Multnomah County Purchasing Administrative Rules.

VIII. Other Government Participation: The contract is an intergovernmental, since the Community College is a public agency. Funds for this contract come from the State.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 104105

Amendment #

CLASS I	CLASS II	CLASS III
[ ] Professional Services under $15,000	[ ] Professional Services over $15,000 (RFP, Exemption) [ ] PCRB Contract [ ] Maintenance Agreement [ ] Licensing Agreement [ ] Construction [ ] Grant [ ] Revenue	[x] Intergovernmental Agreement [ ] Intergovernmental Revenue Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # R-2 DATE 1/19/95 DEB BOGSTAD BOARD CLERK

Department: Division: Community & Family Services Date: December 15, 1994

Contract Originator: Phone: Bldg/Room:

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: **Purchases *Parents as Teachers* project in East County.**

RFP/BID #: P952-43-0016 Date of RFP/BID: 11/94 Exemption Expiration Date:

ORS/AR # Contractor is [ ]MBE [ ]WBE [ ]QRF

Contractor Name: Mt. Hood Community College Head Start

Mailing Address: 10100 NE Prescott Portland, Oregon 97220

Phone: (503)256-3436

Employer ID# or SS#: 1-930-546890-A1

Effective Date: Upon Execution

Termination Date: June 30, 1995

Original Contract Amount: $

Total Amt of Previous Amendments: $

Amount of Amendment: $

Total Amount of Agreement: $ 23,000

Remittance Address (if different)

Payment Schedule / Terms

[ ]Lump Sum $ [ ]Due on Receipt

[x]Monthly $ Fee for Service [ ]Net 30

[ ]Other $ [ ]Other

[ ]Requirements contract - Requisition Required

Purchase Order No.

[ ]Requirements Not to Exceed $

Encumber: Yes[ ] No[ ]

REQUIRED SIGNATURES:

Department Manager: Lorenzo Poe MHS Date: 12/22/94

Purchasing Director: Date:
(Class II Contracts Only)

County Counsel: Date: 1/3/95

County Chair/Sheriff: Sharron Kelley Date: January 19, 1995

Contract Administration: Date:
(Class I, Class II Contracts Only)

VENDOR CODE VENDOR NAME TOTAL AMOUNT: $

LINE NO.	FUND	AGENCY	ORGANI-ZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
								See	Attached		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

mhcchs95.caf

CONTRACT APPROVAL FORM SUPPLEMENT

File Name: cafs.wk3

COMMUNITY AND FAMILY SERVICES DIVISION, FY 1994–95

CONTRACTOR: Mt. Hood Community College Head Start bm

Contract #104105

Mod

LINE	FUND	AGENCY	ORG CODE	ACT CODE	OBJECT CODE	REPT CATEG	LGFS DESCRIPTION	ORIGINAL AMOUNT	MOD 1	MOD 2	MOD 3	FINAL AMOUNT
01	156	010	1352	60CM	6060	1770	Great Start	$23,000				$23,000

Req'ts Estimates

CONTRACT FOR SERVICES #104105
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

TERM OF CONTRACT:	Upon Execution	To: June 30, 1995
CONTRACTOR NAME:	Mt. Hood Community College Head Start	TELEPHONE: 256-3436 IRS NUMBER:1-930-546890-A1
CONTRACTOR ADDRESS:	10100 NE Prescott Portland, Oregon 97220	

This contract is between Community and Family Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Mt. Hood Community College Head Start, hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Services and Service Levels

CONTRACTOR agrees to provide services within the service levels listed below. COUNTY agrees to reimburse CONTRACTOR for providing those services under the payment terms and up to the amounts specified below.

Service	Service Element	Units	Payment Method/Basis	Rate	Maximum Funds
Early Childhood Education					
Parents as Teachers	n/a	40 families	Fee for Svc	$575.00	$23,000

2. Medicaid Billing Allocation

Subject to contract conditions and program instructions, by this reference made part of this contract, CONTRACTOR agrees to provide Title XIX services within the service element(s) specified below. CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 130. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds are disbursed by the Oregon Office of Medical Assistance Programs.

Service	Service Element	Units	Allocation
n/a			

3. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the COUNTY'S and State's service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the Request for Proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health service elements.

b. CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of service delivery that affects level, scope, or outcome of client services funded under this contract.

4. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document level of performance in achieving outcomes at least quarterly, or as instructed by COUNTY.

OUTCOMES

Parents will demonstrate:

- Increased knowledge of child development
- Ability to set individual or family goals and work towards achievement of those goals
- Ability to evaluate and gain understanding from mistakes
- Increased confidence in parenting decisions
- Improved quality and increased quantity of interactions between the parent and child
- Increased involvement in child's care and education facility
- Increased father involvement
- Increased number of activities involving the entire family

The child will:

- Reach physical, intellectual, emotional, and social developmental milestones within acceptable norms.
- Receive appropriate intervention or assistance, as needed.

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

5. Advances

Depending on funding source rules and method of payment, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 45 days of the contract funding amount, not to exceed $5,750. The advance will be recovered against expenditures in accordance with a schedule established by the COUNTY.

6. Special Conditions

Parents as Teachers services will be provided in accordance with program instructions developed by COUNTY, *PAT* training materials, the Request for Proposal #P952-43-0016 and CONTRACTOR'S response to that RFP.

PART B. DIVISION-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall only be valid when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Community and Family Services Division and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are attached to this contract and by this reference incorporated herein.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

b. CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent.

CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

1) Be given voluntarily, without pressure or coercion;
2) Be informed (i.e., the person receives and can understand sufficient information);
3) Include the name of the specific persons or agencies to whom the information shall be released and the specific purpose for disclosure;
4) Include an expiration date.

7. Contract Between State and County

For funds used by CONTRACTOR which are contracted from other sources to the COUNTY, CONTRACTOR agrees that it is bound by all applicable terms and provisions which bind COUNTY in those certain contracts.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Community and Family Services Division as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action, Mental Health, Youth Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars (refer to Attachment A), Oregon Administrative Rules, COUNTY financial procedures, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records for each service shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract become the property of the COUNTY, to be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in

providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S Request for Qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to Audit Requirements pursuant to the Community and Family Services Division's current *Subcontractor's Financial Procedures*. Reviews and audits must meet criteria outlined in these *Procedures*. CONTRACTOR may be subject to a fiscal compliance audit and/or may be required to conduct an external limited scope or full audit under the following conditions:

1) Multnomah County contract funds exceed $25,000 and total agency budget exceeds $150,000;
2) Multnomah County contract funds exceed $100,000;
3) Total agency budget exceeds $500,000;

e. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C. If CONTRACTOR is a private non-profit entity, the auditor shall meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

f. Limited Scope and Full Audits shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

g. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, CONTRACTOR agrees to indemnify, defend, and save harmless the COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S or its subcontractor's performance of duties under this contract.

12. Independent Contractor Status

CONTRACTOR is an independent CONTRACTOR and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. CONTRACTOR shall obtain, and at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company authorized to do business in Oregon. Such liability insurance shall have limits provided therein of at least $50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, $200,000 for injury to any one person, and $500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State or Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than $10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval.

f. CONTRACTOR 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. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than $500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) days of contract execution.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage at a minimum for the amounts set forth in ORS Chapter 30.

14. Integration

The contract, including by reference program instructions/special conditions, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation

a. In cases of litigation arising out of this contract, the prevailing party shall be entitled to reasonable attorney's fees. Public bodies may be exempt from this provision provided each party agrees to bear its own legal costs in the event of litigation arising out of this contract.

b. CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract, whether stated in a statute or regulation as provided in Part B, Subsection 5.b., notice of award, Request for Proposal, or elsewhere, COUNTY may take one or more of the following actions:

1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
2) Disallow all or part of the cost of the activity or action not in compliance.
3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
4) Withhold further awards for the program.
5) Take other remedies that may be legally available.

Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this contract.

d. In taking enforcement action, COUNTY shall provide CONTRACTOR an opportunity for such hearing, appeal, or other administrative proceeding to which CONTRACTOR is entitled under any statute or regulation applicable to the action involved.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Attachment B. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan which will outline policies and activities that assure culturally competent services. The plan must address, at a minimum, the following standards:

1) Agency Board of Directors, staff, and volunteers are diverse.
2) Agency Board of Directors, staff, and volunteers are trained in issues regarding diversity and cultural competency.
3 Principles and values of the agency's Nondiscrimination Policy are incorporated into agency policies and procedures, agency publicity, and printed materials directed to program participants, employees, and applicants.
4) Culturally relevant and appropriate services are delivered.

This plan shall be submitted to COUNTY no later than 60 days after contract execution. Additionally, CONTRACTOR shall submit an annual report 30 days following end of the contract period indicating progress on the plan.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than those holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Payment Terms and Reports: All Contracts

a. CONTRACTOR shall be reimbursed for specific services based on the method of payment set forth under Part A. Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess

of one hundred percent of allowable program costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification of disallowance of CONTRACTOR expenditures.

c. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

d. All final requests for payment shall be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

20. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

c. Property and work products provided by CONTRACTOR under fee-for-service contract conditions are property of CONTRACTOR, except that billing documentation, e.g., client files and client assistance invoices (except as otherwise provided in accordance with federal and state statutes) and work products of CONTRACTOR which are specifically purchased through this contract are the exclusive property of COUNTY and upon termination of this contract shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service. Work products include books, documents, papers, audits, and records of the CONTRACTOR which are directly pertinent to this contract.

21. Payment Terms: Service Capacity and Cost Reimbursement

a. For contracts based on a service capacity payment method, subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

1) Increases or decreases in contract amounts;
2) Amounts of client services contributions, if applicable;
3) Underexpenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th of the month following each calendar quarter. The initial Annual Budget is due within twenty (20) days of contract effective date; revised annual budget(s) is due within thirty (30) days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Cost Statement is due November 20th following the end of the contract year or within thirty (30) days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to cost statement reporting within thirty (30) days following the end of the contract period.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

22. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with state or federal requirements. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

23. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expensed through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/ Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

CONTRACTOR shall meet the following procedural requirements for all such property:

a. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use, and condition of the property.

b. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

24. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified or except as follows:

a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.

d. Records for any displaced person shall be retained for three years after such person has received final payment.

e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

25. Religious Content

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract. This is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

26. Request for Proposal

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

27. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

28. Termination

a. This contract may be terminated by either party by thirty (30) days written notice to the other party.

b. Immediate termination by COUNTY may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.

2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.

3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.

4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.

5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.

6) Upon evidence of improper or illegal use of funds provided under this contract.

7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

c. For fee-for-service programs, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For service capacity and cost-reimbursement programs, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

e. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

PART C. GENERAL CONDITIONS: YOUTH PROGRAM SERVICES

1. Program Principles

CONTRACTOR shall provide services which comply with the following principles:

a. Services must be culturally appropriate and relevant;
b. Services must be developmentally appropriate; and
c. Services must be integrated into the larger system of child and youth services.

2. Program Reporting

In addition to program reporting requirements referenced in this contract, any CONTRACTOR providing services funded through the Youth Program shall meet the following conditions:

a. Contract services shall be monitored through the use of the Client Tracking System (CTS) and/or the Great Start Tracking System (GSCTS), and/or the Group and Volunteer Activities form (GVA), and/or any other specified reports. CONTRACTOR shall be subject to any Youth Program policies regarding contract compliance including, but not limited to, the Corrective Action Policy.

b. CONTRACTOR shall provide narrative client profiles, the minimum number to be determined by COUNTY, in the identified format. Profiles shall be done on a representative sample of clients served and be a balance of successful and unsuccessful interactions. Profiles shall be submitted no later than thirty (30) days following the end of the second program quarter.

c. CONTRACTOR shall report on mutually agreed-upon outcome indicators in the manner and timelines identified by COUNTY.

3. Service Standards

a. As a minimum service performance standard, CONTRACTOR shall provide services at at least 80 percent of planned service levels unless COUNTY states otherwise. Failure to perform at least at 80 percent may be grounds to terminate the service or contract or to adjust service levels and allocations.

b. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period, unless otherwise specified by COUNTY.

c. Provision of services under this contract is restricted to Multnomah County.

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

BY _____ 12/19/94
Childrens Mental Health & Youth Programs Manager — Date

BY _____ 12/22/94
Community and Family Services Division Director — Date

BY _____ 1/19/95
for Beverly Stein
Multnomah County Chair — Date

MT. HOOD COMMUNITY COLLEGE HEAD START

BY _____ _____
Agency Authorized Signer — Date

BY _____ _____
Agency Authorized Signer — Date

REVIEWED:
LAURENCE KRESSEL, County Counsel for
Multnomah County, Oregon

By _____ 1/3/95
Laurence Kressel — Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 1/19/95
DEB BOGSTAD
BOARD CLERK

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATES

CERTIFICATE OF COMPLIANCE WITH
SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including the following:

1. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with the following as applicable: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State MHDDSD funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

2. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

3. Environmental Protection

a. CONTRACTOR ensures that if federal funds payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

4. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, 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 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 federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;

c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

7. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

8. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

9. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

10. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

11. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

12. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

13. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;

2) The population eligible to be served by race, color, national origin, sex, age, and handicap;

3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;

4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and

6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

14. Federal Alcohol Drug Abuse and Mental Health Block Grant

If receiving such funds, CONTRACTOR shall comply with federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, Community Health Services Block Grant, CFDA #93.958, and Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959 will be restricted to only public or non-profit entities.

Attachment B

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERIVCES DIVISION
CONTRACT CERTIFICATES

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
e. Title XIX, Social Security Act
f. Section 16, Federal Energy Administraiton Act of 1974
g. Section 401, Energy Reorganization Act of 1974
h. Title IX, Education Amendments of 1972, as amended
i. Section 504, Rehabilitation Act of 1973
j. Age Discrimination Act of 1975
k. Department of Energy Organization Act of 1977
l. Energy Conservation and Production Act of 1976, as amended
m. American Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
n. Section 109, Housing and Community Development Act of 1974
o. Section 3 of the Housing and Urban Development Act of 1968
p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment except when there is a bona fide occupational limitation. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, unior, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;

b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;

c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;

e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;

f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;

g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

Attachment C

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATES

CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

MEETING DATE: JAN 1 9 1995

AGENDA NO.: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Order Realigning SE 133rd Place from SE Ramona St. North 226.01 ft.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: December 29, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: John Dorst TELEPHONE #: Ext. 3599

BLDG/ROOM #: 425

PERSON(S) MAKING PRESENTATION: John Dorst

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
'95 JAN 10 AM 10

ACTION REQUESTED:

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

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

In response to a petition from the adjacent landowners, approval of this Order is recommended to realign SE 133rd Place. This realignment will not require the removal of a substantial Douglas Fir tree. 1/19/95 POSTPONED INDEFINITELY

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 6/93

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: John Dorst

TODAY'S DATE: December 2, 1994

REQUESTED PLACEMENT DATE: December 29, 1994

RE: Realignment/Vacation of SE 133rd Place

I. Recommendation/Action Requested: Requesting approval of an Order to realign SE 133rd Place. This Order includes establishing the realigned portion as public road and vacating the abandoned portion of existing public road.

II. Background/Analysis: SE 133rd Place is dedicated public right-of-way which, at present alignment, includes a substantial Douglas Fir tree (approximately 48 inches in diameter). This realignment will create the same amount of right-of-way, give access to the lots to be created, and vacate the portion of road containing the Douglas Fir, thus saving the tree.

III. Financial Impact: This proposal will have little or no financial impact for the County. Property vacated as right-of-way and returned to the tax rolls will be replaced with property dedication.

IV. Legal Issues: County Counsel has reviewed this Order and finds no adverse legal issue. ORS 368.126 allows vacation to be effective on identification of those parts to be abandoned in the Order establishing the new road when the new road follows the same general alignment as the previous road.

V. Controversial Issues: There are no controversial issued involved with this request.

VI. Link to Current County Policies: The Multnomah County Transportation Division is interested in the protection of our environment and the preservation of substantial trees.

VII. Citizen Participation: The adjacent landowners have petitioned the County to relocate SE 133rd Place.

VIII. Other Government Participation: This public right-of-way will be transferred to the jurisdiction of the City of Portland effective January 1, 1995. The Multnomah County Transportation Division has been working with the adjacent landowner for quite some time with this project, and hopes for resolution before the jurisdiction transfer occurs.

MULTNOMAH COUNTY OREGON

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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

December 2, 1994

Betsy Williams, Director
Dept. of Environmental Services
2115 SE Morrison Street
Portland OR 97214

RE: Realignment of SE 133rd Place

Dear Betsy:

Our office is in receipt of a petition from the adjacent landowners to realign SE 133rd Place. We recommend approval of this Board Order to realign a portion of this road, which will include the petitioned vacation, as well as establish a new portion of public right-of-way.

This Order will save a substantial Douglas Fir tree, measuring approximately 48 inches in diameter. The Transportation Division has worked with the adjacent property owner for quite some time while development plans have unfolded, and with this right-of-way transferring jurisdiction to the City of Portland in January 1995, we hope to resolve this issue.

ORS 368.126 allows vacation to be effective on identification of those parts to be abandoned in the Order establishing the new road, when the new road follows the same general alignment as the previous road.

We view this proposal as an opportunity to work cooperatively with the community to preserve the integrity of the environment, as well as meeting transportation needs.

Sincerely,

LARRY F. NICHOLAS, P.E.
County Engineer/Director

PHJS0229.ORD

MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

December 2, 1994

Board of County Commissioners
604 County Courthouse
Portland OR 97204

RE: Realignment of SE 133rd Place

Dear Commissioners:

Enclosed is an Order establishing the realigned portion of SE 133rd Place as public road, and vacating the abandoned portion of the existing public road.

The slight shift in right-of-way alignment will save a substantial Douglas Fir tree. It is the recommendation of this department that the Board of County Commissioners give approval of this Order.

Very truly yours,

Betsy Williams

BETSY WILLIAMS
Director
Dept. of Environmental Services

JD/js

PHJS0229.ORD

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Realignment of a Portion of SE 133rd Place from SE Ramona Street North, a Distance of 226.01 Feet, More or Less, Establishing Public Road to be Known as SE 133rd Place and Vacating a Portion of Existing Public Road	))))))	ORDER

FINDINGS:

(A) The County Engineer has recommended the Board of County Commissioners order the realignment of a portion of SE 133rd Place for the benefit of the public. The realignment has been initiated by petition of the adjacent property owners and will save a substantial Douglas Fir tree.

(B) The County Engineer recommends the establishment of the realigned SE 133rd Place as public road on real property dedicated to Multnomah County for road purposes, with additional dedication described as follows:

> Commencing at the most southerly Southwest corner of Lot 3 of Parcher Park, a recorded subdivision in the South one-half of Section 14, T1S, R2E, W.M., Multnomah County, Oregon, and running thence northwesterly along the arc of the 155.00 foot radius curve to the left of the southwesterly line of said Lot 3, 3.25 feet (the long chord bears N 25°06'04" W, 3.25 feet) to the true Point of Beginning; thence northwesterly along the arc of the 155.00 foot radius curve to the left of the southwesterly line of said Lot 3, 28.72 feet (the long chord bears N 31°00'47" W, 28.70 feet) to the point of reverse curve of said line; thence continuing northerly along the arc of the curve to the right of said line, 66.97 feet (the long chord bears N 18°03'15" W, 65.84 feet) to the westerly re-entrant corner of said Lot 3, and the Northeast corner of the 133rd Place right-of-way dedication; thence N 89°47'00" W along the North line of said right-of-way, 28.75 feet; thence N 83°44'51" W, 50.00 feet; thence S 6°15'09" E, 70.10 feet; thence southeasterly along the arc of a 71.00 foot radius curve to the left, 24.10 feet (the long chord bears S 15°58'37" E, 23.99 feet) to the true Point of Beginning, encompassing approximately 1,367 square feet of land.
>
> As shown on the attached map marked EXHIBIT "A", and hereby made a part of this document.

(C) The County Engineer recommends in conjunction with the establishment of public road, as above described, a portion of existing SE 133rd Place be vacated for the benefit of the public, which is more particularly described as follows:

LOT 1/PARCHER PARK:

Beginning at the Southeast corner of Lot 2 of Parcher Park, a recorded subdivision in the South one-half of Section 14, T1S, R2E, W.M., Multnomah County, Oregon, and running thence southeasterly along the arc of the 105.00 foot radius curve to the right of the northeasterly line of Lot 1, 19.47 feet (the long chord bears S 31°00'47" E, 19.44 feet); thence northwesterly along the arc of a 121.00 foot radius curve to the right, 17.91 feet (the long chord bears N 21°27'43" W, 17.89 feet); thence N 89°47'00" W, 3.47 feet to the Southeast corner of Lot 2 of said subdivision and the point of beginning, encompassing approximately 19 square feet of land.

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

LOT 2/PARCHER PARK:

Beginning at the Southeast corner of Lot 2 of Parcher Park, a recorded subdivision in the South one-half of Section 14, T1S, R2E, W.M., Multnomah County, Oregon, and running thence northwesterly along the arc of the 155.00 foot radius curve to the right of the southeasterly line of said Lot 2, 98.86 feet (the long chord bears N 18°03'14" W, 97.19 feet) to the Northwest corner of the 133rd Place right-of-way dedication and the Northeast corner of said Lot 2; thence S 89°47'00" E along the North line of the said right-of-way, 21.25 feet; thence S 6°15'09" E, 70.10 feet; thence southeasterly along the arc of a 121.00 foot radius curve to the left, 23.17 feet (the long chord bears S 11°44'15" E, 23.13 feet); thence N 89°47'00" W, 3.47 feet to the Southeast corner of Lot 2 of said subdivision and the Point of Beginning, encompassing approximately 1,564 square feet of land.

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

ORDER:

IT IS HEREBY ORDERED:

(1) That the real property described in Finding No.'B' above is established as public road and shall be known as SE 133rd Place;

(2) That the existing portion of SE 133rd Place described in Finding No. 'C' above is hereby vacated in accordance with ORS 368.126, and that title in the vacated property shall vest in those parties as otherwise provided by the laws of this state.

(3) That this Order establishing SE 133rd Place from SE Ramona Street North, a distance of 226.01 feet, more or less, and vacating a portion of public road, be recorded in the Deed Records of Multnomah County, Oregon.

(4) That the County Surveyor is hereby directed to file a map of same as required by law.

ADOPTED this _____ day of _____, 199___.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

_____
BEVERLY STEIN/Chair

REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By _____
JOHN L. DuBAY/County Counsel

PHJS0229.ORD

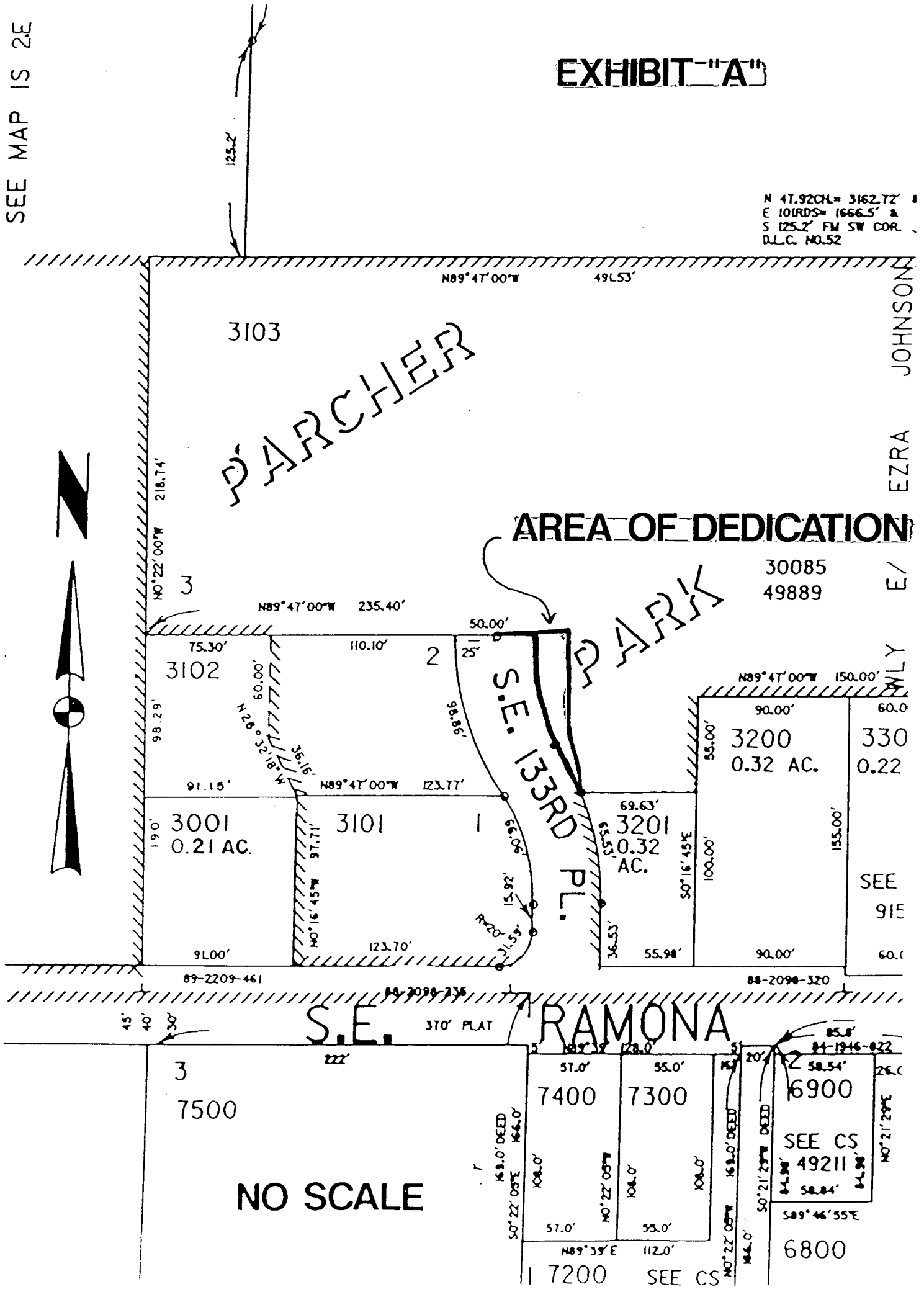
EXHIBIT "A"
SEE MAP IS 2E
125.2'
N 47.92CHS= 3162.72'
E 10IRDS= 1666.5'
S 125.2' FM SW COR.
D.L.C. NO.52
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3103
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E/
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N26°32'18"W
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91.15'
N89°47'00"W 123.77'
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S0°22'05"E
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164.0'
S0°21'29"E DEED
N0°21'29"E
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58.84'
S89°46'55"E
N89°39'E 112.0'
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7200
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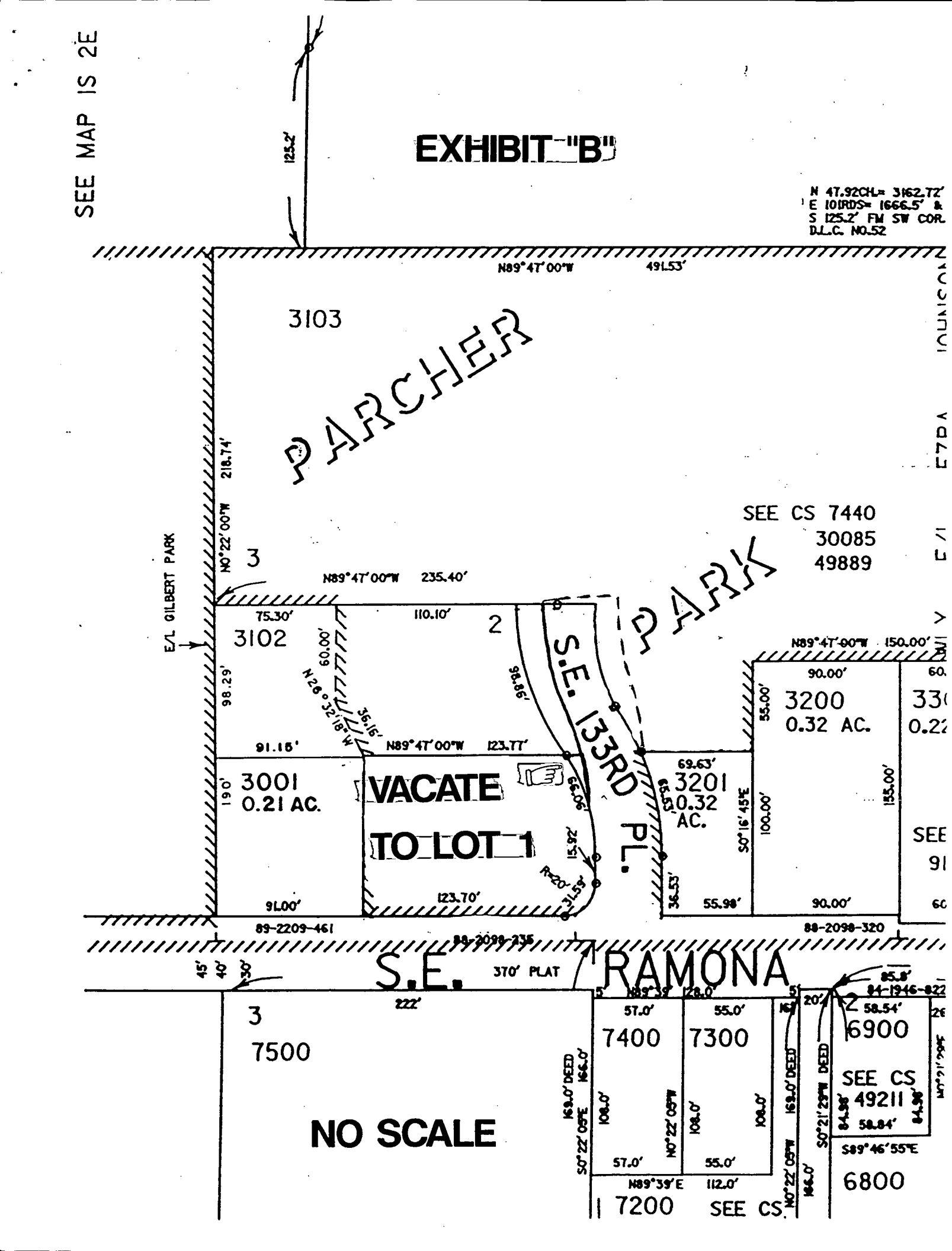
NO SCALE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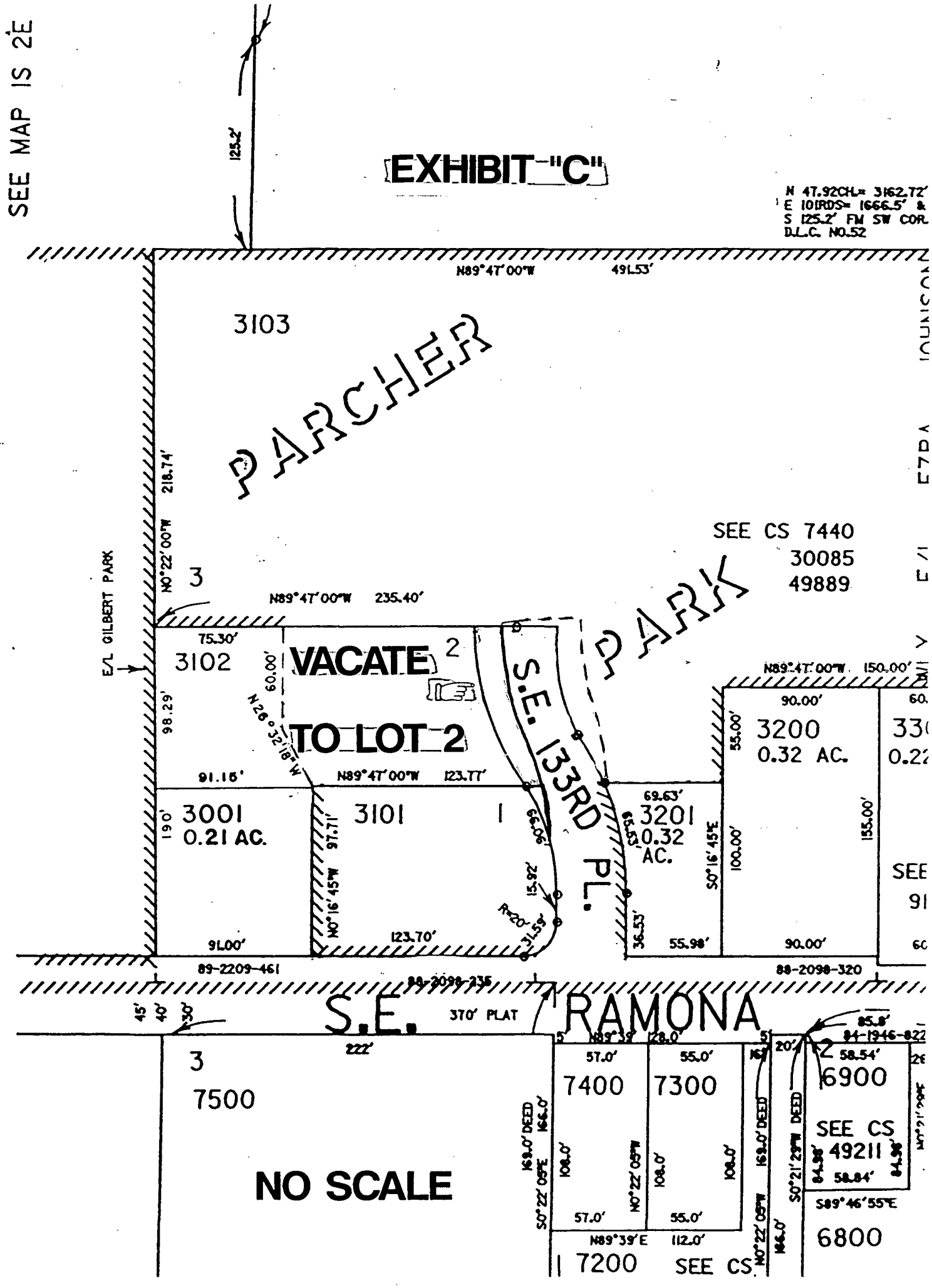
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45'
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3
7500
7400
7300
57.0'
55.0'
169.0' DEED
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7200
SEE CS
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58.54'
S0°21'29"W DEED
S89°46'55"E
6800
NO SCALE

MEETING DATE: JAN 19 1995
AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Multnomah County 1994-98 Transportation Capital Improvement Plan and Program

BOARD BRIEFING **Date Requested:** _____

Amount of Time Needed: _____

REGULAR MEETING: **Date Requested:** January 19, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services **DIVISION:** Transportation

CONTACT: Ed Abrahamson **TELEPHONE #:** 6992

BLDG/ROOM #: 425

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

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

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

Approval is sought for the Transportation Capital Improvement Plan and Program (TCIP). The TCIP outlines planned transportation projects (roadway, bikeway, pedestrian, and Willamette River Bridges) and programs financial resources to construct top priority projects. TCIP will be used as basis for preparing Division's annual budgets.

1/20/95 copy of Resolution to Ed Abrahamson

BOARD OF COUNTY COMMISSIONERS
1995 JAN 10 AM 10:00
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Betsy Williams/Mike Ewald 1/9/95

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

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: Ed Abrahamson, Transportation Planning Specialist

TODAY'S DATE: January 6, 1995

REQUESTED PLACEMENT DATE: January 19, 1995

RE: Public Hearing to approve the *Multnomah County 1994-98 Transportation Capital Improvement Plan and Program*

I. Recommendation/Action Requested:

Approval by the Board of County Commissioners is sought for the *Multnomah County 1994-98 Transportation Capital Improvement Plan and Program* (TCIP). The TCIP is updated biennially, programming capital transportation projects for five years. A Resolution approving the TCIP is included.

II. Background/Analysis:

In the past the Transportation Division has prepared separate capital improvement plans and programs for the roadways, bikeways, pedestrianways and Willamette River Bridges. At the direction of the Board of County Commissioners, the Transportation Division has prepared a combined capital improvement plan and program for the Transportation Division. The TCIP is used to prepare the Division's annual budget. Board approval of the TCIP is required.

III. Financial Impact:

The TCIP serves as the tool to program projected funds with top priority capital improvement project. Approval of the TCIP adopts the schedule of construction projects for a five year period. The TCIP is updated biennially to reflect changes in the capitalimprovement plan as construction projects are completed and new projects are identified.

IV. Legal Issues:

N/A

V. CONTROVERSIAL ISSUES:

N/A

VI. Link to Current County Policies:

The TCIP being presented reflects a change in the manner of its preparation. In the past, separate capital improvement plans and programs were prepared for the roadways, bikeways and Willamette River Bridges. The TCIP presently under consideration combines the capital improvement plans and programs into a single document. The TCIP also includes a new section discussing pedestrian improvements. The consolidation of the TCIP was done at the direction of the Board of County Commissioners.

The TCIP is consistent with *Comprehensive Framework Plan* Policies:

Policy 32: Capital Improvements
Policy 33: Transportation Systems
Policy 34: Trafficways
Policy 35: Public Transportation
Policy 36: Transportation Development Requirements

VII. Citizen Participation:

In an effort to gather citizen input, a series of five meetings were held throughout the county soliciting input for potential capital improvements. Additionally, draft copies of the capital improvement plan have been available at county libraries for citizen review and comment.

VIII. Other Government Participation:

The TCIP impacts the cities of Troutdale, Wood Village, Fairview and Gresham. Coordination with these cities has been accomplished with their participation on the East Multnomah County Transportation Committee (EMCTC). EMCTC approved the TCIP at their January 9, 1995 meeting.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of the	)	RESOLUTION
Multnomah County 1994-98	)	95- 23
Transportation Capital Improvement	)	
Plan and Program	)	

WHEREAS, the Multnomah County Board of Commissioners recognizes the need to maintain and preserve the County roadways, Willamette River Bridges, bikeways, pedestrian ways, and related structures so as to promote the safe and efficient movement of people and commerce throughout the County; and

WHEREAS, the preservation and improvement of County roadways, Willamette River Bridges, bikeways, pedestrian ways, and related structures is vital to an orderly and balanced transportation system; and

WHEREAS, a unified approach to long range facilities planning and capital investment programming is a County goal; and

WHEREAS, extensive and timely analysis and evaluation of County roadways, Willamette River Bridges, bikeways, pedestrian ways, and related structures has been undertaken; and

WHEREAS, the Multnomah County Transportation Division Capital Improvement Plan specified a process to establish priorities for capital improvement needs which will maximize the use of resources which is the *Multnomah County 1994-98 Transportation Capital Improvement Plan and Program*; and

WHEREAS, the Multnomah County Transportation Capital Improvement Plan and Program will be updated every two years as a necessary element of the safe and reliable public use of the County roadways, Willamette River Bridges, bikeways, pedestrian ways, and related structures; and

WHEREAS, five public meetings were held to solicit public input on the Transportation Capital Improvement Plan; and

WHEREAS, at its January 19, 1995 meeting the East Multnomah County Transportation Committee considered and recommended approval of the *Multnomah County 1994-98 Transportation Capital Improvement Plan and Program.*

THEREFORE IT IS RESOLVED that the Multnomah County Board of Commissioners approve the *Multnomah County 1994-98 Transportation Capital Improvement Plan and Program.*

APPROVED this 19th day of January, 1995.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Sharron Kelley
for Beverly Stein, Chair

REVIEWED
LAURENCE KRESSEL
MULTNOMAH COUNTY COUNSEL

By John L. DuBay
John L. DuBay

EAVH1442.RES

MEETING DATE: ~~JAN 12 1995~~ JAN 19 1995

AGENDA NO: ~~R-6~~ R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: ORDINANCE amending those sections of Multnomah County Code Chapter 5.10 regarding fees for services of Multnomah County Sheriff's Office (MCSO).

BOARD BRIEFING: *Date Requested:* _____

Amount of Time Needed: _____

REGULAR MEETING: *Date Requested:* January ~~5~~ 12, 1994

Amount of Time Needed: 20 minutes

DEPARTMENT: Sheriff's Office *DIVISION:* Executive

CONTACT: Larry Aab *TELEPHONE #:* 251-2489
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: John Bunnell, Sheriff

ACTION REQUESTED:

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

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

ORDINANCE amending those sections of Multnomah County Code Chapter 5.10 regarding fees for services of the Multnomah County Sheriff's Office (MCSO).

1/19/95 copies to LARRY AAB & SHERIFF BUNNELL
1/20/95 copies to ORDINANCE DISTRIBUTION LIST

1994 DEC 28 PM 3:26
MULTNOMAH COUNTY OREGON
BOARD OF COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: John Bunnell Jr.

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63 *6/93*

ORDINANCE FACT SHEET

ORDINANCE TITLE:

Ordinance amending those sections of Multnomah County Code Chapter 5.10 regarding fees for services of Multnomah County Sheriff's Offices.

This ordinance will adjust the present fees schedule of the Multnomah County Sheriff 's Office. Each fee was examined by the responsible party with particular attention to issues of materials, staff time, and current fee. We believe that the last time fees were examined was about 1986. Future examinations will be made every two years.

What other local jurisdictions have enacted similar legislation?

Most local governments have some type of fee program which is intended to offset or pay the cost of some services.

What has been the experience in other areas with this type of legislation?

Fee systems are a common means of raising revenue for cost coverage.

What is the fiscal impact, if any?

Fiscal Year 1994-95 approximately $72,389

Annualized Revenue approximately $144,000

SIGNATURES

Person Filling Out Form: _____

Quality and Budget: _____

Department Manager/Elected Official: _____

1995 JAN -6 PM 3:50
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

Projected Revenue Increases If Ordinance Passes
10/28/94

	6 Mos. Revenue If no Change	6 Mos. Revenue If Approved	Additional Revenue 6 Months	Additional Revenue FY 95/96
Record Copy Requests	1,930	3,800	1,870	3,740
Additional Pages	250	500	250	500
Archive Record Requests	15	500	485	970
Standard File Search	250	175	(75)	(150)
Filing Letter of Subrogation	100	200	100	200
Photograph Reprinting	35	85	50	100
Notary Services	0	100	100	200
Video Image Reproduction				
Color	660	1,122	462	924
Black and White	50	60	10	20
Video Tape Reproduction	100	270	170	340
Audio Tape Reproduction	75	180	105	210
Explosives Permit Approval	30	45	15	30
Liquor Licenses				
Original	25	50	25	50
Change in Ownership, etc.	50	75	25	50
Renewal	1,575	1,103	(473)	(945)
Temporary	200	60	(140)	(280)
Firearms Licenses				
Concealed Handgun - New	61,427	105,073	43,646	87,291
Dup or change address	500	750	250	500
Renewal	21,038	42,075	21,038	42,075
Safety Education Class	7,432	7,432	0	0
Civil Fees				
Mailing Letter of Intent, etc.	1,005	2,800	1,795	3,591
Seizure/Sale of Personal Property	1,518	4,200	2,682	5,363
	98,285	170,654	72,369	144,779

MULTNOMAH COUNTY SHERIFF'S OFFICE

BOB SKIPPER, SHERIFF

FEE STUDY AND PROPOSED ORDINANCE

October 13, 1994

Multnomah County Sheriff's Office

BOB SKIPPER
SHERIFF

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

(503) 255-3600

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BOB SKIPPER
Sheriff

DATE: October 13, 1994

SUBJECT: MCSO FEE SCHEDULE

Please find enclosed a draft ordinance and related documentation for a Multnomah County Sheriff's Fee Schedule. Most fees in the Sheriff's Office have not been revised since 1986, and this document is a careful study and analysis of the actual cost for each fee recommended.

I believe that it is significant to point out that this document was developed by an appointed work group and is one of our first efforts at using total quality management techniques within the agency. Therefore, I would like to recognize and thank the following Sheriff's Office members for their hard work in making this happen:

Stephanie Clark
Ruth Nutting
Sgt. Bob Barnhart
Laura Harryman
Kristi Johnston
Gary Simmons
Sgt. Bruce McCain (advisory role)

If we can provide you with any further information, please do not hesitate to contact me.

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EXECUTIVE SUMMARY OF FEE RECOMMENDATIONS

NATURE OF FEE	CURRENT FEE	PROPOSED FEE
Record copy reques -- may include agency reports , accident reports, law enforcement reports, law enforcment deputy file/notebook entries, administrative documents (i.e., memos, special orders, etc.), booking records, visitor cards, etc.	$5.00	$10.00
Additional pages contained in reports	$1.00 \page	$2.00 \page
File search of computerized &/or manual records	$50.00	$35.00 \search
Archive Record Request	New	$26.00 \hour
Custom File Search	$50.00	Actual costs for programming & computer usage time
Filing letters of subrogation	$5.00	$10.00
8 x 10 Color Print	$5.00	Deleted
4 x 5 Color Print	$3.50	$8.50
Other Sizes	New	$8.00 + Actual Cost
Black & White Print ($1.50 less than color print fee)	XXXX	XXXX
ID photos (per set)	$3.00	XXXX
Additional print (per set)	XXXX	$0.50
Fingerprinting	$6.00	Deleted
Good Conduct Letter	$5.00	Deleted
Procedural & Administrative Publications	$25.00 \set	$50.00 \set
Subscription for updates	$25.00 \year	$25.00 \year
Firearm Licenses		
Concealed handgun	$38.00	$65.00
Duplication of concealed handgun license	$10.00	$15.00
Renewal of concealed handgun license	$25.00	$50.00

NATURE OF FEE	CURRENT FEE	PROPOSED FEE
Firearm Licenses (cont)		
Dealer fee for background check for purchaser of a firearm (ORS Chapter 839)	$15.00	$15.00
Firearm safety education course	$25.00	$20.00
Second hand dealer fee (MCC 6.80.040)	$15.00	$15.00
Auto Dealer License	New	$15.00
Explosive Permit	$10.00	$15.00
Civil Process Fees		
Service upon judgment debtor of court order authorizing sale of residence or homestead property	$15.00	$20.00
Mailing letter of intent to sell, levying on real property, preparing notice of judicial sale, submit notice to publication & mailing notice to judgment debtor & others as requested.	$47.00	$131.00
Post premises levied upon with notice of sale	Current postage rates	$20.00
Publication costs of notice of sale	Current publication rates	Current publication rates
Mailing expense of pre-sale notice	Current postage rates	Current postage rates
Posting of after sale notice	$15.00	$5.00
Service of notice process	$20.00	$20.00
Enforcement of other writs	$47.00	$47.00
Service of provisional process orders	$47.00	$47.00
Processing of distraint warrant	$6.25	$6.25
Evictions	$47.00	$47.00
Delivery of writ of garnishment	$9.50	$9.50
Mailing of after sale notice to judgment debtor	$4.25	$4.25

NATURE OF FEE	CURRENT FEE	PROPOSED FEE
Liquor License Permit		
Original license permit fee	$50.00	$100.00
Change in ownership/location/privilege	$50.00	$75.00
Renewal	$50.00	$35.00
Temporary license	$50.00	$15.00
Alarm permit (MCC 7.50.020)		
New robbery or burglary alarm	$12.00	$12.00
Failure to obtain a permit within 30 days of operation	$25.00	$25.00
2nd or 3rd False Alarm	$50.00 each	$50.00 each
4th False Alarm	$100.00	$100.00
Additional False Alarm	$100.00 ea.	$100.00 each
Late fee (30 days delinquent)	$25.00	$25.00
Notary Service (ORS 194.164 (1) & OAR 160-100-400)		
Taking an acknowledgment	New	$5.00
Taking a verification upon an oath or affirmation	New	$5.00
Certifying a copy of a document	New	$5.00
Witnessing or attesting a signature	New	$5.00
Protesting commercial paper, except a check drawn on an insolvent financial institution	New	$5.00
Administering an oath or affirmation without signature	New	$1.00
Taking a deposition, each page	New	$1.00
All other notarial acts not specified above	New	$1.00
Recovering costs of dishonored checks	$25.00	$25.00
Towing License (MCC 6.20)		
New License	$45.00 per towing veh.	$45.00 per towing vehicle
Renewal	$45.00 per towing veh.	$45.00 per towing vehicle

Nature of Fee	Current Fee	Proposed Fee
Inspection	$25.00	$25.00
Re-application	$35.00	$35.00
Tow Charge Reimbursement	Tow Cost	Tow Cost
Video Imaging Reproduction		
Color Image	New	$8.50
Black & White Image	New	$6.00
Video Tape Reproduction	New	$45.00
Audio Tape Reproduction	New	$45.00
Adult bookstore license (MCC 6.65)		
New License	$180.00	$180.00
Re-application	$35.00	$35.00
Adult Theater License (MCC 6.65)		
New license	$180.00	$180.00
Re-application	$35.00	$35.00

GLOSSARY OF ACRONYMS

CHRI	Criminal History Record Information
COJIN	Combined Oregon Justice Information Network
CPMS	Corrections Population Management System
CRISS	Columbia Region Information Sharing System
ISD	Information Systems Division
JAIN	Justice Automated Information Network
JAWS	Justice Automated Warrant System
LERU	Law Enforcement Records Unit
MCC	Multnomah County Code
MCSO	Multnomah County Sheriff's Office
OAR	Oregon Administrative Rules
ORS	Oregon Revised Statutes
PPDS	Portland Police Data System
SRMS	Sheriff's Records Management System

DRAFT OF ORDINANCE

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. ____

An ordinance amending those sections of Multnomah County Code Chapter 5.10 regarding fees for services of the Multnomah County Sheriff's Office (MCSO).

(Language in brackets []is to be deleted; underlined language is new.)

Multnomah County Ordains as follows:

Section I. Findings.

A. Multnomah County Code Chapter 5.10.005 provides, "[b]ecause of the increasing costs to Multnomah County of providing services to the public and of discharging the legal responsibilities of the county, and because of the decreased availability of general county revenue to defray costs, the Board of County Commissioners of Multnomah County, Oregon, declares it to be in the best interests of the people of the county for the fees established in the chapter to be imposed and collected by Multnomah County from the persons directly served or affected by the provision of such services and the performance of such responsibilities."

B. The Board of County Commissioners finds the policy statement announced in paragraph A above to be no less relevant and appropriate than it was when adopted in 1979.

C. In addition to the inherent home rule powers of Multnomah County to pass legislation regarding matters of local concern, the Oregon legislative assembly continues to

pass legislation that permits local governments, including counties, to charge for services fees that are calculated to recover the cost of such services.

D. MCSO has completed a comprehensive review of the schedule of fees charged for services by MCSO. This ordinance implements the findings of MCSO regarding those fees.

Section II. Amendments.

Multnomah County Code Chapter 5.10.420 is amended to read as follows:

5.10.420 Fees for services of Multnomah County sheriff's office.

(1) Except as provided by section (2) of this section, the Multnomah County sheriff's office shall collect the following for providing the following documents or services:

[(A) Law enforcement reports (includes accidents, arrest, incident and related records); does not apply to requests from victims of crimes; nonrefundable; initial reports (front and back): $5.00.

[(B) Additional pages contained in reports: $1.00/page.

[(C) File search of computerized and/or manual records: $50.00.

[(D) Filing letters of subrogation: $5.00.

[(E) 8 x 10 color print: $5.00.

[(F) 4 x 5 color print: $3.50.

[(G) Black and white prints: $1.50 less than color print of the same size.

[(H) ID photos (per set): $3.00.

[(I) Fingerprinting: $6.00.

[(J) Good conduct letter: $5.00.

[(K) Administration records:

Up to 5 pages: $2.00.

Additional pages: $0.25/page.

[(L) Procedural and administrative publications: $25.00/set.

Subscription for updates: $25.00/year.]

[(M) Firearms licenses:

(1) Concealed handgun license: $38.00

(2) Duplication of concealed handgun license: $10.00.

(3) Renewal of concealed handgun license: $25.00

(4) Dealer fee for background check for purchaser of a firearm (Oregon laws 1989, chapter 839): $15.00.

(5) The sheriff's office may charge a safety and education course fee up to $25.00.

(6) The fee required under subsection (M)(4) shall be the obligation of the firearm dealer and shall be charged with respect to requests for background checks received by the sheriff on or after the effective date of Ordinance No. 646. The sheriff shall pursue all appropriate legal remedies upon a failure of a dealer to submit a required fee, but shall not refuse to conduct a background check for that reason. The fee shall be annually reviewed by the sheriff, who shall report to the board on the sufficiency of the fee to cover the costs of conducting the required checks.

[(N) Explosives permit: $10.00.

[(O) Service upon judgment debtor of court order authorizing sale of residence or homestead property: $15.00.

[(P) Mailing letter of intent to sell, levying on real property, preparing notice of judicial sale, submit notice to publication and mailing notice to judgment debtor and others as requested: $47.00.

[(Q) Post premises levied upon with notice of sale: $15.00.

[(R) Publication costs of notice of sale: At current publication rates.

[(S) Mailing expense of pre-sale notice: At current postage rates.

[(T) Posting of after-sale notice: $15.00.

[(U) Mailing of after-sale notice to judgment debtor: $4.25.

[(V) Liquor license permit: See MCC 5.10.020.

[(W) Alarm permit: See MCC 7.50.020.]

(A) Record copy request -- may include agency reports, accident reports, law enforcement reports, law enforcement deputy file/notebook entries, administrative documents (e.g. memoranda, special orders, etc.), booking records, visitors cards, etc.: $10.00.

(i) Additional pages: $2.00 per page.

(ii) If the record is on file, the fee charged under section (A) includes a copy of a document 5 or fewer pages in length.

(iii) The fee charged under section (A) is not refundable, even though the

record requested is not on file or otherwise cannot be located.

(iv) The sheriff will not charge the fee as provided in section (A) to an alleged victim of a crime listed on a law enforcement record.

(B) Archive Record Request: $13.00 per 1/2 hour search time.

(C) Standard File Search: $35.00 per search.

(D) Custom File Search: Actual costs for programming and computer usage time.

(E) Administrative Procedures Manual/Publications: $50.00 per subscription; $25.00 for annual updates.

(F) Filing letter of subrogation: $10.00.

(G) Photograph reprinting, per incident/accident:

First 4x5 print:	$8.50.
Each additional print:	$ .50.
Other sizes:	$8.00 per request plus actual cost.

(H) Notary services (see, ORS 194.164(1) & OAR 160-100-400)

(1)	Taking an acknowledgment:	$5.00.
(2)	Taking a verification upon an oath or affirmation:	$5.00.
(3)	Certifying a copy of a document:	$5.00.
(4)	Witnessing or attesting a signature:	$5.00.
(5)	Protesting commercial paper, except a check drawn on an insolvent financial institution:	$5.00.

(6) Administering an oath or affirmation, without signature: $1.00.

(7) Taking a deposition, each page: $1.00.

(8) All other notarial acts not specified in subsections 1 through 7 above: $1.00.

I. Recovering costs for dishonored checks (see MCC 5.10.090): $25.00.

J. Tow charge reimbursement:

Cost of tow

K. Video Imaging reproduction:

(1) color image: $8.50.

(2) black and white image: $6.00.

L. Video tape reproduction: $45.00.

M. Audio tape reproduction: $45.00.

N. Explosives permit approval: $15.00.

O. Second hand dealer fee (see MCC 6.80.040): $15.00.

P. Liquor license permit approval (see MCC 5.10.020):

(1) Original application $100.00.

(2) Change in ownership/location/privilege: $75.00.

(3) Renewal: $35.00.

(4) Temporary license: $15.00.

Q. Firearms licenses (see ORS 166.291(5))

(1) Concealed handgun license - new $65.00.

(2) Concealed handgun license - duplicate or change of address: $15.00.

(3) Concealed handgun license - renewal: $50.00.

(4) Safety education course: $20.00.

(5) Dealer fee for background check: $15.00.

(6) The fee required under subsection (Q)(5) shall be the obligation of the firearm dealer and shall be charged with respect to requests for background checks received by the Sheriff on or after the effective date of Ordinance No. 646. The Sheriff shall pursue all appropriate legal remedies upon a failure of a dealer to submit a required fee, but shall not refuse to conduct a background check for that reason. The fee shall be annually reviewed by the Sheriff, who shall report to the board on the sufficiency of the fee to cover the costs of conducting the required checks.

R. Alarm permit (see MCC 7.50.020)

(1) New robbery or burglary permit: $12.00.

(2) Failure to obtain a permit within 30 days of operation: $25.00.

(3) 2nd or 3rd false alarm: $50.00 each.

(4) 4th false alarm: $100.00.

(5) Additional false alarms: $100.00 each.

(6) Late fee (30 days delinquent): $25.00.

S.	Wrecker license:	$15.00.
T.	Auto dealer license:	$15.00
U.	Towing licenses: (see MCC 6.20):	
	(1) New license:	$45.00 per towing vehicle.
	(2) Renewal:	$45.00 per towing vehicle.
	(3) Inspection:	$25.00.
	(4) Re-application:	$35.00.
V.	Adult bookstore license (see MCC 6.65):	
	(1) New license:	$180.00.
	(2) Re-application:	$ 35.00.
W.	Adult theater license (see MCC 6.65):	
	(1) New license:	$180.00.
	(2) Re-application:	$ 35.00.

X. Civil Process fees (see ORS 21.410; 23.360(2)):

(1)	Service upon judgment debtor of court order authorizing sale of residence or property homestead:	$20.00.
(2)	Mailing letter of intent to sell, levying on real property, preparing notice of judicial sale, submit notice to publication and mailing notice to judgment debtor and others as requested:	$131.00.

(3)	Seizure and sale of personal property:	$130.00.
(4)	Service of notice process:	$ 20.00.
(5)	Enforcement of other writs:	$ 47.00.
(6)	Service of provisional process order:	$ 47.00.
(7)	Processing distraint warrant:	$ 6.25.
(8)	Eviction:	$ 47.00.
(9)	Delivery of writ of garnishment:	$ 9.50.

(10) Posting premises levied upon with notice of sale: $ 20.00.

(11) Publication of Notice of Sale: at current publication rate.

(12) Mailing of pre-sale notice: at current postage rate.

(13) Posting of after-sale notice: $ 5.00.

(14) Mailing of after-sale notice to judgment debtor. $ 4.25.

(2) Notwithstanding the provisions of section (1) of this section, the Sheriff may furnish any service or copy of a public record of the Sheriff's office without charge or at a substantially reduced fee if the Sheriff determines that the waiver or reduction of fees is in the public interest because making the service or record available primarily benefits the general public. (See, ORS 192.440(4)).

ADOPTED this ____ day of _____, 1994, being the date of its _____ reading before the Board of County Commissioners of Multnomah County, Oregon.

(SEAL)

_____
Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:

Lawrence Kressel, County Counsel
For Multnomah County, Oregon

By _____

PROPOSED FEE SCHEDULE CHANGES FOR MCSO **09/94**

Amending Multnomah County Code Section 5.10.420

Document / Service Provided	Fee Amount	Change
A. Record copy request -- may include agency reports, accident reports, law enforcement reports, law enf deputy file/notebook entries, administrative documents (i.e. memo's, special orders, etc.), booking records, visitor cards, etc.	10.00	Yes
** If there is a record on file the fee includes a copy of up to five (5) pages		
** If there is no record on file the fee **WILL NOT** be refunded		
** There will be no charge to "victims" listed on law enforcement records		
** Should a record exceed five (5) pages an additional charge will apply for each additional page	2.00 per page	Yes
B. Archive Record Request	13.00 per 1/2 hour	Yes
C. Standard File Search	35.00 per search	
D. Custom File Search	@ actual costs for programming & computer usage time	Yes
E. Administrative Procedures Manual/Publications		
subscriptions	50.00	Yes
annual updates	25.00	Yes
F. Filing letter of subrogation	10.00	Yes

Document / Service Provided		Fee Amount	Change
G. Photograph reprinting, per incident/accident			
	First 4x5 print	8.50	Yes
	Each additional	.50	Yes
	Other sizes	8.00 per request PLUS actual cost	Yes
H. Notary Services (per ORS 194.164(1) & OAR 160-100-400)			
	(1) Taking an acknowledgment	5.00	Yes
	(2) Taking a verification upon an oath or affirmation	5.00	Yes
	(3) Certifying a copy of a document	5.00	Yes
	(4) Witnessing or attesting a signature	5.00	Yes
	(5) Protesting commercial paper, except a check drawn on an insolvent financial institution	5.00	Yes
	(6) Administering an oath or affirmation, without signature	1.00	Yes
	(7) Taking a deposition, each page	1.00	Yes
	(8) All other notarial acts not specified in 1 through 7 above	1.00	Yes
I. Recovering costs of dishonored checks (see MCC 5.10.090)		25.00	Yes
J. Tow charge reimbursement		actual cost	No
K. Video Image Reproduction	color image	8.50	Yes
	black & white image	6.00	Yes
L. Video tape reproduction		45.00	Yes
M. Audio tape reproduction		45.00	Yes
N. Explosives permit approval		15.00	Yes
O. Second hand dealer fee (see MCC 6.80.040)		15.00	No

Document / Service Provided	Fee Amount	Change
P. Liquor license permit approval (see MCC 5.10.020):		
original application	100.00	Yes
change in ownership/location/privilege	75.00	Yes
renewal	35.00	Yes
temporary	15.00	Yes
Q. Firearms licenses (ORS 166.291(5))		
(1) Concealed handgun license - new (includes $15 OSP fingerprint processing fee)	65.00	Yes
(2) Concealed handgun license - duplicate & change of address	15.00	Yes
(3) Concealed handgun license - renewal	50.00	Yes
(4) Safety education course	20.00	Yes
(5) Dealer fee for background check	15.00	Yes
(6) The fee required under subsection (Q)(5) shall be the obligation of the firearm dealer and shall be charged with respect to requests for background checks received by the sheriff on or after the effective date of Ordinance No. 646. The sheriff shall pursue all appropriate legal remedies upon failure of a dealer to submit a required fee, but shall not refuse to conduct a background check for that reason. The fee shall be annually reviewed by the sheriff, who shall report to the board on the sufficiency of the fee to cover the costs of conducting the required checks.		
R. Alarm permit (see MCC 7.50.020) -		
New robbery or burglary permit	12.00	Yes
Failure to obtain a permit within 30 days of operation	25.00	Yes
2nd/3rd false alarm	50.00 ea	Yes
4th false alarm	100.00	Yes
Additional false alarms	100.00 ea	Yes
Late fee (30 days delinquent)	25.00	Yes
S. Wrecker license	15.00	Yes
T. Auto Dealer license	15.00	Yes

Document / Service Provided		Fee Amount	Change
U. Towing licenses (see MCC 6.20)	new	45.00 per towing vehicle	Yes
	renewal	45.00 per towing vehicle	Yes
	inspection	25.00	Yes
	re-application	35.00	Yes
V. Adult Bookstore license (see MCC 6.65)	new	180.00	Yes
	re-application	35.00	Yes
W. Adult Theater license (see MCC 6.65)	new	180.00	Yes
	re-application	35.00	Yes
X. Civil Process (per ORS 21.410 & ORS 23.360(2))			
(1) Service upon judgement debtor of court order authorizing sale of residence or property homestead		20.00	Yes
(2) Mailing letter of intent to sell, levying on real property, preparing notice of judicial sale, submit notice to publication and mailing notice to judgment debtor and others as requested		131.00	Yes
(3) Seizure and sale of personal property		130.00	Yes
(4) Service of notice process		20.00	Yes
(5) Enforcement of other writs		47.00	Yes
(6) Service of provisional process order		47.00	Yes
(7) Processing distraint warrant		6.25	Yes
(8) Evictions		47.00	Yes
(9) Delivery of writ of garnishment		9.50	Yes
(10) Post premises levied upon with notice of sale		20.00	Yes
(11) Publication of Notice of Sale		at current publication rate	No
(12) Mailing of pre-sale notice		at current postage rate	No

Document / Service Provided	Fee Amount	Change
Civil Process (cont.)		
(13) Posting of after-sale notice	5.00	No
(14) Mailing of after-sale notice to judgment debtor	4.25	No

SUMMARY OF CHANGES FOR PROPOSED FEE SCHEDULE 09/94

All services and activities which result in some type of fee to be collected by the Sheriff's Office are reflected on the proposed fee schedule -- even if they are provided for by state law (ORS) or by another county ordinance (MCC). References to the applicable law(s) are included with the service or activity description.

Specific changes to the fee amounts or service/activity descriptions include:

Services Provided or Activity Performed	Change Proposed
A. Record copy requests	Increase fee to include staffing and computer costs and the average report length (4-5 pages)
B. Archive record request	Increase fee to include staffing time due to off-site storage of requested record
C. Standard file searches	Reduce fee to more accurately reflect the amount of activity required to provide the services and the costs of computer activities involved
D. Custom file search	Indicate fee is "at actual costs for programming and computer usage time"
E. Administrative Procedures Manual/Publication	Increase fee for initial subscription to more accurately reflect the amount of activity required to provide the service.
F. Filing letter of subrogation	Increase fee to include the staffing and computer costs involved in receiving and processing the subrogation letter and the costs involved in making the requested notifications
G. Photograph reprinting	Increase fee to account for staff time and reprint costs
H. Notary Services	Include the activity performed information on the fee schedule -- not previously reflected. Maximum amount as provided by OAR 160-100-400 and ORS 194.164(1)

Services Provided or Activity Performed	Change Proposed
I. Recovering costs of dishonored checks	Include the activity performed information on the (see MCC 5.10.090) fee schedule -- not previously reflected
J. Tow charge reimbursement	Include tow charge -- not previously reflected
K. Video Image Reproduction	Include the activity performed information on the fee schedule -- not previously reflected
L. Video tape reproduction	Include the activity performed information on the fee schedule -- not previously reflected
M. Audio tape reproduction	Include the activity performed information on the fee schedule -- not previously reflected
N. Explosives permit approval	Include the activity performed information on the fee schedule -- not previously reflected
O. Second hand dealers	Include the activity performed information on the fee schedule -- not previously reflected
P. Liquor license permit approval	Include the activity performed information on the fee schedule -- not previously reflected (See MCC 5.10.020)
Q. Firearms licenses - temporary license	Include the activity performed information on the fee schedule -- not previously reflected) ORS 166.291(5)
R. Alarm permit	Include the activity performed information on the fee schedule -- not previously reflected MCC .50.020
S. Wrecker license	Include the activity performed information on the fee schedule -- not previously reported

Services Provided or Activity Performed	Change Proposed
T. Auto dealer license	Include the activity performed information on the fee schedule -- not previously reflected
U. Towing licenses	Include the activity performed information on the fee schedule -- not previously reflected MCC 6.20
V. Adult bookstore license	Include the activity performed information on the fee schedule -- not previously reflected MCC 6.65
W. Adult theater license	Include the activity performed information on the fee schedule -- not previously reflected MCC 6.65
X. Civil Process	Increase to reflect the amounts allowed by ORS and the additional fee per ORS 23.360(2)

Item to delete from current fee schedule: GOOD CONDUCT LETTER

Reason:

1. Multnomah County Code Chapter 7.80 only allows dissemination of criminal history record information to authorized criminal justice agencies.

2. Oregon Administrative Rule, Chapter 257, Division 10 provides that the Oregon State Police has statutory and administrative responsibility for the maintenance and dissemination of criminal offender information in Oregon. Non-criminal justice agencies have access to that information pursuant to ORS 181.555

3. Processing requires computer queries of each of the systems which contain MCSO records (SRMS, CPMS, JAWS). If any "hits" are received, the record must be reviewed in full to determine if the subject of the record is the same as the requester AND if the information reflected is "REPORTABLE". Juvenile records and traffic arrest information has not been provided in the past, nor has any suspect information.

4. Information found in CPMS and JAWS is reported even if the information involved another agency (i.e., Portland Police arrest of a subject on a warrant, Gresham Police arrest and book a subject on their charges, etc.) since the record is contained in an

MCSO computer system. The other agency name and case number (when available) is also provided.

5. MCSO records between 04/74 and 03/81 maintained in the old CRISS files have been purged by the Portland Police Bureau and are no longer available.

6. MCSO records between 04/81 and 06/82 are maintained on a computer printout listing only minimum information. A manual look-up of the report on microfilm records is necessary to determine the subject's association to a specific case file.

7. If a name "hit" is received in CPMS and/or JAWS, but the arrest and/or warrant record has been purged, it is not possible to process the record further without contacting Detention and Warrant Records or the Court to manually check additional records/files.

8. As a result of 5, 6 and 7 above, MCSO does not maintain any computerized records prior to June, 1982. The information provided may not be a true and accurate reflection of the requester's conduct while a resident of Multnomah County...and is definitely not a true and accurate reflection of the subject's record with the Multnomah County Sheriff's Office.

9. If any one of the computer systems is unavailable or if unable to determine if the subject of the record is the same as the requester or if unable to determine if a "person involved" was ever arrested or charged with an offense, the request cannot be completed.

NOTE:
The deletion of the Good Conduct Letter does not conflict with an individuals right to access their own Criminal History Record Information (CHRI) as such requests are process differently and there is no fee involved.

Item to delete from current fee schedule: FINGERPRINTING

Reason:

1. This activity was discontinued several years ago due to staffing constraints. The current staffing situation is no better now than before.

2. Other agencies (both government and private) currently perform these duties.

NOTE:
This service should be reconsidered once MCSO can determine the costs of automated fingerprinting via COJIN.

Item to delete from current fee schedule: ID PHOTOS

1. This activity was discontinued several years ago due to staffing constraints. The current staffing situation is no better now than before.

2. Other agencies (both government and private) currently perform these duties.

NOTE:
This service should be reconsidered once MCSO can determine the costs of automated ID photo's via COJIN.

COMPUTER COSTS SUMMARY 09/94

Per ORS 192.440(2) "If the public record is maintained in a machine readable or electronic form, the custodian shall provide copies of the public record in the form requested, if available. If the public is not available in the form requested, it shall be made available in the form in which it is maintained. (3) The public body may establish fees reasonably calculated to reimburse it for its actual cost in making such records available including costs for summarizing, compiling or tailoring such record, either in organization or media, to meet the person's request.

The following is a summary of the information regarding computer costs which affect the proposed fee schedule.

SHERIFF'S RECORDS MANAGEMENT SYSTEM (SRMS)

ISD provided approximate CPU (central processing unit) costs, in March, 1989 for batch reports obtained through SRMS--see attachment to this report (costs are probably higher, at this point in time, however, I have been unable to confirm this as of this writing. These costs are rough estimates only, as the various searches depend upon what record types are linked to the data being queried and therefore must be "read" (i.e., name, incident, offense, arrest, vehicle, article, gun). The time and costs increase markedly for each record type linked to the data being queried.

> See the difference in time and costs for the Name Query data on the attachment between the 13 and 50 hits. The 13 hits involved NAM, INC, OFF plus ARR; the 50 hits involved only NAM, INC & OFF. If some of the hits had involved VEH or ART or GUN records, the time would have been even more markedly increased.

The length of time to receive the requested record search report is not included in these costs estimates. Depending upon system activity at the time the report is run/requested, it may be only a minute or so, or it could take 15 or more minutes for the report to print. Additionally, staff time to access the system, perform the actual query, determine the specific record needed from a multiple hits screen, etc., are not considered in these costs.

I have not requested ISD to pursue SRMS on-line costs at this time since responses to requests would be made by providing a printed report.

CORRECTIONS POPULATION MANAGEMENT SYSTEM (CPMS) & JUSTICE AUTOMATED WARRANT SYSTEM (JAWS)

ISD was not able to provide approximate costs for queries or reports through these systems because of the way they are written and how they currently function. There is no "record summary report" function available in either system. An operator must make an on-line query, "page through" the entire record and make a local print(hardcopy printout) of each screen. The time required to search for the information, page through the record and make the necessary printouts depends upon the response time, how may hits are received and how long the record is (i.e., how may screens a given record contains).

The data obtained may not be an accurate or complete record of an individual's involvement because "purges" have been made in both CPMS and JAWS. Most of the data in these two systems relate to Portland Police cases; therefore, requesters must contact the originating or arresting agency(ies) to obtain the actual case information, since MCSO's data is limited to either jail-involvement or warrant issuance/arrest information.

When these two systems are re-written as part of the integration project (SOJIS), report functions similar to those available through SRMS will be developed and included.

ALARM SYSTEM

(Have not checked to determine if computerized searches are available, however, they could be acquired via ISD programming if determined that need exists and service is not currently available).

CIVIL PROCESS SYSTEM

This system has search capabilities. It is assumed that the search times/costs are similar to those of SRMS as programs are written in "NATURAL" and the same ISD processes are utilized.

NAMLOG, CRISS & MICROFILMED RECORDS

Toward the end of 1988, Portland Police Bureau purged all of our 'CRISS" records from PPDS (Portland Police Data System). Therefore, it is no longer possible to perform a computer search of those records. The microfiche, which are supposed to include all of the records which we had entered into CRISS and still existed as of the time we stopped data entering our files into the system (04/74 - 03/81), are currently unusable because of the liability they present (i.e., many of those records have been expunged and/or sealed, but no updates to the microfiche have ever been made). For all intents and purposes, those records are no longer available EXCEPT via an off-line search provided by PPDS technicians...and these are only done in situations that meet their criteria.

The NAMLOG records are merely a printed index of most of the name information contained in our reports from the time we left CRISS (03/81) to when we began entering information into JAIN (07/82). The information is extremely limited, requires that the original report be pulled to determine the type of incident nd the person's involvement, and much of the data was entered by temporary employees.

The MICROFILMED records (old alpha cards) maintained by the LERU are of poor quality and require considerable staff time to access and use. Once the correct name is located, it is necessary for the operator to pull additional rolls of film to view the actual report.

Detention & Warrant Records MICROFILMED records are filmed in chronological order by event and several reels are generally necessary to identify records pertaining to a specific individual and/or event.

PERSONAL COMPUTERS

Data/reports maintained in personal computers are deemed "public records" and are therefore subject to disclosure. The cost involved in processing requests for this type of document should be considered comparable to those used for records maintained in "mainframe" based systems (like those mentioned previously).

RECORD COPY REQUESTS 09/94

Record copy requests may include agency reports, various applications, accident reports, law enforcement reports, law enforcement deputy file/notebook entries, administrative documents (memorandums, special orders, disclosable personnel records etc.), booking records. visitor cards, etc. The Law Enforcement Records Unit and the Detention & Warrants Records Unit provide this service on a 24-hour basis. Other Units within the Sheriff's Office perform this service Monday through Friday during normal work hours. Prior to release, each record must be reviewed in detail to ensure that the disclosure is made in compliance with statutory and procedural guidelines. Time and availability to provide these services depends on staff, copier availability and volume of request.

CURRENT FEES FOR SERVICE FROM VARIOUS AGENCIES: **

AGENCY NAME	CURRENT FEE FOR SERVICE
Multnomah County S.O.	
Clackamas County S.O.	
Washington County S.O.	
Portland P.D.	
Gresham P.D.	
Beaverton P.D.	

****NOTE:** The various jurisdictions have the reports, documents, etc. either listed separately or not listed at all.

RECOMMENDATION:

Group record copying requests as one item on the fee schedule.

Increase fee to include staffing and computer costs based on the average report length (4-5 pages)

Record Copy Requests.....$10.00

** If there is a record on file, the fee includes a copy of up to five (5) pages

** Non-refundable if no record is on file

** No charge to victims of law enforcement reports

** Should a record exceed five (5) pages an additional charge will apply for each additional page.....$2.00 per page

COSTS INVOLVED IN PROVIDING SERVICE:

Employee classification providing service: Fiscal Assistant (FA)
Sheriff's Operation Technician (SOT)
Sheriff's Operation Administrator (SOA) **

** If managerial review is required

Average cost according to the D23 (including fringe): $31,933 or $15.29 (FA)
$35,652 or $17.07 (SOT)
$53,280 or $25.52 (SOA) **

** If managerial review is required

Time it takes to perform service from start to finish: 30 minutes (FA) = $7.65
15 - 30 minutes (SOT) = $4.27 - $8.54
15 minutes (SOA) = $6.38 **

** If managerial review is required

Other costs: May include supplies (request forms, receipts, etc), computer time, officer's time (if applicable, photocopier, electricity, etc.

SEE COMPUTER COSTS SUMMARY

OTHER CONSIDERATIONS:

Law enforcement records include accident reports, incident reports, arrest reports, information reports and other related documents. Prior to release, each report must be reviewed in detail to ensure that the disclosure is made in compliance with statutory and procedural guidelines.

ACTIVITIES INVOLVED IN PROVIDING SERVICES:

1. Take initial request;
2. Locate original file place;
3. Process request-if record/document is located in LERU - then see attachment- if record/document is located within the Sheriff's Office Central Files then the Fiscal Assistant will process request as follows:
    a. locate record(s)/document(s) on index to verify place of file
    b. place of file will be one of the following areas:
        1. Central Files within the Hansen Building
        2. Sheriff's executive files located in Staff Assistants' office
        3. Building B-Hansen Building
        4. Archived at Ford Building (SEE ARCHIVE RECORD REQUEST)
        5. Archived on microfilm
    c. proceed to place of file and retrieve
    d. copy information, if not confidential,
    e. return request with information or explanation why information was not available
    f. return record(s)/document(s) to original place of file

ACTIVITIES INVOLVED FOR LERU TO PROVIDE THIS SERVICE:

Walk in/phone in requests

1. Greet requester & obtain needed information
2. Provide request document, receive request document/information
3. Query computer (by name, location, etc) and/or check file number log, etc., to identify file number and location of report
4. Locate and pull report (assuming report has been turned in to LERU) and verify same as report requested.
5. Review for disclosability (type of incident, date of incident, investigation and/or prosecution pending, confidential information contained, etc.) -- **this requires reading the entire report.**

IF OK TO DISCLOSE:

6. Explain procedures & fee requirements (check, money order, exact change, etc)
7. Collect fee & write receipt (name, address service provided, reason for service, fee collected, form of payment, received by)
8. Photocopy report, refile original and provide photocopy to requester
9. Distribute receipt copies (original to requester, pink to file, yellow to accompany payment)

IF NOT OK OR UNSURE IF OK TO DISCLOSE:

10. Explain supervisory OR District Attorney review/approval requirements
11. Advise requester of fee amount if disclosure approved and provide reviewer information (who the requester can follow-up with)
12. Photocopy initial report, attach request and forward to supervisor or unit manager

FOR SUPERVISORY/MANAGERIAL REVIEW/APPROVAL:

13. Read report in detail and
    a. Identify sections which may not be disclosed in accordance with ORS 192.500 and other statutory provisions which may apply (i.e., no juvenile information, no suspect information, etc.)
    b. Identify sections which may need to be reviewed by County Counsel and consult with Enforcement Branch Chief and/or other involved parties
14. Advise requester of action taken and/or decision, document status and refile with original report.

Mailed in requests:

1. If required fee not included, prepare form letter and return request
2. Query computer (by name, location etc.) and/or check file log to identify file number and location f report
3. If unable to locate requested report (no record, insufficient information received, etc), prepare form letter, write receipt & distribute receipt copies, return request with form letter and original receipt
4. If file number located, pull report and verify same as report requested
5. Review for disclosability

If ok to disclose:

6. Photocopy report and request, write receipt, distribute receipt copies, prepare report copies & original receipt for mailing, prepare form letter to accompany request when appropriate, refile original report with original request, forward to requester

If not ok or unsure if ok to disclose:

7. Forward request and report copy to supervisor/unit manager who will follow processes described for walk-in request reviews (items 13 & 14 above)

ARCHIVE RECORD REQUESTS

09/94

Record copy requests may include agency reports, various applications, law enforcement deputy file/notebook entries, administrative documents (memorandums, special orders, disclosable personnel records etc.), booking records, visitor cards, etc. Various units within the Sheriff's Office perform this service Monday through Friday during normal work hours. Prior to release, each record must be reviewed in detail to ensure that the disclosure is made in compliance with statutory and procedural guidelines. Time and availability to provide these services depends on staff, copier availability and volume of request. **ARCHIVED RECORDS ARE THOSE DOCUMENTS NOT ON THE PREMISES AND MUST BE RETRIEVED FROM ANOTHER LOCATION.**

CURRENT FEES FOR SERVICE FROM VARIOUS AGENCIES: **

AGENCY NAME	CURRENT FEE FOR SERVICE
Multnomah County S.O.	
Clackamas County S.O.	
Washington County S.O.	
Portland P.D.	
Gresham P.D.	
Beaverton P.D.	

****NOTE:** The various jurisdictions have the reports, documents, etc. either listed separately or not listed at all.

RECOMMENDATION:

Increase fee to include staffing time due to off-site storage of requested record.

Archive Record Request.....$13.00 for per 1/2 hour

COSTS INVOLVED IN PROVIDING SERVICE:

Employee classification providing service: Sheriff's Operation Technician (SOT)

Average cost according to the D23 (including fringe): $35,652 or $17.07 (SOT)
$25.62 (SOT) at overtime rate

Time it takes to perform service from start to finish: Actual time of project

Other costs: May include supplies (request forms, receipts, etc), computer time, officer's time (if applicable, photocopier, electricity, etc.

SEE COMPUTER COSTS SUMMARY

OTHER CONSIDERATIONS:

ACTIVITIES INVOLVED IN PROVIDING SERVICES:

ACTIVITIES INVOLVED FOR LERU TO PROVIDE THIS SERVICE:

The archive records are stored at the Ford Building. A SOT would need to go to the building and search the boxes to:

1. obtain correct file
2. document file box
3. return to office
4. copy information requested, if not confidential
5. write receipt, send out information
6. return to Ford Building
7. find file box
8. return file to box

Standard file search services are available throughout the agency and can be performed either manually or through computer query. Standard file searches are defined as no special data criteria or programming is required for search. Some MCSO units can perform these searches on a 24-hour basis, while others are performed Monday through Friday during normal work hours.

CURRENT FEES FOR SERVICE FROM VARIOUS AGENCIES:

AGENCY NAME	CURRENT FEE FOR SERVICE
Multnomah County S.O.	$50.00 per request, no time frame or other limiting factor is presently specified
Clackamas County S.O.	no fee established
Washington County S.O.	no fee established
Portland P.D.	$50.00 for tactical file searches
Gresham P.D.	no fee established
Beaverton P.D.	no fee established

RECOMMENDATION:

Reduce the current fee to more accurately reflect the amount of activity required to provide the services and the cost of computer activities.

Standard File Search..... $35.00

COSTS INVOLVED IN PROVIDING SERVICE:

Employee classification providing service:

Sheriff's Operation Technician (SOT)
Sheriff's Operation Administrator (SOA)
Office Assistant II (OA2)
Office Assistant/Senior (OA/S)
Clerical Unit Supervisor (CUS)
Operations Supervisor (OS)
Civil Process Supervisor (CPS)
Program Development Specialist/Senior (PDSS)

Average cost according to the D23 (including fringe):

$35,652 or $17.07 per hour (SOT)
$52,280 or $25.52 per hour (SOA)
$32,542 or $15.59 per hour (OA2)
$38,352 or $18.37 per hour (OA/S)
$43,269 or $20.72 per hour (CUS)
$55,290 or $26.48 per hour (OS)
$60,964 or $29.20 per hour (CPS)
$62,769 or $30.06 per hour (PDSS)

Time it takes to perform service from start to finish:
Times vary depending upon complexity of search and whether manual or computerized
Due to the wide range of possible salaries involved, it has been determined to estimate the following time frames:

1 hour = $17.07 (SOT)
1/2 hour = $12.76 (SOA)
$29.83 staff time per search

Other costs: May include supplies (request forms, receipts, printer paper, etc.), space, electricity, microfilm use, photocopier costs, etc. See Computer Cost Summary

OTHER CONSIDERATIONS:

The Portland Police Bureau is the only other local jurisdiction that specifies a "flat fee" for any type of records search ($50.00); presumably other jurisdictions would charge fees based on actual time and costs.

Processing pre-programmed computerized searches requires querying the applicable system which contains the requested MCSO records (SRMS, JAWS, CPMS, CIVIL, ALARMS) by requested parameters. If pre-programmed search screens are not available for the type of search requested, a 'CUSTOM FILE SEARCH' is required. (See CUSTOM FILE SEARCHES) Some pre-programmed computer searches "tie up" a terminal during the entire search time which prevents that terminal from being used by anyone for any other purpose.

Processing manual searches requires a staff member to virtually go through old microfilm records, old paper files, etc to determine whether or not a record was either written, or can be successfully retrieved and processed.

ACTIVITIES INVOLVED IN PROVIDING SERVICES:

Computerized Searches:

1. Greet requester & obtain needed information
2. Management review to determine appropriateness of request, priority, how request is to be processed (pre-programmed search, in-house "NATURAL" program, ISD work request, etc.).
3. Explain procedures and fee requirement
4. Collect fee, write receipt, distribute receipt copies
5. Perform search
6. Review results for disclosure limitations
7. Advise requester of completion status, arrange pickup or delivery of search results

Manual Searches:

1. Greet requester and obtain needed information
2. Clear request through appropriate chain of command
3. Explain procedures and fee requirement
4. Collect fees, write receipt, distribute receipt copies
5. Perform search
6. Review results for disclosure limitations
7. Advise requester of completion status, arrange pickup or deliver of search results

Custom file search services are available throughout the agency. Custom file searches are defined as special data criteria and programming is required for search. Custom file searches are different from standard file searches due to the more advanced parameters defined for searches.

CURRENT FEES FOR SERVICE FROM VARIOUS AGENCIES:

AGENCY NAME	CURRENT FEE FOR SERVICE
Multnomah County S.O.	$50.00 per request, no time frame or other limiting factor is presently specified
Clackamas County S.O.	no fee established
Washington County S.O.	no fee established
Portland P.D.	$50.00 for tactical file searches
Gresham P.D.	no fee established
Beaverton P.D.	no fee established

RECOMMENDATION:

Indicate fee for **custom** file searches at actual costs for programming and computer usage time.

COSTS INVOLVED IN PROVIDING SERVICE:

Employee classification providing service:
Sheriff's Operation Technician (SOT)
Sheriff's Operation Administrator (SOA)
Program Development Specialist/Senior (PDSS)
ISD staff (unknown classifications)

Average cost according to the D23 (including fringe):
$35,652 or $17.07 per hour (SOT)
$53,280 or $25.52 per hour (SOA)
$62,769 or $30.06 per hour (PDSS)
ISD staff (unknown rates)

Time it takes to perform service from start to finish: Depends on request

Other costs: May include supplies (receipts, computer paper, etc.), space, electricity, etc.
See MCC 5.10.540 for Fee for Services of Information Services Division
SEE COMPUTER COSTS SUMMARY

OTHER CONSIDERATIONS:

On occasion, MCSO staff can write a "NATURAL" program to retrieve the necessary data instead of utilizing ISD staff. Members would need to keep an accurate record of time involved to develop the program needed and the actual computer time required to run the program and obtain data.

Prior to disclosing the requested information, a review needs to be made to ensure that any non-disclosable data is eliminated (i.e., any currently pending investigatory information, etc)

ACTIVITIES INVOLVED IN PROVIDING SERVICE:

1. Receive request
2. Determine necessity for ISD involvement or if request can be processed in-house
3. Discuss "fee" possibilities
4. Write work request and forward same for internal approval
5. Forward work request to ISD for prioritizing (if needed)
6. ISD staff to write program and perform other functions as needed (if needed)
7. MCSO staff to write program, run same, provide printout of requested information, send info to Unit requesting search along with statement of fee
8. Unit member to contact requester, advise fee and availability of document
9. Write receipt and give requester document

Sheriff's Office agency and/or branch manuals or formal published reports are available to the public upon request. This service is to be provided by the Planning & Research Unit.

CURRENT FEES FOR SERVICE FROM VARIOUS AGENCIES:

AGENCY NAME	CURRENT FEE FOR SERVICE
Multnomah County S.O.	$25.00 per set $25.00 annual subscription-updates
Clackamas County S.O.	no indicated charge
Washington County S.O.	no indicated charge
Portland P.D.	no indicated charge
Gresham P.D.	no indicated charge
Beaverton P.D.	no indicated charge

RECOMMENDATION:

Increase fee for initial subscription to more accurately reflect the amount of activity required to provide the service.

subscription..... $50.00
annual updates..... $25.00

COSTS INVOLVED IN PROVIDING SERVICES:

Employee classification providing service: Fiscal Assistant (FA)
Program Development Specialist/Senior (PDSS)

Average cost according to the D23 (including fringe): $31,933 or $15.29 hour (FA)
$62,769 or $30.06 per hour (PDSS)

Time it takes to perform service from start to finish: 30 minutes (FA) = $7.65
30 minutes (PDSS) = $15.03

Other costs: May include supplies, printing costs, photocopier, binders, space, etc.

Total costs: **$22.69 for salary**
$25.00 for publication costs

OTHER CONSIDERATIONS:

ACTIVITIES INVOLVED IN PROVIDING SERVICE:

1. Receive written request with payment
2. Make determination as to availability
3. Locate manual/publication requested
4. Photocopy or order copy via print request
5. Process receipt
6. Mail requested manual/publication
7. Track billing for subscription updates

SUBROGATION LETTER SERVICES 09/94

Subrogation letter services (insurance company notifications) are provided at the Hansen Building by the Law Enforcement Records Unit (LERU) on a 24-hour basis and the Equipment Unit/Property Control Section during regular business hours to requesters when property is recovered or otherwise located. Notifications are made by phone during normal business hours or in written form at the time the property is recovered or otherwise locate after checking the computer and incident files for the subrogation information.

An average of 10 subrogation letters are received and processed per month. It takes approximately 15 -30 minutes to process each letter.

CURRENT FEES FOR SERVICE:

Multnomah County SO	$5.00 per subrogation letter
Clackamas County SO	No fee
Gresham PD	No fee
Portland PD	$10.00 per letter
Beaverton PD	No fee

RECOMMENDATIONS:

Increase the fee to include the staffing and computer costs involved in receiving and processing the subrogation letter and the costs involved in making the requested notifications.

Filing letter of subrogation $10.00

COSTS INVOLVED IN PROVIDING SERVICES:

Employee classification providing service: Sheriff's Operation Technician (SOT)
Warehouse Worker (WW)

Average cost according to the D23 (including fringe): $35,652 or $17.07 for SOT
$33,931 or $16.25 for WW

Computer Costs: See Computer Costs Report

Other costs: May include supplies (receipts, notification letter, return form letter, envelopes, postage), space, electricity, etc.

OTHER CONSIDERATIONS:

Portland Police is the only other local jurisdiction which charges a fee for filing letters of subrogation; their fee is $10.00.

The fee applies to each individual subrogation letter even though it might be for a single property item or a large number of items for the same incident.

Computer queries and updates are required for most subrogation letters. Updates may be as simple as adding the insurance company to the incident and indicating the subrogation status in the comments field or could include individual entries for each serialized property item and/or vehicle which was covered by the insurance company (which can be very extensive).

Time factors involved in providing these services depend upon the amount of information provided by the insurance company, the number of serialized items affected, types of notification requested by the insurance company, availability of Property Control staff, etc. Statistics are not currently available regarding number of notifications and/or time required to make the notifications.

ACTIVITIES INVOLVED IN PROVIDING SERVICES:

Law Enforcement Records Unit:

1. Receive subrogation letter, verify fee included; if o fee, prepare form letter and return to requesting insurance company.
2. Query computer to identify file number; if unable to locate the appropriate report, prepare form letter and return to requesting insurance company.
3. Pull report, verify that the property listed on the subrogation letter has been reported in incident report.
4. Update SRMS to reflect subrogated status, enter insurance company as a business associated; update each serialized item and/or vehicle to reflect subrogated status; record data entry activities on the subrogation letter.
5. Write receipt & distribute copies; if the subrogation letter relates to a vehicle, make a copy of the subrogation letter to attach to the Vehicle Control Report; file original subrogation letter with the original Incident/Vehicle report.
6. When property is recovered, ensure Property Control & Detectives are advised of subrogation status; file notification letter sent by Property Control.
7. Greet agent who will be picking up property, contact Property Control, direct agent to Property Control.

Equipment Unit/Property Control Section:

1. Receive recovered/found property; log, store & secure
2. Check LERU incident files for subrogation information.
3. Send owner or insurance company notification.
4. Arrange for release of property; release to appropriate party; update records.

Photograph reprinting services are available to requesters when photographs of accidents, crime scenes, victims, etc. have been taken.

Property Control is responsible for providing this service for MCSO. The unit receives 2-3 requests per month.

CURRENT FEES FOR SERVICE FROM VARIOUS AGENCIES:

AGENCY NAME	THEIR CURRENT FEE FOR SERVICE
Multnomah County SO	8x10 color print - $5.00 4x5 color print - $3.50 Black and white prints - $1.50 less
Clackamas County SO	$25.00 per set Enlargements at actual cost
Washington County SO	3x5 - $20.50 (for first print) additional at $.50 each 5x7 - $22.00 (for first print) additional at $2.00 each 8x10 - $23.00 (for first print) additional at $3.00 each 11x14 - $26.00 (for first print) additional at $6.00 each

RECOMMENDATION:

Change the current fee to more accurately reflect the cost involved.

First 4x5 reprint - $8.50
Each additional - $ .50
Other sizes - $8.00 per request, plus the actual cost of the reprints

COSTS INVOLVED IN PROVIDING SERVICE:

Employee classification providing service: Warehouse Worker

Actual cost of person currently performing the service:

For 94-95 fiscal year (including fringe): $33,931 or $16.25 per hour

Time it takes to perform service from start to finish: 1/2 hour

Other costs: (i.e., supplies, (receipts, paper, etc.) space, electricity, photocopier, etc.)

Photo reprinting charge is $.45 per print

Total cost of first print: $8.57
Total cost of each additional print: $.45

OTHER CONSIDERATIONS:

ACTIVITIES INVOLVED IN PROVIDING SERVICE:

Verifying with Law Enforcement Records Unit that payment has been made, locating the negative, walking across the street twice to photo shop (once to place the order then to pickup the order), contacting requestor.

NOTARY SERVICES 09/94

A "notarial act" or "notarization" is any act that a notary public of this state is authorized to perform, and includes taking an acknowledgment, administering an oath or affirmation, taking a verification upon oat or affirmation, witnessing or attesting a signature, certifying or attesting a copy and noting a protest of a negotiable instrument.

Notaries Public within the Sheriff's Officer perform their notarial duties at the request of the public and at the request of corrections inmates. These duties include witnessing signatures, attesting to "acknowledgements", etc.

Historically the Sheriff's Office has not charged for notarial services; however, due to change in record keeping now required, it is felt that the collection of fees for this service is justified.

Per ORS 194.164 (1) "The Secretary of State shall adopt by rule a schedule fixing the maximum fees that a notary public may charge for performing notarial acts."

OAR 160-100-400: A notary public shall not charge, attempt to charge, or receive a notary fee that is more than:

(1) $5.00 for taking an acknowledgment;
(2) $5.00 for taking a verification upon an oath or affirmation;
(3) $5.00 for certifying a copy of a document;
(4) $5.00 for witnessing or attesting a signature;
(5) $5.00 for protesting commercial paper, except a check drawn on an insolvent financial institution in which case the fee is $0.00;
(6) $1.00 for administering an oath or affirmation without a signature;
(7) $1.00 for taking a deposition, each page;
(8) $1.00 for all other notarial acts not specified in this rule.

The above fees are the MAXIMUM AMOUNT PERMITTED TO BE CHARGED.

RECOMMENDATION:

Include the above "maximum" fees in the fee schedule to more accurately reflect the staff time utilized in performing these duties:

Notary fees:

Taking an acknowledgment	$5.00
Taking a verification upon an oath or affirmation	$5.00
Certifying a copy of a document	$5.00
Witnessing or attesting a signature	$5.00
Protesting commercial paper, except a check drawn on an insolvent financial institution	$5.00
Administering an oath or affirmation, without signature	$1.00
Taking a deposition, each page	$1.00
All other notarial acts not specified above	$1.00

COSTS INVOLVED IN PROVIDING SERVICE:

Employee classification providing service:

Sheriff's Staff Assistant, Enforcement Sergeants, Corrections Sergeants, Fiscal Assistants, Sheriff's Operation Administrator, Sheriff's Operation Technician, Clerical Unit Supervisors, Office Assistant/Senior, Office Assistant II, Etc.

Average cost according to the D23 (including fringe): Unable to determine due to variety of positions held

Time it takes to perform service from start to finish: 10 - 15 minutes (average)

Other costs: Notary supplies

OTHER CONSIDERATIONS:

The recommended fees are the maximum allowed by the Secretary of State.

The Notaries Public in the employment of the Sheriff's Office normally only perform the following notary duties:

1. Take an acknowledgment
2. Take a verification upon an oath or affirmation
3. Certify a copy of a document
4. Witness or attest a signature

ACTIVITIES INVOLVED IN PROVIDING SERVICE:

1. Greet public
2. Determine that a notary is needed
3. Locate an available notary
4. Have requester fill out pertinent information in Notarial Journal
5. Verify identification of requester
6. Perform notarial act
7. Collect fee
8. Write receipt and give to requester

ACTIONS TO BE TAKEN IF FEE IS IMPLEMENTED:

1. Post/display a list of notary fees in a conspicuous location in the notary public's place of business **OR** give a copy of the notice to any person requesting a notarial act t read before having the notarial act performed.

2. Each notary working for the Sheriff's Office who has filed a statement with the Secretary of State "waiving the right to charge a notary fee will be required to notify the Secretary of State a written statement withdrawing the statement of waiver. After receiving the statement of waiver it takes approximately 10 working days for the Secretary of State to update their listing. After the listing has been updated, the notary may begin to charge a fee.

DISHONORED CHECK FEES 09/94

Fees are charged by Multnomah County Treasury to the Sheriff's Office for the cost of handling dishonored checks. It is the choice of the Sheriff's Office whether or not to charge this fee back to the original check issuer.

Three MCSO units accepted dishonored checks in fiscal year 93-94. We were not consistent in passing this cost on to the check issuers:

Unit	No. of Dishonored Checks	Amount Charged to MCSO	No. of Fees Collected
Civil Process	6	$168	None
Alarm	16	$437	8 (5 were waived, 3 are outstanding)
Concealed Weapons	14	$384	14

CURRENT FEES FOR SERVICE FROM VARIOUS AGENCIES:

AGENCY NAME	THEIR CURRENT FEE FOR SERVICE
Multnomah County SO	$25.00 ($12.50 is to cover the amount that the bank charges us, and the remaining $12.50 is to cover the county's cost)
Clackamas County SO	
Washington County SO	$15.00

RECOMMENDATION:

Keep current fee at $25.00 because of ORS (see OTHER CONSIDERATIONS below).

COSTS INVOLVED IN PROVIDING SERVICE:

Employee classification providing service: Average is a Sr. Office Assistant

Average cost according to the D23 (including fringe): $38,352 or 18.37 per hour

Time it takes to perform service from start to finish: Average 1 hour

Other costs: (i.e., supplies (receipts, paper, etc.) space, electricity, photocopier, etc.):

$12.50 bank fee

OTHER CONSIDERATIONS:

Multnomah County Treasury says that ORS states that we can't charge more than $25.00. The County lowered it's previous fee ($27.50) to $25.00 a few months ago because of this law.

ACTIVITIES INVOLVED IN PROVIDING SERVICE:

Re-depositing the check, contacting the writer if the check is dishonored again, making phone calls or writing letters, filling out paperwork to take legal action if it becomes necessary.

VIDEO TAPE REPRODUCTION 09/94

During officer stops/arrests for Driving Under the Influence of Intoxicants (DUII), a video tape of the alleged intoxicated person is recorded to be used for prosecution purposes.

Video tapes are also used in secure custody when inmates have to be taken out of the cells by physical force, hostage situations, in secure custody and in the community, and at other times when documentation may be required.

Copies of these video tapes then become evidence in the State's case. Copies of this video tape can be obtained upon request.

CURRENT FEES FOR SERVICE FROM VARIOUS AGENCIES:

AGENCY NAME	THEIR CURRENT FEE FOR SERVICE
Multnomah County SO	Ranges from $5.00 to $25.00 depending on the officer
Clackamas County SO	
Washington County SO	$39.00
Portland PD	
Gresham PD	
Beaverton PD	

RECOMMENDATION:

Include fee to include the staffing costs involved in receiving and processing requests for DUII video tape reproduction.

- DUII VIDEO TAPE REPRODUCTION..... $45.00

COSTS INVOLVED IN PROVIDING SERVICE:

Employee classification providing service: Corrections Sgt. (CS)
Deputy Sheriff (DS)
Sheriff's Operation Technician (SOT)

Average cost according to the D23 (including fringe): $75,389 or $36.11 per hr (CS)
$66,668 or $31.93 per hr (DS)
$35,280 or $17.07 per hr (SOT)

Time it takes to perform service from start to finish: 60 minutes (DS) or (CS)
30 minutes (SOT)

$34.02 = 60 minutes Deputy Sheriff or Corr. Sergeant (wages averaged)
8.54 = 30 minutes Sheriff's Operation Technician
3.00 = video tape
____ = postage (unknown cost)
total: $45.56 approximate processing fee without postage

OTHER COSTS: May include supplies (receipts), postage, space, electricity, photocopier, etc.

ADDITIONAL COST: $3.00 VHS formatted video tape

OTHER CONSIDERATIONS:

Process will only be allowed with video tape provided by the Sheriff's Office to ensure the integrity of the document provided and will only be provided upon written request. Request must include payment for service.

ACTIVITIES INVOLVED IN PROVIDING SERVICE:

1. Written request received and forwarded to Unit.
2. Officer locates appropriate video tape.
3. Video tape reproduced...original returned to Property Control.
4. Requester contacted and informed of availability and to determine if requester will pickup tape at the Hansen Building or if it should be mailed.
5. Forward request, payment and video tape to the LERU.
6. If tape is to be mailed: LERU staff will prepare receipt, video mailer envelope, Postal registered/receipt return card, photocopy original request and mail same.
7. If tape is picked-up: LERU staff will greet requester, write receipt, deliver video tape, file original request document in file.

ACTIONS THAT NEED TO BE PERFORMED IF THIS "FEE" IS APPROVED:

1. Establish internal procedures for processing these requests in Enforcement, Corrections and the LERU.

VIDEO IMAGE REPRODUCTION SERVICES 09/94

The service of providing Video Image Photo or Identification is provided by the Detention and Warrant Records Unit on 24-hour a day basis. Video images can be provided in either black and white or color reproduction as requested. Size isn't a consideration of the photo.

CURRENT FEES FOR SERVICE FROM VARIOUS AGENCIES:

AGENCY NAME	THEIR CURRENT FEE FOR SERVICE
Multnomah County SO	$5.00 for color reproduction $5.00 for black & white reproduction
Clackamas County SO	$1.00 for color reproduction $1.00 for black & white reproduction

RECOMMENDATION:

Increase the current fee to more accurately reflect the cost involved.

Video Image / Color..... $8.50
Video Image / Black & White..... $6.00

Employee classification providing service: Sheriff's Operation Technician (SOT)
Sheriff's Operation Technician Supervisor (SOTS)

Average cost according to the D23 (including fringe): $35,652 or $17.07 per hour (SOT)
$42,651 or $20.43 per hour (SOTS)
(average = $18.74 per hour)

Time it takes to perform service from start to finish:

10 - 20 minutes B/W = average 15 minutes = $4.68
15 - 25 minutes Color = average 20 minutes = $6.24

Other costs: May include supplies (receipts, printer costs, special papers), space, electricity, COJIN usage, etc.

OTHER CONSIDERATIONS:

ACTIVITIES INVOLVED IN PROVIDING SERVICES:

1. Greet customer and obtain information
2. Explain procedure and fee
3. Conduct COJIN search
4. Print Image
5. Check printer - supplies o.k.
6. Prepare receipt and collect fee
7. Give image to customer

Inmates who are written-up on major rule violations go through a "due-process" disciplinary hearing. These hearings are audio recorded by the Corrections Hearings Officer. Many times copies of the taped hearing are requested by the inmates legal counsel. The correct tape must be retrieved and reviewed to find the correct hearing requested and then must be recorded to a second tape to be given to the requestor.

The above was the only situation when audio tape is reproduced by public request...therefore, all fees are based on this process.

CURRENT FEES FOR SERVICE FROM VARIOUS AGENCIES:

AGENCY NAME	THEIR CURRENT FEE FOR SERVICE
Multnomah County SO	None
Clackamas County SO	None
Washington County SO	None
Oregon State Penitentiary	None
Oregon State Corr. Inst.	None
Columbia River Corr. Inst.	None

RECOMMENDATIONS:

Begin charging a fee, including staff costs, for the reproduction of inmate disciplinary hearing audio tape reproduction.

Include the activity performed information on the fee schedule -- not previously reflected

Audio Tape Reproduction.....$45.00

Review at later date to determine any other situations where audio tape is used.

COSTS INVOLVED IN PROVIDING SERVICES:

Employee classification providing service: CORRECTIONS HEARINGS OFFICER

Average cost according to the D23 (including fringe): $56,570 or $27.10 per hour

Time it takes to perform service from start to finish: 1.5 hours

Other costs: (i.e., supplies (receipts, paper, etc), space, electricity, photocopier, etc.)

Audio tape - $3.00

OTHER CONSIDERATIONS:

It was found that other jurisdictions either do not record these hearings or had no requests for copies.

ACTIVITIES INVOLVED IN PROVIDING SERVICE:

Staff time to locate the tape, find the appropriate hearing and then copy the hearing onto a blank tape. The average time for this process is 1/2 hours.

EXPLOSIVES PERMIT APPLICATION SERVICES 09/94

Explosive Permit Application services are provided to requesters at the Hansen Building by the Intelligence Unit staff Monday through Friday during normal business hours, except on holidays.

CURRENT FEES FOR SERVICE FROM VARIOUS AGENCIES:

AGENCY NAME	THEIR CURRENT FEE FOR SERVICE
Multnomah County SO	$10.00
Clackamas County SO	Not contacted
Washington County SO	Not contacted
Portland PD	Not contacted
Gresham PD	Not contacted
Beaverton PD	Not contacted
State Fire Marshall	$15.00

RECOMMENDATION:

Revise the fee to more accurately reflect the amount of activity required to provide the service:

Explosive permit application processing $15.00

COSTS INVOLVED IN PROVIDING SERVICE:

Employee classification providing service: Sergeant (SGT)
Office Assistant II (OA2)

Average cost according to the D23 (including fringe): $78,410 or 37.55 per hour (SGT)
$32,542 or $15.59 per hour (OA2)

Time it takes to perform service from start to finish: 15 minutes (SGT) = $9.39
30 minutes (OA2) = $7.79

Other costs: May include supplies (receipts, etc.), space, electricity, etc.

Computer costs - See Computer Costs Summary

OTHER CONSIDERATIONS:

Fees for issuance of Explosives Permits by the State Fire Marshal are specified in ORS 480.200

ACTIVITIES INVOLVED IN PROVIDING SERVICE:

1. Greet applicant
2. Review application to ensure completeness/accuracy
3. Accept monies and write receipt
4. Perform computer queries: Sheriff's Records Management System
   Corrections Population Management System
   Justice Automated Warrant System
   Portland Police Data System
   Department of Motor Vehicles
   Law Enforcement Data Systems
   National Crime Information Center/Interstate Identification Index
   Oregon Computerized Criminal History
   District Attorney's Tracking System
5. Review computer printouts
6. Confer with State Fire Marshall as needed
7. Sign application

The Second Hand Dealer Ordinance, MCC 6.80.005, provides for a $15.00 annual fee to be collected from each dealer to defray administrative costs. Second Hand Dealer Ordinance activities are performed by various units and staff in the Sheriff's Office, including Detectives, Law Enforcement Records Unit, Operations Administrative Support staff, Explorers and various other staff as time allows and the need arises.

Pawn slips are submitted to MCSO by the second hand dealers: these slips are then separated -- original slips maintained by LERU staff for further processing and the copy forwarded to the Detective Unit. Slips retained by LERU are further separated into two primary categories: those with serialized property and those without serialized property. The "serialized" items are queried through the state and national computer systems to determine if the item has been reported stolen. All "serialized" and "non-serialized" items are data-entered into the Portland PD Pawn File. The original pawn slips are then forwarded either to Detectives (if stolen) or to the Operations Administrative staff for filing.

CONSIDERATIONS:

There does not appear to be an established system for collecting these fees at the present time (although at least some of the fees have been collected in the past). At the present time, there are **no** "registered" second hand dealers in the unincorporated area of Multnomah County due the prior area annexations.

The only direct cost of the Second Hand Dealer Ordinance is the printing of the pawn slips which we provide to the second hand dealer and require them to submit to us for all property they receive. The print shop was unable to advise what the past costs have been; however, PPB's pawn slip printing is charged at roughly $20 per 1000 slips.

RECOMMENDATIONS:

No change to the current fee at this time, as there are no "registered" second hand dealers in unincorporated Multnomah County. However, if the situation changes, costs and volume should be monitored to ensure the costs of printing and providing the pawn slips is at least covered by the annual fee.

LIQUOR LICENSE APPLICATION REVIEW SERVICES 09/94

Liquor License Application Review services are provided to requesters at the Hansen Building by the Intelligence Unit staff Monday through Friday during normal business hours, except on holidays, between October and December of each year.

Temporary Liquor Licenses are provided to requesters at the Hansen Building by the Intelligence Unit staff Monday through Friday during normal business hours, except holidays.

CURRENT FEES FOR SERVICE:

Multnomah County SO -- AS SPECIFIED IN MCC 5.10.020 (as allowed by ORS 471.210)

Original Application $100.00

Change in ownership,
Change in location, or
Change in privilege $75.00

Renewal $35.00

(NOTE: MCC 5.10.020(A)(3)(b) currently reads:

Original Application $50.00

Change in ownership,
Change in location, or
Change in privilege $50.00

Renewal $50.00

However, events took place in September 1994 to revise the Multnomah County Code processing fee, as allowed by the Oregon Revised Statutes.

RECOMMENDATION:

Include the activity performed information on the fee schedule -- not previously reflected: **

Original Application..... $100.00

Change in ownership,
Change in location, or
Change in privilege..... $ 75.00

Renewal..... $ 35.00

Temporary..... $ 15.00 **

COSTS INVOLVED IN PROVIDING SERVICES:

Employee classification providing service: Office Assistant II (OA2)
Enforcement Sergeant (SGT)

Average cost according to the D23 (including fringe): $78,410 or $37.55 per hour (SGT)
$32,542 or $15.59 per hour (OA2)

Time it takes to perform service from start to finish: 1 hour (OA2) = $15.59
2.5 hours (SGT) = $93.88

Other costs: May include supplies (receipts, printer paper, etc.), space, electricity, photocopier, postage, etc. SEE COMPUTER COSTS SUMMARY

OTHER CONSIDERATIONS: Fees are within boundaries set by ORS are the maximum allowed.

ACTIVITIES INVOLVED IN PROVIDING SERVICE:

ORIGINAL APPLICATION:

1. Accept application
2. Review application to ensure completeness/accuracy
3. Accept monies, write receipt, distribute receipt
4. Prepare/update file card
5. Perform the following computer queries: Sheriff's Records Management System, Corrections Population Management System, Justice Automated Warrant System, Portland Police Data System, Department of Motor Vehicles, Law Enforcement Data System, National Crime Information Center/Interstate Identification Index, Oregon Computerized Criminal History, District Attorney's Tracking System, Assessment and Taxation System
6. Review computer printouts
7. Inspect premises
8. Approve/deny application; signed and stamped
9. Placement letter written
10. Make 10 copies of documents and forward to Board of County Commissioners
11. Appear before the Board of County Commissioners as needed
12. Forward State fee (if collected) and documentation to OLCC
13. Ensure file is complete and dates entered

CHANGE IN OWNERSHIP, LOCATION OR PRIVILEGE:
Perform 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, and 13 above

RENEWAL:
Perform 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, and 13 above

TEMPORARY APPLICATIONS:
Perform 1, 2, 3, 5, 6, and 8 above
Maintain copy of application in file

Concealed Handgun License services are provided to requesters at the Hansen Building by the Intelligence Unit staff Monday through Friday during normal business hours, except on holidays. Fingerprinting and the Gun Safety Class are provided via personal service contracts between MCSO and private individuals. Additionally, background checks are performed on individuals who purchase handguns from federally licensed gun dealers. Various processes include, but are not limited to: preparing handout informational packets, scheduling appointments, processing applications, renewals, address changes and transfers from other counties. Additionally there is fingerprinting, photographing, and background checks. Licenses can be either approved and issued, denied, or revoked. The Unit also processes court documents prohibiting the purchase/possession of firearms.

CURRENT FEES FOR SERVICE:

Multnomah County SO -- MCC 5.10.420 as allowed by ORS 166.291(5)

Concealed Handgun Lic:	New	$65.00 (includes $15.00 OSP fingerprint processing fee)
	Duplicate or Change of address	$15.00
	Renewal	$50.00 (no fingerprinting required)
	Safety Education Course	$20.00
	Dealer fee for background check	$15.00

RECOMMENDATION:

No fee changes proposed at this time; however, the possibility of approaching the legislative committee regarding fee increases in the future.

COSTS INVOLVED IN PROVIDING SERVICES:

Employee classification providing service: Enforcement Sergeant (SGT)
Deputy/Investigator (INV)
Office Assistant II (OA2)

Average cost according to the D23 (including fringe): $78,410 or $37.55 per hour (SGT)
$66,668 or $31.93 per hour (INV)
$32,542 or $15.59 per hour (OA2)

Time it takes to perform service from start to finish: .5 hrs = $18.78 (SGT)
1 hr = $31.93 (INV)
5 hrs = $77.95 (OA2)

Other costs: May include supplies (receipts, printer paper, film, laminator, fingerprint cards/ink/tape/etc.,) space electricity, photocopier, etc.
SEE COMPUTER COSTS SUMMARY
Personal services contract for fingerprinting
Personal services contract for Gun Safety Course

OTHER CONSIDERATIONS:

Fees are within the boundaries set by ORS 166.291(5) and MCC 5.10.420

ACTIVITIES INVOLVED IN PROVIDING SERVICE:

Original application:

1. Prepare informational handout packets
2. Schedule appointment for processing
3. Accept application and review to ensure accuracy/completeness
4. Accept monies, write receipt, distribute receipt
5. Fingerprint, photograph, type license, etc.
6. Data enter into LEDS as applicant
7. Perform the following computer queries: Sheriff's Records Management System, Corrections Population Management System, Justice Automated Warrant System, Portland Police Data System, Department of Motor Vehicles, Law Enforcement Data System, Oregon Computerized Criminal History, National Crime Information Center/Interstate Identification Index, District Attorney's Tracking System, Restraining Order File and Mental Health
8. Review computer printouts
9. Order police reports and judgements, as needed, and review same
10. Approve/deny application
11. Data enter into LEDS as CHL holder
12. Data enter into PC files
13. Update files, ensure completeness/accuracy
14. Arrange for pickup or mailing of CHL

ACTIVITIES INVOLVED IN PROVIDING SERVICE continued:

Renewal:
Schedule renewal appointment, then perform 2,3,4,5 (except fingerprints),7,8,9,10,11,12, and 13 above.

Duplicate or address change:
Perform 2,4,5 (except fingerprinting), 12,13,14 above.

Revocations:
1. Modify LEDS entry to reflect status change
2. Maintain documentation regarding revocation
3. Court appearance as needed

Denials:
1. Modify LEDS entry to reflect status change
2. Maintain documentation regarding denial
3. Court appearance as needed

Court ordered prohibitions:
1. Data enter information into LEDS
2. Perform the following computer queries: Sheriff's Records Management System, Corrections Population Management System, Justice Automated Warrant System, Portland Police Data System, Department of Motor Vehicles, Law Enforcement Data System, Oregon Computerized Criminal History, National Crime Information Center/Interstate Identification Index, District Attorney's Tracking System, Mental Health

Safety Education Course:
1. Accept monies, write receipt for bookkeeping purposes, distribute receipt
2. Data enter names of attenders into PC for reference
3. Provide course certificates

(NOTE: ALL OTHER ASPECTS OF THE COURSE ARE PROVIDED FOR VIA PERSONAL SERVICE CONTRACT AT THIS TIME)

Dealer background checks:
1. Receive/review gun sale documentation for completeness/accuracy
2. Collect monies, write receipt, distribute receipt
3. Perform the following computer queries: Sheriff's Records Management System, Corrections Population Management System, Justice Automated Warrant System, Portland Police Data System, Department of Motor Vehicles, Law Enforcement Data System, Oregon Computerized Criminal History, National Crime Information Center/Interstate Identification Index, District Attorney's Tracking System.
4. If no criminal records are located: File
5. If possible criminal records are located: Forward documentation/printouts to Sergeant/investigator for review/determination
6. File

The Multnomah County Alarm Ordinance Unit has 2 functions. They issue alarm permits to alarm users and handle the enforcement process of fining alarm users who have an excessive number of false alarms or who do not obtain their alarm permit as required.

MCSO administers the program for 6 cities - Portland, Gresham, Troutdale, Fairview, Wood Village and Maywood Park.

Fees are governed by MCC 7.51.020

CURRENT FEES FOR SERVICE FROM VARIOUS AGENCIES:

AGENCY NAME	THEIR CURRENT FEE FOR SERVICE	
Multnomah County SO	New alarm	$12.00 annually
	Late fee - permit	$ 25.00
	1st false alarm	No charge
	2nd/3rd False alarm	$ 50.00 each
	4th/and additional	$100.00
	Late fee - false alarm	$ 25.00
Clackamas County SO	Residential	$ 5.00
	Business	$ 10.00
	5th false alarm	$ 40.00
	thereafter	$ 40.00
	5th & thereafter for government	$100.00
Washington County SO	Alarm fee	$ 16.00
	Government users	Free
	1st false alarm	No charge
	2nd false alarm	$ 22.50 per police car responding
	3rd false alarm	$ 22.50 per police car responding
	4th false alarm	$122.50 per police car responding
	thereafter	$122.50 per police car responding

RECOMMENDATION:

Include the activity performed information on the fee schedule -- not previously reflected.

New robbery or burglary permit	$ 12.00 annually
Failure to obtain a permit within 30 days of operation	$ 25.00
2nd/3rd False alarm	$ 50.00 each
4th false alarm	$100.00
Additional	$100.00 each
Late fee (30 days delinquent)	$ 25.00

NO CHANGE IN FEE IS RECOMMENDED AT THIS TIME.

COSTS INVOLVED IN ISSUING ALARM PERMITS:

Total budget for the Alarm Ordinance Unit:	$382,968
Percent of unit activity that is processing fees	37%
Cost of processing fees:	$141,968
Estimated Alarm permit holders in Multnomah County	38,000
Cost per permit	$ 3.74

COMMENTS:

37% of work processed by the Alarm Ordinance Unit deals with the issuance of permits, plus BOEC costs which are not included in the above analysis.

COSTS INVOLVED IN PROCESSING FINES AND PROVIDING FALSE ALARM EDUCATION:

Total budget for the Alarm Ordinance	$382,968
Percent of unit activity that is processing fines and providing false alarm education	67%
Cost to the alarm unit	$241,270
plus amount transferred to the cities for alarm education	$112,000
TOTAL COST OF PROCESSING FINES AND EDUCATION	$373,270
Number of false alarms	20,490
Cost per false alarm	$ 17.24
Time per police officer response to false alarm = 15 minutes	
Average cost per quarter (1/4) hour of a deputy/officer:	$ 7.98
Estimated cost of motor pool, etc.	$ 3.00
TOTAL COST PER FALSE ALARM	$ 28.22

COMMENTS:

63% of the Alarm Ordinance Unit's tasks, plus 15 minutes for an officer/deputy's response time revolves around false alarms and their subsequent fines. Not included were personnel costs if they are at an overtime rate, or BOEC costs, so it is estimated that fine amounts probably cover all of the costs involved.

ACTIVITIES INVOLVED IN PROVIDING SERVICE:

1. Call office to request an application
2. Receive application & receipt monies
3. Review application for accuracy
4. Data enter into the Alarms System
5. Permit number issued, permit mailed, decal mailed.
6. Forward listing to alarm company
7. Data enter alarm information into the BOEC CAD System
8. Incidents where alarms have been activated are downloaded from BOEC into the ISD mainframe
9. Alarm incidents are reviewed/approved and False Alarm Statements are printed.
10. Sends out alarm suspension notices as needed
11. Failure to pay fines are tracked and pursued through the Court system
12. Renewal notifications are made 6 weeks in advance of expiration
13. Renewal application is received/monies receipted
14. Systems are updated, etc

NOTE: This is a very brief summary of processes involved. As fundamental documentation of processes involved, there is a copy of a speech attached that is very informative.

Wrecker Certificate processing services are provided to requesters at the Hansen Building by the Intelligence Unit staff Monday through Friday during normal business hours, except on holidays.

ORS 822.140 requires "local government approval" of a wrecker certificate under ORS 822.110 or for supplemental certificate under ORS 822.125. Pursuant to MCC 5.10.010(3) the Sheriff is to process an application for a Wrecker certificate only if it is properly completed and accompanied by a processing fee of $15.00. The Sheriff shall coordinate and conduct an investigation of each application and upon completion shall forward to the board of county commissioners a recommendation of approval or denial. The investigation should include (1) a check for prior arrest records of owners, on employees or violation of state statutes regulating wreckers; (2) check for prior community relations problems; (3) check with the county zoning department to see that the requirements of ORS 822.110 are met; (4) check with the county zoning department to see if the business location violates any prohibitions under ORS 822.135; (5) check with the county zoning department to see that the location meets zoning regulations of the county; and (6) check with the county department of assessment and taxation to see that there are no delinquent personal or real property taxes due and owing.

CURRENT FEES FOR SERVICE FROM VARIOUS AGENCIES:

AGENCY NAME	THEIR CURRENT FEE FOR SERVICE
Multnomah County SO	$15.00
Clackamas County SO	Not contacted
Washington County SO	Not contacted
Portland PD	Not contacted
Gresham PD	Not contacted
Beaverton PD	Not contacted

RECOMMENDATION:

Update fee schedule to reflect this service.

Wrecker Certificate Processing $15.00

COSTS INVOLVED IN PROVIDING SERVICE:

Employee classification providing service: Sergeant (SGT)
Office Assistant II (OA2)

Average cost according to the D23 (including fringe): $78,410 or 37.55 per hour (SGT)
$32,542 or $15.59 per hour (OA2)

Time it takes to perform service from start to finish: 15 minutes (SGT) = $9.39
30 minutes (OA2) = $7.79

Other costs: (i.e., supplies (receipts, paper, etc), space, electricity, photocopier, etc.):

Computer costs - See Computer Costs Summary

OTHER CONSIDERATIONS:

MCC 5.10.010, ORS 822.110, ORS 822.125, ORS 822.140

ACTIVITIES INVOLVED IN PROVIDING SERVICE:

1. Greet applicant
2. Review application to ensure completeness/accuracy
3. Accept monies and write receipt
4. Perform computer queries: Sheriff's Records Management System
   Corrections Population Management System
   Justice Automated Warrant System
   Portland Police Data System
   Department of Motor Vehicles
   Law Enforcement Data Systems
   National Crime Information Center/Interstate Identification Index
   Oregon Computerized Criminal History
   District Attorney's Tracking System
   Assessment & Taxation System
5. Review computer printouts
6. Make recommendation to the Board

AUTO DEALER CERTIFICATE PROCESSING SERVICE 09/94

Auto Dealer Certificate processing services are provided to requesters at the Hansen Building by the Intelligence Unit staff Monday through Friday during normal business hours, except on holidays.

OAR 735-150-027 indicates that an Auto Dealer Certificate or renewal of same will not occur if the applicant "has been convicted in any jurisdiction outside of the state of Oregon of any violation of that jurisdiction's statutes relating to vehicle dealers, vehicle registration, title transfers, stolen vehicles or odometer fraud or tampering within the five years preceding the date of the application".

Background investigations are therefore necessary prior to issuance or renewal of an Auto Dealer Certificate.

CURRENT FEES FOR SERVICE FROM VARIOUS AGENCIES:

AGENCY NAME	THEIR CURRENT FEE FOR SERVICE
Multnomah County SO	No fee at this time is collected
Clackamas County SO	Not contacted
Washington County SO	Not contacted
Portland PD	Not contacted
Gresham PD	Not contacted
Beaverton PD	Not contacted

RECOMMENDATION:

Update fee schedule to reflect this service.

Auto Dealer Certification Processing	new..... $15.00 renewal..... $15.00

COSTS INVOLVED IN PROVIDING SERVICE:

Employee classification providing service: Sergeant (SGT)
Office Assistant II (OA2)

Average cost according to the D23 (including fringe): $78,410 or 37.55 per hour (SGT)
$32,542 or $15.59 per hour (OA2)

Time it takes to perform service from start to finish: 15 minutes (SGT) = $9.39
30 minutes (OA2) = $7.79

Other costs: (i.e., supplies (receipts, paper, etc), space, electricity, photocopier, etc.):

Computer costs - See Computer Costs Summary

OTHER CONSIDERATIONS:

OAR 735-150-027

ORS 183.430, 802.010, 802.030, 802.370, 803.600, 803.625, 821.060, 821.080 and 822.005 through 822.080

ACTIVITIES INVOLVED IN PROVIDING SERVICE:

1. Greet applicant
2. Review application to ensure completeness/accuracy
3. Accept monies and write receipt
4. Perform computer queries:
   - Sheriff's Records Management System
   - Corrections Population Management System
   - Justice Automated Warrant System
   - Portland Police Data System
   - Department of Motor Vehicles
   - Law Enforcement Data Systems
   - National Crime Information Center/Interstate Identification Index
   - Oregon Computerized Criminal History
   - District Attorney's Tracking System
5. Review computer printouts
6. Make recommendation

The Board of County Commissioners has determined that it is necessary to regulate and eliminate certain towing practices and to insure the use of safe equipment and vehicles in order to protect the health, safety and welfare of the people of Multnomah County.

Refer to MCC 6.20 Multnomah County Towing Ordinance

Fees are set by MCC 6.20 as follows:

New application:	$45.00 per each towing vehicle owned or operated by the applicant
Renewals:	$45.00 per each towing vehicle owned or operated by the applicant
Re-application:	$35.00
Inspection:	$25.00 (for inspection of towing vehicles acquired after the license inspection

RECOMMENDATION:

No change to fees at this time.

The Board of County Commissioners has determined that it is necessary to provide for the annual licensing of adult business and adult theaters, based upon the findings of MCC 11.15.4037, and MCC 6.65, and to provide for the administration and enforcement in order to protect the health, safety, and welfare of the people of Multnomah County and the use and values of their properties.

Refer to MCC 6.65 Multnomah County Adult Bookstore and Adult Theater Ordinance

Fees are set by MCC 6.65 as follows:

Annual license	$180.00
Re-application	$35.00

RECOMMENDATION:

No change to fees at this time.

Good Conduct Letter services are provided at the Hansen Building by the Law Enforcement Records Unit staff on a 24-hour basis to requesters primarily for visa and immigration purposes.

An average of 4 requests are processed monthly. It takes approximately 15 to 30 minutes to process each request.

CURRENT FEES FOR SERVICES:

Multnomah County SO	$5.00 per letter; one individual per letter
Clackamas County SO	$2.00 per name
Gresham PD	No fee
Portland Police	$5.00 for records checks
Beaverton PD	Not contacted

RECOMMENDATIONS:

Delete process from the fee schedule. (See Summary of Changes For Proposed Fee Schedule)

COSTS INVOLVED IN PROVIDING SERVICES:

Employee classification providing service: Sheriff's Operation Technician

Average cost according to the D23 (including fringe): $35,653 or $17.07 per hour

Time it takes to perform service from start to finish: 15 - 30 minutes

Computer Costs: See Computer Costs Report

OTHER COSTS: May include supplies (receipts, Good Conduct form letter, etc.), space, electricity, etc.

OTHER CONSIDERATIONS:

Fees vary from no charge to $5.00 in other local jurisdictions. Processing requires computer queries of each of the systems which contain MCSO records (SRMS, CPMS, JAWS). If any "hits" are received, the record must be reviewed in full to determine if the subject of the record is the same as the requester AND if the information reflected is "REPORTABLE". Juvenile records and traffic arrest information has not been provided in the past, nor has any suspect information.

Information found in CPMS and JAWS is reported even if the information involved another agency (i.e., Portland Police arrest of a subject on a warrant, Gresham Police arrest and book a subject on their charges, etc.) since the record is contained in an MCSO computer system. The other agency name and case number (when available) is also provided.

MCSO records between 04/74 and 03/81 maintained in the old CRISS files have been purged by the Portland Police Bureau and are no longer available.

MCSO records between 04/81 and 06/82 are maintained on a computer printout listing only minimum information. A manual look-up of the report on microfilm records is necessary to determine the subject's association to a specific case file.

If a name "hit" is received in CPMS and/or JAWS, but the arrest and/or warrant record has been purged, it is not possible to process the record further without contacting Detention and Warrant Records or the Court to manually check additional records/files.

As a result of the above, MCSO does not maintain any computerized records prior to June, 1982. The information provided may not be a true and accurate reflection of the requester's conduct while a resident of Multnomah County...and is definitely not a true and accurate reflection of the subject's record with the Multnomah County Sheriff's Office.

If any one of the computer systems is unavailable or if unable to determine if the subject of the record is the same as the requester or if unable to determine if a "person involved" was ever arrested or charged with an offense, the request cannot be completed.

NOTE:
The Good Conduct Letter service is not the same process as an individuals right to access their own Criminal History Record Information (CHRI).

ACTIVITIES INVOLVED IN PROVIDING SERVICES:

1. Greet requester & obtain needed information
2. Explain procedures and fees requirements
3. Obtain identification, collect fee, write receipt, distribute receipt copies
4. Query each MCSO computer system (SRMS, CPMS, JAWS)
5. If no record involving requester in criminal activity (arrested person or person involved) is located, complete the Good Conduct form letter, make a photocopy and provide the original to the requester, file photocopy
6. If a record of arrest is located, advise the requester of the information and record the arrest information on the form
7. If a record of a suspected involvement in a criminal matter is located, or a possibly purged record is found, or if unable to verify that the requester is the same as the subject of a record located, advise the requester that the request cannot be completed with further manual checking of records in other offices
8. Refer the incomplete request to supervisory personnel for further review
9. After supervisory and resolution of problem, re-contact requester and arrange for pickup/delivery of letter.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 810

An ordinance amending those sections of Multnomah County Code Chapter 5.10 regarding fees for services of the Multnomah County Sheriff's Office (MCSO).

(Language in brackets []is to be deleted; underlined language is new.)

Multnomah County Ordains as follows:

Section I. Findings.

A. Multnomah County Code Chapter 5.10.005 provides, "[b]ecause of the increasing costs to Multnomah County of providing services to the public and of discharging the legal responsibilities of the county, and because of the decreased availability of general county revenue to defray costs, the Board of County Commissioners of Multnomah County, Oregon, declares it to be in the best interests of the people of the county for the fees established in the chapter to be imposed and collected by Multnomah County from the persons directly served or affected by the provision of such services and the performance of such responsibilities."

B. The Board of County Commissioners finds the policy statement announced in paragraph A above to be no less relevant and appropriate than it was when adopted in 1979.

C. In addition to the inherent home rule powers of Multnomah County to pass legislation regarding matters of local concern, the Oregon legislative assembly continues to pass legislation that permits local governments, including counties, to charge for services fees that are calculated to recover the cost of such services.

D. MCSO has completed a comprehensive review of the schedule of fees charged for services by MCSO. This ordinance implements the findings of MCSO regarding those fees.

Section II. Amendments.

Multnomah County Code Chapter 5.10.420 is amended to read as follows:

5.10.420 Fees for services of Multnomah County sheriff's office.

(1) Except as provided by section (2) of this section, the Multnomah County sheriff's office shall collect the following for providing the following documents or services:

[(A) Law enforcement reports (includes accidents, arrest, incident and related records); does not apply to requests from victims of crimes; nonrefundable; initial reports (front and back): $5.00.

[(B) Additional pages contained in reports: $1.00/page.

[(C) File search of computerized and/or manual records: $50.00.

[(D) Filing letters of subrogation: $5.00.

[(E) 8 x 10 color print: $5.00.

[(F) 4 x 5 color print: $3.50.

[(G) Black and white prints: $1.50 less than color print of the same size.

[(H) ID photos (per set): $3.00.

[(I) Fingerprinting: $6.00.

[(J) Good conduct letter: $5.00.

[(K) Administration records:

Up to 5 pages: $2.00.

Additional pages: $0.25/page.

[(L) Procedural and administrative publications: $25.00/set.

Subscription for updates: $25.00/year.]

[(M) Firearms licenses:

(1) Concealed handgun license: $38.00

(2) Duplication of concealed handgun license: $10.00.

(3) Renewal of concealed handgun license: $25.00

(4) Dealer fee for background check for purchaser of a firearm (Oregon laws 1989, chapter 839): $15.00.

(5) The sheriff's office may charge a safety and education course fee up to $25.00.

(6) The fee required under subsection (M)(4) shall be the obligation of the firearm dealer and shall be charged with respect to requests for background checks received by the sheriff on or after the effective date of Ordinance No. 646. The sheriff shall pursue all appropriate legal remedies upon a failure of a dealer to submit a required fee, but shall not refuse to conduct a background check for that reason. The fee shall be annually reviewed by the sheriff, who shall report to the board on the sufficiency of the fee to cover the costs of conducting the required checks.

[(N) Explosives permit: $10.00.

[(O) Service upon judgment debtor of court order authorizing sale of residence or homestead property: $15.00.

[(P) Mailing letter of intent to sell, levying on real property, preparing notice of judicial sale, submit notice to publication and mailing notice to judgment debtor and others as requested: $47.00.

[(Q) Post premises levied upon with notice of sale: $15.00.

[(R) Publication costs of notice of sale: At current publication rates.

[(S) Mailing expense of pre-sale notice: At current postage rates.

[(T) Posting of after-sale notice: $15.00.

[(U) Mailing of after-sale notice to judgment debtor: $4.25.

[(V) Liquor license permit: See MCC 5.10.020.

[(W) Alarm permit: See MCC 7.50.020.]

(A) Record copy request -- may include agency reports, accident reports, law enforcement reports, law enforcement deputy file/notebook entries, administrative documents (e.g. memoranda, special orders, etc.), booking records, visitors cards, etc.: $10.00.

(i) Additional pages: $2.00 per page.

(ii) If the record is on file, the fee charged under section (A) includes a copy of a document 5 or fewer pages in length.

(iii) The fee charged under section (A) is not refundable, even though the record requested is not on file or otherwise cannot be located.

(iv) The sheriff will not charge the fee as provided in section (A) to an alleged victim of a crime listed on a law enforcement record.

(B) Archive Record Request: $13.00 per 1/2 hour search time.

(C) Standard File Search: $35.00 per search.

(D) Custom File Search: Actual costs for programming and computer usage time.

(E) Administrative Procedures Manual/Publications: $50.00 per subscription; $25.00 for annual updates.

(F) Filing letter of subrogation: $10.00.

(G) Photograph reprinting, per incident/accident:

First 4x5 print:	$8.50.
Each additional print:	$ .50.
Other sizes:	$8.00 per request plus actual cost.

(H) Notary services (see, ORS 194.164(1) & OAR 160-100-400)

(1)	Taking an acknowledgment:	$5.00.
(2)	Taking a verification upon an oath or affirmation:	$5.00.
(3)	Certifying a copy of a document:	$5.00.

	(4)	Witnessing or attesting a signature:	$5.00.
	(5)	Protesting commercial paper, except a check drawn on an insolvent financial institution:	$5.00.
	(6)	Administering an oath or affirmation, without signature:	$1.00.
	(7)	Taking a deposition, each page:	$1.00.
	(8)	All other notarial acts not specified in subsections 1 through 7 above:	$1.00.
I.	Recovering costs for dishonored checks (see MCC 5.10.090): $25.00.		
J.	Tow charge reimbursement: Cost of tow		
K.	Video Imaging reproduction:		
	(1) color image:		$8.50.
	(2) black and white image:		$6.00.
L.	Video tape reproduction:		$45.00.
M.	Audio tape reproduction:		$45.00.
N.	Explosives permit approval:		$15.00.
O.	Second hand dealer fee (see MCC 6.80.040):		$15.00.
P.	Liquor license permit approval (see MCC 5.10.020):		
	(1) Original application		$100.00.
	(2) Change in ownership/location/privilege:		$75.00.
	(3) Renewal:		$35.00.
	(4) Temporary license:		$15.00.
Q.	Firearms licenses (see ORS 166.291(5))		
	(1) Concealed handgun license - new		$65.00.

(2) Concealed handgun license - duplicate or change of address: $15.00.

(3) Concealed handgun license - renewal: $50.00.

(4) Safety education course: $20.00.

(5) Dealer fee for background check: $15.00.

(6) The fee required under subsection (Q)(5) shall be the obligation of the firearm dealer and shall be charged with respect to requests for background checks received by the Sheriff on or after the effective date of Ordinance No. 646. The Sheriff shall pursue all appropriate legal remedies upon a failure of a dealer to submit a required fee, but shall not refuse to conduct a background check for that reason. The fee shall be annually reviewed by the Sheriff, who shall report to the board on the sufficiency of the fee to cover the costs of conducting the required checks.

R. Alarm permit (see MCC 7.50.020)

(1) New robbery or burglary permit: $12.00.

(2) Failure to obtain a permit within 30 days of operation: $25.00.

(3) 2nd or 3rd false alarm: $50.00 each.

(4) 4th false alarm: $100.00.

(5) Additional false alarms: $100.00 each.

(6) Late fee (30 days delinquent): $25.00.

S. Wrecker license: $15.00.

T. Auto dealer license: $15.00

U. Towing licenses: (see MCC 6.20):

(1) New license: $45.00 per towing vehicle.

	(2) Renewal:	$45.00 per towing vehicle.
	(3) Inspection:	$25.00.
	(4) Re-application:	$35.00.
V.	Adult bookstore license (see MCC 6.65):	
	(1) New license:	$180.00.
	(2) Re-application:	$ 35.00.
W.	Adult theater license (see MCC 6.65):	
	(1) New license:	$180.00.
	(2) Re-application:	$ 35.00.
X.	Civil Process fees (see ORS 21.410; 23.360(2)):	
	(1) Service upon judgment debtor of court order authorizing sale of residence or property homestead:	$20.00.
	(2) Mailing letter of intent to sell, levying on real property, preparing notice of judicial sale, submit notice to publication and mailing notice to judgment debtor and others as requested:	$131.00.
	(3) Seizure and sale of personal property:	$130.00.
	(4) Service of notice process:	$ 20.00.
	(5) Enforcement of other writs:	$ 47.00.
	(6) Service of provisional process order:	$ 47.00.
	(7) Processing distraint warrant:	$ 6.25.
	(8) Eviction:	$ 47.00.
	(9) Delivery of writ of garnishment:	$ 9.50.
	(10) Posting premises levied upon with notice of sale:	$ 20.00.

(11) Publication of Notice of Sale: at current publication rate.

(12) Mailing of pre-sale notice: at current postage rate.

(13) Posting of after-sale notice: $ 5.00.

(14) Mailing of after-sale notice to judgment debtor. $ 4.25.

(2) Notwithstanding the provisions of section (1) of this section, the Sheriff may furnish any service or copy of a public record of the Sheriff's office without charge or at a substantially reduced fee if the Sheriff determines that the waiver or reduction of fees is in the public interest because making the service or record available primarily benefits the general public. (See, ORS 192.440(4)).

ADOPTED this 19th day of January, 1995, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

(SEAL)

for Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:

Lawrence Kressel, County Counsel
For Multnomah County, Oregon

By _____
Jacqueline Weber

Multnomah County

Department of Environmental Services

Multnomah County 1994-98 Transportation Capital Improvement Plan and Program

January 1995

Prepared by

Multnomah County

Transportation Division

Planning & Program Development Section

Multnomah County 1994-1998 Transportation Capital Improvement Plan and Program

The 1994-1998 Multnomah County Transportation Capital Improvement Plan and Program signifies a change in preparation of the Transportation Capital Improvement Plan and Program (TCIP). In the past, the TCIP has focused on road improvements which may include bicycle and pedestrian facilities, and a separate Bikeway CIP that focused only on bikeway projects. The Willamette River Bridge Capital Improvement Plan and Program was also published separately. This TCIP integrates roadway, bikeway, bridge and Willamette River Bridges capital improvements and adds a new Pedestrian CIP in one document.

The format for the 1994-1998 TCIP is to evaluate transportation needs for each of the four categories, as follows:

1. 1994-1998 Roadway Capital Improvement Plan and Program

2. 1994-1998 Bikeway Capital Improvement Plan and Program

3. 1994-1998 Sidewalk Capital Improvement Plan and Program

4. 20 Year 1995-2014 Capital Improvement Plan and Program for the Willamette River Bridges

The Transportation Capital Improvement Program will also schedule three types of projects in this document. Further, 1994 marked two significant milestones for the Transportation Division. First, the City of Portland completed annexation of the mid-Multnomah County area. This annexation will result in transferring 50 miles of roads to the city of Portland. Second, Multnomah County is working with the cities of Wood Village, Fairview, Troutdale and Gresham to transfer many local roads to the cities. Multnomah County will retain the regional road network outside of Portland.

Discussions regarding the transfer of East Multnomah County roads are taking place as this document was prepared. Therefore, a preliminary list of roads to be transferred has been identified. Transfer of these roads is expected to take place in 1995. Those projects identified in the projects section that are targeted for transfer have been identified by designating the Primary Jurisdiction as the city that will be assuming responsibility.

Multnomah County
1994-1998 Transportation
Capital Improvement Plan and Program

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ROADWAY CAPITAL IMPROVEMENT PLAN

Multnomah County 1994-1998 Roadway Capital Improvement Plan

Multnomah County Transportation Division has instituted a capital improvement planning process consistent with guidelines established in the County Comprehensive Framework Plan: Trafficways Policy #32 regarding capital funding of County transportation projects. The Capital Improvement Plan establishes a priority list of road and road-related improvements deemed necessary to enhance and maintain the County road system at acceptable levels.

The goal of the Comprehensive Plan is to:

> Promote and enhance a balanced transportation system that encourages economic development, increases public safety, allows for efficient transportation movement, and protects the quality of neighborhoods and communities through the best possible use of available funds.

The Capital Improvement Plan (CIP) inventories the extent of future transportation capital costs, and precedes the Transportation Capital Improvement Program (TCIP) which allocates revenue by priority of need. The TCIP uses objective criteria to evaluate and give priority to road, bike, bridge and pedestrian improvements from the array of potential projects. The TCIP implements the CIP by assigning available revenues to the highest ranked projects. The TCIP is addressed as under its own section in this document.

Project Identification

Transportation Division uses several means of identifying transportation improvement projects. Internal sources of information include: (1) high accident locations, (2) the Pavement Management Program, and (3) the Transportation Plan. These sources identify road segments, intersections, and structures on the County road system that are hazardous or congested, or in need of reconstruction.

The following external sources were also consulted to identify potential projects:

- Input from concerned citizens, neighborhood and community associations was heard at five public meetings.
- One of these public meetings was held jointly with the cities of Fairview, Troutdale, and Wood Village.
- Two public meetings were held jointly with the City of Gresham.
- Two meetings were held in rural areas of Multnomah County.

- Each city in the county was asked to consider and identify potential projects in county road rights-of-way.

Other sources of information included:

- The 1992-96 Capital Improvement Plan and Program;
- The county report of 1994-95 Engineering Projects;
- The Functional Classification of Trafficways; and
- Multnomah County Master Road List.
- Metro's Traffic Forecast Model

Project Evaluation Methodology

Each potential project was evaluated and ranked using the Project Evaluation Framework (see Appendix I). The framework uses ten different evaluation criteria utilizing 45 pieces of information for each candidate project. The criteria includes existing roadway conditions, traffic congestion and levels of service, and safety. Appendix I displays the Project Evaluation Framework. Appendix II identifies the types of background data collected for each project.

Transportation Projects are ranked and priorities are established using a scoring system for each classification of facility. The point system uses base points plus bonus points (see Appendix III). For example, if a candidate project meets either an immediate or short term need, it will be designated respectively Priority 1 or Priority 2, through the assignment of project base points. A project that deals with a long term need will be classified Priority 3 and assigned a base score of zero.

After base points have been assigned to each project, bonus points are awarded when certain conditions exist (transit route, bike route, etc.) Bonus points are used to rank projects within each priority and classification of project (road, bikeway, pedestrian).

The highest ranking projects designated Priority 1 have the most immediate need for implementation. Priority 1 projects require attention within the first two years of the five year capital program. Priority 2 projects are also necessary but require no immediate resolution. Resources remaining after completing Priority 1 projects will be allocated towards Priority 2 projects for construction during the program period, generally in years 3-5. Priority 3 projects have no immediate need but will be re-evaluated after Priority 1 and Priority 2 projects have been constructed, in future updates of the CIP.

Willamette River Bridge ranking methodology is explained in the Project Rating Criteria chapter of the Capital Improvement Plan and Program for the Willamette River Bridges section.

Project Report

The Capital Improvement Projects list includes all potential projects in rank order within their project category (arterial streets, collector streets, local streets, bridges*, and signals). Total points assigned, project descriptions, and cost estimates are displayed for each project.

This list of future transportation projects is the result of the County's CIP process. The CIP will be reviewed and recommended by the East Multnomah County Transportation Committee (EMCTC), and approved by Board of County Commissioners (BCC). It will then be used by the Transportation Division in the preparation of the Transportation Capital Improvement Program, and the annual Transportation Division budget.

The CIP Update Process

The Multnomah County CIP process is a continuous and open process, allowing citizen input annually. The County road system is dynamic, changing in response to land use decisions and infrastructure life cycles. Consequently, the Capital Improvement Plan and Program must be reconsidered and revised on a regular basis.

Public meetings are held in the various communities to solicit public input regarding transportation needs. Project proposals are also solicited from each of the cities. The list of projects is reviewed and revised before being transmitted to EMCTC for review, and approval by the BCC.

The Capital Improvement Plan will be reviewed by staff on an annual basis. A full update process involving all interested parties will be scheduled every two years. The annual review and the biennial updates ensure that limited resources for capital projects will be efficiently allocated to the most critical capital needs. (Appendix IV illustrates the Roadway CIP process.)

*Non-Willamette River Bridges

INFORMATION FORMAT

The Capital Improvement Projects Report organizes potential future capital improvement projects by category: Arterial, Collectors and Local Streets, Bridges, and Signals, and by priority: 1, 2, and 3. Projects are organized within each category by priority and displayed in descending order of points assigned (base priority plus bonus points).

The information provided describes each project and ranks projects by relative importance. Project descriptors include the following:

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: ARTERIAL PRIORITY: 2			Existing			New			TOTAL COST
PROJECT NAME	MAP NUMBER		LANES	SIGNS	LIGHTS	LANES	SIGNS	LIGHTS	ROW COST
TOTAL FROM	PROJECT SOURCE	PRIM JURIS	ROW W	SIGNAL	STRPNG	ROW W	SIGNAL	STRPNG	CONST COST
PTS TO	PRIM ST CLASSIF	LOCAL JUR1	PVT W	SIDEWK	TRNLN	PVT W	SIDEWK	TRNLN	MULT SHARE
	2NDY ST CLASSIF	LOCAL JUR2	DRAIN	BIKE	INTIMP	DRAIN	BIKE	INTIMP	FED'L SHARE

Category - All projects are categorized into one of five types of projects: Arterial Street, Collector Street, Local Street, Bridges, and Signals.

Priority - There are three priorities of projects. Priority 1 projects should be constructed within the first two years of the five year program period. Priority 2 projects should be constructed between the third and the fifth years of the five year program period. Priority 3 projects can be deferred beyond the current five year program period.

Project Name - The name of the project is taken from the street segment or intersection location proposed for construction or reconstruction.

Total Points - The sum total of base points plus bonus points awarded to each project. The "Total Points" score establishes the projects rank order within each category. Projects with the highest point total have the greatest need.

From - To (Street Names) - The termini are identified for each road segment project. For intersection projects, 200 feet of each leg of the intersection is the assumed project boundary.

Map Number - A 3-digit number was assigned to each project. Refer to the CIP map for the location of each project which is referenced by a map number.

Project Source - The source of information which initially identified the need for the project.

Primary Street Classification - The highest classified street segment (Arterial, Collector, Local) within the project limits.

Secondary Street Classification - The second highest classified street segment within the project limits.

Primary Jurisdiction - Identifies the jurisdiction(s) having responsibility for project implementation.

Local Jurisdiction 1 - Identifies the jurisdiction within which the majority of the project is located, if other than unincorporated Multnomah County.

Local Jurisdiction 2 - Identifies other local jurisdictions within which part of the project is located.

Existing Lanes/New Lanes - Indicates the current and standard number of travel and turning lanes for the road segment or intersection leg.

Existing Right-of-Way/New Right-of-Way - Indicates the current and standard width of County road right-of-way, in feet for the road segment or intersection leg.

Existing Pavement/New Pavement - Indicates the current and standard pavement width in feet from curb-to-curb or road-edge to road-edge.

Existing Drainage/New Drainage - Indicates current and proposed storm sewer facilities: ditches, sumps, or culvert types of storm water drainage facilities.

Existing Signs/New Sign(s) - Indicates proposed replacement signs, or additional new signs.

Existing Signal/New Signal - A traffic signal exists, or a new signal is proposed as part of the project, either a signal upgrade or the installation of a signal at a new location.

Existing Sidewalk/New Sidewalk - Indicates sidewalks currently exist, or a new or replacement sidewalk will be constructed.

Existing Bikeway/New Bikeway - Indicates either a bike route or bike lanes exist, or a bikeway will be installed as part of the project.

Existing Lights/New Lights - Indicates street lighting exists, or new or replacement street lighting will be installed.

Existing Striping/New Striping - Indicates striping exists, or new or replacement striping will be installed.

Existing Turn Lane/New Turn Lane - Indicates turning lanes exist, or new or replacement turn lanes will be installed.

Existing/New Intersection Improvement - Indicates modification to an existing intersection such as realignment, adding turn lanes, upgrading signals, or widening pavement.

Total Cost - The sum of estimated Right-of-Way and Construction Costs.

Right-of-Way Cost - The estimated cost for the purchase of required additional right-of-way.

Construction Cost - The sum of estimated project construction costs.

Multnomah County Share - Committed or potential revenue from County revenue sources.

Federal Share - Committed or potential revenue derived from Federal and/or State government revenue sources.

MULTNOMAH COUNTY 1994-98 TRANSPORTATION CAPITAL IMPROVEMENT PLAN
INDEX OF CAPITAL PROJECTS

STREET NAME	FROM	TO	CATEGORY	PRIORITY	POINTS	MAP#
Arata Rd	223rd Ave	238th Dr	Collector	2	222	430
Barbara Welch Rd	City Limit	County Line	Collector	3	16	330
Bull Run St	Burnside Rd	257th Ave	Collector	1	314	521
Burnside Rd/3rd St			Signal	1	432	545
Burnside Rd/242nd Dr			Signal	1	413	559
Butler Rd	190th Ave	Regner Rd	Collector	3	24	300
Butler Rd/209th Ave			Signal	2	209	556
Butler Rd/Regner Rd			Signal	3	9	555
Butler Rd/Rodlin Rd			Signal	3	19	353
Chase Rd	Orient Dr	282nd Ave	Collector	3	18	532
Cherry Park Rd	242nd Dr	257th Ave	Arterial	1	413	402
Clatsop St	Barbara Welch Rd	162 Ave	Collector	3	6	301
Cochran Dr	1375' E of 257th Ave	Troutdale Rd	Collector	2	226	431
Columbia River Hwy	Halsey St	244th Ave	Collector	2	209	441
Corbett Hill Rd	1200' S of I-84	2200' S of I-84	Arterial	1	415	601
Cornelius Pass Rd	Mile Post 2	3550' N of Skyline Blvd	Arterial	2	308	104
Cornelius Pass Rd	Mile Post 2	Highway 30	Arterial	3	9	100
Cornelius Pass Rd	County Line	Skyline Blvd	Arterial	3	8	101
Crown Pt Hwy/Corbett Hill	Intersection Improvement		Collector	2	219	602
Division Dr	268th Ave	Troutdale Rd	Arterial	3	20	529
Division Dr/Troutdale Rd			Signal	2	299	557
Division St	257th Ave	268th Ave	Arterial	3	11	533
Division St	198th Ave	Wallula Ave	Arterial	3	8	561
Glisan St	202nd Ave	207th Ave	Arterial	2	334	407
Glisan St	223rd Ave	242nd Dr	Arterial	2	321	403
Glisan St/172nd Ave			Signal	1	424	257
Glisan St/188th Ave			Signal	2	329	259
Glisan St/192nd Ave			Signal	2	324	260
Gordon Creek Rd	Mile Post 0	Mile Post 6.8	Collector	1	319	600
Halsey St	207th Ave	223rd Ave	Arterial	1	446	404
Halsey St	190thAve	207th Ave	Arterial	1	430	200
Halsey St	223rd Ave	238th Dr	Arterial	3	47	405
Halsey St	238th Dr	Columbia River Hwy	Arterial	3	40	406
Halsey St/172nd Ave			Signal	3	38	254
Halsey St/201st Ave			Signal	1	422	251
Halsey St/223rd Ave			Signal	1	433	454
Halsey St/238th Ave			Signal	1	429	451
Heiney Rd	Tegart Ave	17th Ave	Collector	3	32	332
Heiney Rd	17th St	18th Ct	Collector	3	31	305
Heiney Rd	190th Ave	Tegart Ave	Collector	3	22	304
Hensley Rd	262nd Ave	Troutdale Rd	Collector	1	310	440
Hensley Rd	257th Ave	262nd Ave	Collector	1	310	433
Hillyard Rd	252nd Ave	267th Ave	Collector	3	7	534
Jenne Rd	2050' NE of Foster	800' S of Powell	Arterial	1	416	306
Main St	174th Ave	182nd Ave	Collector	3	16	202
Orient Dr	257th Ave	267th Ave	Arterial	2	331	500
Orient Dr	267th Ave	Gresham City Limit	Collector	3	25	520
Orient Dr/257th Ave			Signal	1	414	554
Orient Dr/262nd Ave			Signal	3	4	553
Orient Dr/267th Ave			Signal	3	19	552

MULTNOMAH COUNTY 1994-98 TRANSPORTATION CAPITAL IMPROVEMENT PLAN
INDEX OF CAPITAL PROJECTS

STREET NAME	FROM	TO	CATEGORY	PRIORITY	POINTS	MAP#
Palmquist Rd	242nd Ave	Mt Hood Hwy	Arterial	2	322	502
Palmquist Rd	Roberts Ave	242nd Ave	Collector	3	15	501
Powell Blvd/Walters Rd			Signal	1	420	562
Powell Valley Rd	Burnside Rd	257th Ave	Arterial	1	420	504
Powell Valley Rd	Barnes Rd	Troutdale Rd	Collector	3	24	505
Powell Valley Rd	257th Ave	Barnes Rd	Collector	3	21	503
Powell Valley Rd/257th Ave			Signal	1	409	551
Regner Rd	Roberts Ave	Butler Rd	Collector	2	224	506
Regner Rd	Butler Rd	County Line	Collector	2	217	536
Rocky Point Rd	Mile Post 1.5	Mile Post 1.6	Local	2	114	120
Salquist Rd	262nd Ave	282nd Ave	Collector	3	14	537
Sauvie Island Rd	Bridge	Reeder Rd	Collector	3	15	121
Stark St	257th Ave	Troutdale Rd	Arterial	1	441	409
Stark St/Troutdale Rd			Signal	1	433	459
Sweetbriar Rd	Troutdale Rd	Conrad Rd	Local	2	112	442
Troutdale Rd	Strebin Rd	Stark St	Collector	1	319	434
Troutdale Rd	Stark St	1700' N of Stark St	Collector	2	210	410
Troutdale Rd	19th St	Cherry Park Rd	Collector	3	6	435
Walters Rd	Blain Ave	7th St	Collector	3	7	538
Welch Rd	267th Ave	282nd Ave	Collector	3	17	539
Yamhill St	190th Ave	197th Ave	Collector	3	13	203
162nd Ave	RR Bridge at I-84		Bridge	2	309	238
162nd Ave	Glisan St	Halsey St	Arterial	1	411	206
162nd Ave	Halsey St	I-84	Arterial	3	12	208
162nd Ave/Main St			Signal	2	319	256
162nd Ave/Stark St			Signal	1	400	271
169th Ave	Halsey St	Wilkes Rd	Collector	3	16	232
172nd Ave/Foster Rd			Signal	1	402	358
185th Ave	Sandy Blvd	City Boundary	Collector	2	222	234
185th Ave	RR Bridge at 750' N of Sandy Blvd		Bridge	2	221	241
190th Ave	Stark St	2400' S of Yamhill St	Collector	1	318	220
190th Ave	Butler Rd	Highland Dr	Arterial	2	307	309
190th Ave	Powell Loop Rd	Heiney Rd	Collector	2	205	362
201st Ave	Halsey St	Sandy Blvd	Collector	1	323	235
201st Ave	RR Bridge at I-84		Bridge	1	321	237
201st Ave	Glisan St	Halsey St	Collector	1	314	240
202nd Ave	Stark St	Glisan St	Collector	1	311	210
202nd Ave	Stark St	Division St	Collector	3	33	242
202nd Ave	Burnside Rd	Stark St	Collector	3	24	236
202nd Ave	Division St	Powell Blvd	Collector	3	11	310
207th Ave Connector	Halsey St	Glisan St/207th Ave	Arterial	1	431	421
209th Ave	Butler Rd	Heiney Rd	Collector	3	7	508
212th Ave	15th St	Burnside Rd	Collector	3	28	412
212th Ave	Burnside Rd	Stark St	Collector	3	16	411
212th Ave	Division St	Burnside Rd	Collector	3	8	460
223rd Ave	Glisan St	Halsey St	Arterial	1	423	423
223rd Ave	RR Bridge at 2000' N of I-84		Bridge	2	221	439
223rd Ave	RR Bridge at I-84		Bridge	2	219	438
223rd Ave	Sandy Blvd	Marine Dr	Collector	2	235	415
223rd Ave	Halsey St	Sandy Blvd	Collector	2	219	414

MULTNOMAH COUNTY 1994-98 TRANSPORTATION CAPITAL IMPROVEMENT PLAN
INDEX OF CAPITAL PROJECTS

STREET NAME	FROM	TO	CATEGORY	PRIORITY	POINTS	MAP#
235th Ave	Division St	Stark St	Collector	3	14	416
242nd Ave	Powell Blvd	Burnside Rd	Arterial	1	419	509
242nd Ave	Palmquist Rd	Powell Blvd	Arterial	2	312	510
242nd Ave Connector	Glisan St	Sandy Blvd	Arterial	3	18	425
257th Ave	Bull Run Rd	Division St	Arterial	1	429	512
257th Ave	Powell Valley Rd	Bull Run Rd	Arterial	1	401	513
257th Ave	Orient Dr	Powell Valley Rd	Arterial	2	315	514
257th Ave/Bull Run Rd			Signal	2	322	558
257th Ave/MHCC Entrance			Signal	3	49	452
262nd Ave	Hensley Rd	Cherry Park Rd	Collector	3	16	437
262nd Ave	Powell Valley Rd	267th Ave	Collector	3	9	531
267th Ave	Powell Valley Rd	Division Dr	Collector	3	19	530
268th Ave	Powell Valley Rd	Division Dr	Collector	3	18	540
282nd Ave	Powell Valley Rd	Orient Dr	Collector	3	27	542
8th St	La Mesa Court	Division Dr	Collector	3	15	541

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: ARTERIAL PRIORITY: 1

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES ROW W PVT W DRAIN	Existing SIGNS SIGNAL SIDEWK BIKE	Existing LIGHTS STRPNG TRNLN INTIMP	New LANES ROW W PVT W DRAIN	New SIGNS SIGNAL SIDEWK BIKE	New LIGHTS STRPNG TRNLN INTIMP	TOTAL COST ROW COST CONST COST MULT SHARE FED'L SHARE
										1,350,000
	NE Halsey St	404		2	yes	no	3/5	yes	yes	$0
446	207th Ave	MC/Frvw	MULT_CO	80	yes	yes	80	yes	yes	1,350,000
	223rd Ave	ART,Minor	Fairview	20	no	no	66	yes	yes	1,350,000
				ditch	no	---	storm	yes	yes	$0
										1,430,000
	Stark St	409		5/2	yes	no	5	yes	yes	$0
441	257th Ave (Kane Dr)	Mult Co.	MULT_CO	60-80	yes	yes	90	yes	yes	1,430,000
	Troutdale Rd	ART,Major	Troutdale	34	no	yes	66	yes	yes	1,430,000
			Gresham	ditch	no	---	storm	yes	yes	$0
										7,720,000
	207th Ave Connector	421		0	no	no	5	yes	yes	3,260,000
431	Halsey St	MC/Frvw	MULT_CO	0	no	no	90	yes	yes	4,460,000
	Glisan St/207th Ave/	ART,Minor	Fairview	0	no	no	66	yes	yes	5,983,603
				n/a	no	no	storm	yes	yes	1,736,397
										2,700,000
	NE Halsey St	200		2	yes	no	3/5	yes	yes	$0
430	190th Ave	MC/Grshm	MULT_CO	60-90	no	yes	80-90	yes	yes	2,700,000
	207th Ave	ART,Minor	Gresham	20	no	no	66	yes	yes	2,700,000
				ditch	no	---	storm	yes	yes	$0
										1,245,000
	257th Ave	512		4/2	yes	no	5	yes	yes	$0
429	Bull Run Rd	MC/Grshm	MULT_CO	90	yes	yes	90	yes	yes	1,245,000
	Division St	ART,Major	Gresham	20	no	yes	66	yes	yes	1,245,000
				ditch	no	---	storm	yes	yes	$0

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: ARTERIAL PRIORITY: 1

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES ROW W PVT W DRAIN	Existing SIGNS SIGNAL SIDEWK BIKE	Existing LIGHTS STRPNG TRNLN INTIMP	New LANES ROW W PVT W DRAIN	New SIGNS SIGNAL SIDEWK BIKE	New LIGHTS STRPNG TRNLN INTIMP	TOTAL COST / ROW COST / CONST COST / MULT SHARE / FED'L SHARE
										1,540,000
	223rd Ave	423		2/3	yes	no	3-5	yes	yes	$385,000
423	Glisan St	Fairview	MULT_CO	50	yes	yes	80	yes	yes	1,155,000
	Halsey St	ART,Minor	Fairview	26	no	no	66	yes	yes	1,540,000
			Wd Village	ditch	no	---	storm	yes	yes	$0
										1,160,000
	Powell Valley Rd	504		4/2	yes	no	5	yes	yes	$280,000
420	Burnside rd	Mult Co.	MULT_CO	60	yes	yes	80	yes	yes	$880,000
	Kane Rd (257th Ave)	ART,Minor	Gresham	24-38	no	yes	66	yes	yes	1,160,000
				ditch	yes	---	storm	yes	yes	$0
										1,255,000
	242nd Ave	509		2	yes	yes	5	yes	yes	$330,000
419	Powell Blvd	Mult Co.	MULT_CO	60	yes	yes	90	yes	yes	$925,000
	Burnside Rd	ART,Major	Gresham	44	no	yes	72	yes	yes	1,255,000
				storm	no	---	storm	yes	yes	$0
										1,900,000
	Jenne Rd	306		2	yes	no	2/rea	yes	no	$470,000
416	2050' NE of Foster	Mult Co.	MULT_CO	50	no	yes	60	no	yes	1,430,000
	800' S of Powell	ART,Rural	Portland	20	no	no	44	yes	no	1,900,000
			Rural/Urb	ditch	no	---	storm	yes	no	$0
										$520,000
	Corbett Hill Rd	601		2	yes	no	2/rea	yes	no	$35,000
415	1200' S of I-84	Mult Co.	MULT_CO	60	no	yes	60	no	yes	$485,000
	2200' S of I-84	ART,Rural		22	no	no	50	no	no	$520,000
				ditch	no	no	ditch	no	no	$0

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: ARTERIAL PRIORITY: 1

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES / ROW W / PVT W / DRAIN	Existing SIGNS / SIGNAL / SIDEWK / BIKE	Existing LIGHTS / STRPNG / TRNLN / INTIMP	New LANES / ROW W / PVT W / DRAIN	New SIGNS / SIGNAL / SIDEWK / BIKE	New LIGHTS / STRPNG / TRNLN / INTIMP	TOTAL COST ROW COST / CONST COST / MULT FED'L SHARE
										2,420,000
	Cherry Park Rd	402		2	yes	yes	5	yes	yes	$440,000
413	242nd Dr (Hogan Ave)	Mult Co.	MULT_CO	40-60	yes	yes	80	yes	yes	1,980,000
	257th Ave (Kane Rd)	ART,Minor	Troutdale	32-20	yes	yes	66	yes	yes	2,420,000
				storm	no	no	storm	yes	yes	$0
										1,780,000
	162nd Ave	206		3/2/5	yes	no	5	yes	yes	$440,000
411	Glisan St	Mult Co.	MULT_CO	50-90	yes	yes	80-90	yes	yes	1,340,000
	Halsey St	ART,Minor	Gresham	22	no	yes	48-66	yes	yes	1,780,000
				ditch	no	---	sm/st	yes	yes	$0
										1,235,000
	257th Avenue	513		2	yes	no	5	yes	yes	$265,000
401	Powell Valley Road	Mult Co.	MULT_CO	50	yes	yes	80	yes	yes	$970,000
	Bull Run Road	ART,Major	Gresham	20	no	no	66	yes	yes	1,235,000
				ditch	no	---	storm	yes	yes	$0

Total Right-of-Way Cost: $5,905,000 Total Construction Cost: $20,350,000 Federal Share: $1,736,397 County Share: $24,518,603

TOTAL ARTERIAL PRIORITY 1: $26,255,000

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: ARTERIAL PRIORITY: 2

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES / ROW W / PVT W / DRAIN	Existing SIGNS / SIGNAL / SIDEWK / BIKE	Existing LIGHTS / STRPNG / TRNLN / INTIMP	New LANES / ROW W / PVT W / DRAIN	New SIGNS / SIGNAL / SIDEWK / BIKE	New LIGHTS / STRPNG / TRNLN / INTIMP	TOTAL COST / ROW COST / CONST COST / MULT SHARE / FED'L SHARE
										2,200,000
	NE Glisan St	407		2	yes	no	5	yes	yes	$0
334	202nd Ave	MC/Frvw	MULT_CO	80	no	yes	80	yes	yes	2,200,000
	207th Ave	ART,Major	Fairview	24	no	yes	66	yes	yes	2,200,000
				ditch	no	---	storm	yes	yes	$0
										2,345,000
	Orient Dr	500		2	yes	no	5	yes	yes	$330,000
331	Kane Rd (257th Ave)	Mult Co.	MULT_CO	60	no	yes	80	yes	yes	2,015,000
	Anderson (267th) Rd	ART,Minor	Gresham	30	no	no	66	yes	yes	2,345,000
				ditch	no	--	storm	yes	yes	$0
										2,060,000
	Palmquist Rd	502		2	yes	no	5	yes	yes	$440,000
322	242nd (Hogan) Dr	Mult Co.	Gresham	50	yes	yes	80	yes	yes	1,620,000
	Mt. Hood Hwy	ART,Minor	MultCo	20	no	no	66	yes	yes	2,060,000
				ditch	no	---	storm	yes	yes	$0
										3,250,000
	NE Glisan St	403		2	yes	no	5	yes	yes	$830,000
321	223rd Ave	MC/Frvw	MULT_CO	60	yes	yes	90	yes	yes	2,420,000
	242nd Dr	ART,Major	Wd Village	20-35	no	no	66	yes	yes	3,250,000
			Fairview	ditch	no	---	storm	yes	yes	$0
										1,045,000
	257th Ave	514		2	yes	no	5	yes	yes	$230,000
315	Orient Dr	Mult Co.	MULT_CO	50	no	yes	80	yes	yes	$815,000
	Powell Valley Rd	ART,Minor	Gresham	22	no	no	66	yes	yes	1,045,000
				ditch	no	---	storm	yes	yes	$0

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: ARTERIAL PRIORITY: 2

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES / ROW W / PVT W / DRAIN	Existing SIGNS / SIGNAL / SIDEWK / BIKE	Existing LIGHTS / STRPNG / TRNLN / INTIMP	New LANES / ROW W / PVT W / DRAIN	New SIGNS / SIGNAL / SIDEWK / BIKE	New LIGHTS / STRPNG / TRNLN / INTIMP	TOTAL COST ROW COST / CONST COST / MULT SHARE / FED'L SHARE
										2,390,000
	242nd Ave	510		2	yes	no	5	yes	yes	$520,000
312	Palmquist Rd	Mult Co.	MULT_CO	50	yes	yes	90	yes	yes	1,870,000
	Powell Blvd	ART,Major	Gresham	24	no	yes	72	yes	yes	2,390,000
				ditch	no	---	storm	yes	yes	$0
										4,000,000
	Cornelius Pass Road	104		2	yes	no	2	yes	no	$350,000
308	Mile Post 2	Mult Co.	MULT_CO	60	no	yes	60	no	yes	3,650,000
	3550' N of Skyline	ART,Rural		20	no	no	44	no	no	4,000,000
				ditch	no	no	ditch	yes	no	
										1,875,000
	190th Ave	309		3/2	yes	no	5	yes	yes	$275,000
307	Butler Rd	Mult Co.	MULT_CO	50	no	yes	80	no	yes	1,600,000
	Highland Drive	ART,Minor	Gresham	22	no	yes	66	yes	yes	1,875,000
		COLL,Rural		ditch	no	---	storm	yes	yes	$0

Total Right-of-Way Cost: $2,975,000 Total Construction Cost: $16,190,000 Federal Share: $0 County Share: $19,165,000

TOTAL ARTERIAL PRIORITY 2: $19,165,000

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: ARTERIAL PRIORITY: 3

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES / ROW W / PVT W / DRAIN	Existing SIGNS / SIGNAL / SIDEWK / BIKE	Existing LIGHTS / STRPNG / TRNLN / INTIMP	New LANES / ROW W / PVT W / DRAIN	New SIGNS / SIGNAL / SIDEWK / BIKE	New LIGHTS / STRPNG / TRNLN / INTIMP	TOTAL COST / ROW COST / CONST COST / MULT SHARE / FED'L SHARE
										1,870,000
	NE Halsey St	405		2	yes	no	5	yes	yes	$0
47	223rd Ave	MC/Frvw	MULT_CO	80	yes	yes	80	yes	yes	1,870,000
	238th Dr	ART,Minor	Fairview	20	no	no	66	yes	yes	1,870,000
			Wd Village	ditch	no	---	storm	yes	yes	$0
										3,240,000
	NE Halsey St	406		2	yes	no	5	yes	yes	$0
40	238th Dr	MC/WdVlg	MULT_CO	80	yes	yes	80	yes	yes	3,240,000
	Columbia River Hwy	ART,Minor	Wd Village	32	no	no	66	yes	yes	3,240,000
			Troutdale	ditch	yes	---	storm	yes	yes	$0
										$770,000
	Division Drive	529		2	yes	no	3	yes	yes	$0
20	268th Ave	Mult Co.	MULT_CO	60-75	yes	yes	60	yes	yes	$770,000
	Troutdale Road	ART,Rural	Gresham	25	no	yes	44	yes	yes	$770,000
		ART,Minor		ditch	no		storm	yes	yes	
										2,000,000
	242nd Ave Connector	425			no	no	5	yes	yes	
18	Glisan St	Mult Co	MULT_CO		no	no	80	yes	yes	2,000,000
	Sandy Blvd	ART,Major	Wd Village		no	no	66	yes	yes	2,000,000
			Troutdale		no	no	storm	yes	yes	
										$725,000
	162nd Ave	208		5/2	yes	no	5	yes	yes	$75,000
12	Halsey St	Mult Co.	MULT_CO	70-90	yes	yes	80	yes	yes	$650,000
	I - 84	ART,Minor	Portland	22	no	yes	66	yes	yes	$725,000
			Gresham	d/stm	no	---	storm	yes	yes	$0

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: ARTERIAL PRIORITY: 3

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES ROW W PVT W DRAIN	Existing SIGNS SIGNAL SIDEWK BIKE	Existing LIGHTS STRPNG TRNLN INTIMP	New LANES ROW W PVT W DRAIN	New SIGNS SIGNAL SIDEWK BIKE	New LIGHTS STRPNG TRNLN INTIMP	TOTAL COST ROW COST CONST COST MULT SHARE FED'L SHARE
										2,420,000
	Division St	533		2	yes	no	3	yes	yes	$374,000
11	257th Ave	Mult Co.	MULT_CO	60-75	yes	yes	60	yes	yes	2,046,000
	268th Ave	ART,Minor	Gresham	25	no	yes	44	yes	yes	2,420,000
				ditch	no	---	storm	yes	yes	$0
										5,500,000
	Cornelius Pass Rd	100		2	yes	no	2	yes	no	1,100,000
9	Mile Post 2	Mult Co.	MULT_CO	60-80	no	yes	60-80	no	yes	4,400,000
	Highway 30	ART,Rural		24	no	no	44	no	no	5,500,000
				ditch	no	no	ditch	yes	no	$0
										2,750,000
	Cornelius Pass Rd	101		2	yes	no	2	yes	no	$550,000
8	County Line	Mult Co.	MULT_CO	80	no	yes	80	no	yes	2,200,000
	Skyline Blvd	ART,Rural		20	no	no	38	no	no	2,750,000
				ditch	yes	---	ditch	no	no	$0
										$210,000
	Division Street	561		5	Y	N	5	Y	Y	$55,000
8	198th Avenue	citizen	MULT_CO	80-90	Y	Y	80-90	Y	Y	$155,000
	Wallula Avenue	ART,Major	Gresham	66	N	Y	66	Y	N	$210,000
					N	N		Y	N	$0

Total Right-of-Way Cost: $2,154,000 Total Construction Cost: $17,331,000 Federal Share: $0 County Share: $19,485,000

TOTAL ARTERIAL PRIORITY 3: $19,485,000

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: COLLECTOR PRIORITY: 1

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES / ROW W / PVT W / DRAIN	SIGNS / SIGNAL / SIDEWK / BIKE	LIGHTS / STRPNG / TRNLN / INTIMP	New LANES / ROW W / PVT W / DRAIN	SIGNS / SIGNAL / SIDEWK / BIKE	LIGHTS / STRPNG / TRNLN / INTIMP	TOTAL COST ROW COST / CONST COST / MULT SHARE / FED'L SHARE
										$960,000
	201st Ave	235		2	yes	no	2	yes	yes	$80,000
323	Halsey St	Mult Co.	MULT_CO	40	no	yes	50	yes	yes	$880,000
	Sandy Blvd	COLL,Neigh	Gresham	22-27	no	no	38	yes	yes	$960,000
				ditch	no	---	storm	yes	yes	$0
										$680,000
	Gordon Creek Road	600		2	yes	no	2/grl	yes	no	$20,000
319	Mile Post 0	Mult Co.	MULT_CO	60	no	yes	60	no	yes	$660,000
	Mile Post 6.8	COLL,Rural		20-24	no	no	34-38	no	no	$680,000
				ditch	no	---	ditch	no	no	$0
										1,630,000
	Troutdale Rd	434		2	yes	no	2/rea	yes	yes	$145,000
319	Strebin Rd	Mult Co.	MULT_CO	50-60	yes	yes	60	yes	yes	1,485,000
	Stark St	COLL,Major	Troutdale	24	no	no	44	yes	yes	1,630,000
				ditch	no	---	storm	yes	yes	$0
										$500,000
	190th Ave	220		2	yes	no	2	yes	yes	$0
318	Division St	Mult Co.	Gresham	40-60	yes	yes	60	yes	yes	$500,000
	2400' S of Yamhill S	COLL,Major	MULT_CO	24	no	no	44	yes	no	$500,000
				ditch	no	---	sump	no	no	$0
										$990,000
	201st Ave	240		2	yes	no	2	yes	yes	$110,000
314	Glisan St	Mult Co.	MULT_CO	40	no	yes	50	yes	yes	$880,000
	Halsey St	COLL,Neigh	Gresham	22-27	no	no	38	yes	yes	$990,000
				ditch	no	---	storm	yes	yes	$0

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: COLLECTOR PRIORITY: 1

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES ROW W PVT W DRAIN	Existing SIGNS SIGNAL SIDEWK BIKE	Existing LIGHTS STRPNG TRNLN INTIMP	New LANES ROW W PVT W DRAIN	New SIGNS SIGNAL SIDEWK BIKE	New LIGHTS STRPNG TRNLN INTIMP	TOTAL COST ROW COST CONST COST MULT SHARE FED'L SHARE
										1,020,000
	Bull Run St (1st St-Gresham)	521		2	yes	no	2	yes	yes	$120,000
314	Burnside Rd	Gresham	Gresham	50	yes	yes	60	yes	yes	$900,000
	257th ave (Kane Rd)	COLL,Major	MULT_CO	24	no	no	44	yes	yes	1,020,000
				ditch	no	no	storm	yes	yes	$0
										$870,000
	202nd Ave	210		2	yes	no	2	yes	yes	$130,000
311	Stark St	Mult Co.	MULT_CO	40	yes	yes	50	yes	yes	$740,000
	Glisan St	COLL,Neigh	Gresham	22	no	no	38	yes	yes	$870,000
				sump	no	---	sump	yes	yes	$0
										$286,000
	Hensley Rd	440		0	no	no	2	yes	yes	$0
310	262nd Ave	Troutdle	MULT_CO	0	no	no	60	no	yes	$286,000
	Troutdale Rd	COLL,Neigh	Troutdale	0	no	no	44	yes	yes	$286,000
				n/a	no	no	storm	no	yes	$0
										$330,000
	Hensley Rd	433		2	yes	no	2	yes	yes	$0
310	257th Ave	Mult Co.	MULT_CO	50	no	yes	50	no	yes	$330,000
	262nd Ave	COLL,Neigh	Troutdale	20	no	no	38	yes	no	$330,000
				ditch	no	---	storm	no	no	$0

Total Right-of-Way Cost: $605,000 Total Construction Cost: $6,661,000 Federal Share: $0 County Share: $7,266,000

TOTAL COLLECTOR PRIORITY 1: $7,266,000

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: COLLECTOR PRIORITY: 2

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES ROW W PVT W DRAIN	Existing SIGNS SIGNAL SIDEWK BIKE	Existing LIGHTS STRPNG TRNLN INTIMP	New LANES ROW W PVT W DRAIN	New SIGNS SIGNAL SIDEWK BIKE	New LIGHTS STRPNG TRNLN INTIMP	TOTAL COST ROW COST CONST COST MULT SHARE FED'L SHARE
										1,450,000
	223rd Ave	415		2	yes	no	2	yes	yes	$0
235	Sandy Blvd	MC/Frvw	MULT_CO	60	no	yes	60	no	yes	1,450,000
	Marine Dr	COLL,Major	Fairview	20-24	no	no	44	yes	yes	1,450,000
				ditch	no	---	storm	yes	no	$0
										$792,000
	Cochran Dr	431		2	yes	no	2	yes	yes	$66,000
226	1375' E of 257th Ave	Mult Co.	Gresham	50	no	yes	60	no	yes	$726,000
	Troutdale Rd	COLL,Major	MULT_CO	26	no	yes	44	yes	yes	$792,000
			Troutdale	ditch	no	no	storm	no	no	$0
										2,485,000
	Regner Rd	506		2	yes	no	2	yes	yes	$175,000
224	Roberts Ave	MC/Grshm	Gresham	60	no	yes	60	yes	yes	2,310,000
	Butler Rd	COLL,Major	MULT_CO	20-32	no	no	44	yes	yes	2,485,000
				d/stm	no	---	storm	yes	yes	$0
										1,170,000
	Arata Road	430		2	yes	no	2	yes	yes	$110,000
222	223rd Ave	MC/WdVlg	MULT_CO	50	yes	yes	50	yes	yes	1,060,000
	238th Ave	COLL,Neigh	Fairview	24	No	no	38	yes	no	1,170,000
			Wd Village	ditch	no		storm	no	no	
										$565,000
	185th Ave	234		2	yes	no	2	yes	yes	$80,000
222	Sandy Blvd	Mult Co.	Gresham	50	no	yes	60	no	yes	$485,000
	City Boundary	COLL,Major	MultCo	20	no	no	44	yes	yes	$565,000
				ditch	no	---	storm	yes	no	$0

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: COLLECTOR PRIORITY: 2

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES / ROW W / PVT W / DRAIN	Existing SIGNS / SIGNAL / SIDEWK / BIKE	Existing LIGHTS / STRPNG / TRNLN / INTIMP	New LANES / ROW W / PVT W / DRAIN	New SIGNS / SIGNAL / SIDEWK / BIKE	New LIGHTS / STRPNG / TRNLN / INTIMP	TOTAL COST / ROW COST / CONST COST / MULT SHARE / FED'L SHARE
										$770,000
	Crown Pt Hwy/Corbett Hill Rd	602		2	yes	no	2/rea	yes	no	$110,000
219	intersection	Mult Co.	MULT_CO	60	no	yes	60	no	yes	$660,000
	improvement	COLL,Major		22	no	no	22	no	no	$770,000
		LOCAL		ditch	no	---	ditch	no	yes	$0
										2,330,000
	223rd Ave	414		2	yes	no	2	yes	yes	$350,000
219	Halsey St	MC/Frvw	MULT_CO	50	yes	yes	60	yes	yes	1,980,000
	Sandy Blvd	COLL,Major	Fairview	22-26	no	no	44	yes	yes	2,330,000
				ditch	no	---	storm	yes	ues	$0
										1,155,000
	Regner Rd	536		2	yes	no	2	yes	yes	$88,000
217	Butler Rd	Mult Co.	Gresham	60	no	yes	60	yes	yes	1,067,000
	County Line	COLL,Major	MULT_CO	20	no	no	44	yes	yes	1,155,000
				ditch	no	---	storm	no	yes	$0
										$660,000
	Troutdale Rd	410		2	yes	no	2	yes	yes	$55,000
210	Stark St	Troutdle	MULT_CO	50	yes	yes	60	yes	yes	$605,000
	1700' N of Stark St	COLL,Major	Troutdale	20	no	no	44	yes	yes	$660,000
				ditch	yes	---	storm	yes	yes	$0
										$800,000
	Columbia River Highway	441		2	yes	no	3	yes	yes	$50,000
209	Halsey St	Troutdle	MULT_CO	40-50	no	yes	60	no	yes	$750,000
	244th Ave	COLL,Major	Troutdale	24	no	no	44	yes	yes	
				ditch	no	no	storm	yes	yes	

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: COLLECTOR PRIORITY: 2

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES / ROW W / PVT W / DRAIN	Existing SIGNS / SIGNAL / SIDEWK / BIKE	Existing LIGHTS / STRPNG / TRNLN / INTIMP	New LANES / ROW W / PVT W / DRAIN	New SIGNS / SIGNAL / SIDEWK / BIKE	New LIGHTS / STRPNG / TRNLN / INTIMP	TOTAL COST ROW COST / CONST COST / MULT FED'L SHARE / SHARE
										$420,000
	190th Avenue	362		2	Y	N	2	Y	N	$0
205	Powell Loop Road	Mult Co.	Gresham	50	N	Y	50	N	Y	$420,000
	Heiney Road	COLL,Neigh	MULT_CO	22	N	N	38	Y	Y	$420,000
				ditch	N	N	storm	Y	N	$0

Total Right-of-Way Cost: $1,084,000 Total Construction Cost: $11,513,000 Federal Share: $0 County Share: $11,797,000

TOTAL COLLECTOR PRIORITY 2: $12,597,000

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: COLLECTOR PRIORITY: 3

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES ROW W PVT W DRAIN	Existing SIGNS SIGNAL SIDEWK BIKE	Existing LIGHTS STRPNG TRNLN INTIMP	New LANES ROW W PVT W DRAIN	New SIGNS SIGNAL SIDEWK BIKE	New LIGHTS STRPNG TRNLN INTIMP	TOTAL COST / ROW COST / CONST COST / MULT SHARE / FED'L SHARE
										$980,000
	202nd Avenue	242		2	yes	no	3	yes	yes	$130,000
33	Stark Street	Mult Co.	MULT_CO	50	yes	no	60	no	yes	$850,000
	Division Street	COLL,Major	Gresham	22	no	no	44	yes	yes	$980,000
				sump	no		sump	yes	no	
										$800,000
	Heiney Road	332		2	yes	no	2	yes	yes	$0
32	Tegart Ave	Mult Co.	Gresham	60-80	no	yes	60	no	yes	$800,000
	17th Ave	COLL,Neigh	MULT_CO	21-38	no	no	38	yes	no	$800,000
				ditch	no	---	storm	yes	no	$0
										$560,000
	Heiney Road	305		2	yes	yes	2	yes	yes	$0
31	SW 17th St	MC/Grshm	Gresham	60	no	yes	60	no	yes	$560,000
	18th Ct	COLL,Neigh	MULT_CO	24-38	no	no	38	yes	no	$560,000
				ditch	no	---	storm	yes	no	$0
										$300,000
	212th Ave (Wallula Ave)	412		2	yes	no	2	yes	yes	$0
28	15th St	MC/Grshm	Gresham	60	yes	yes	60	yes	yes	$300,000
	Burnside Rd	COLL,Neigh	MULT_CO	20	no	no	38	yes	yes	$300,000
				ditch	no	---	storm	no	no	$0
										1,770,000
	282nd Ave	542		2	yes	no	2	yes	yes	$0
27	Powell Valley Rd	Mult Co.	Gresham	60	yes	yes	60	yes	yes	1,770,000
	Orient Dr	COLL,Major	MULT_CO	20	no	no	44	yes	yes	1,770,000
		ART,Rural		ditch	no	---	storm	yes	yes	$0

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: COLLECTOR PRIORITY: 3

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES / ROW W / PVT W / DRAIN	Existing SIGNS / SIGNAL / SIDEWK / BIKE	Existing LIGHTS / STRPNG / TRNLN / INTIMP	New LANES / ROW W / PVT W / DRAIN	New SIGNS / SIGNAL / SIDEWK / BIKE	New LIGHTS / STRPNG / TRNLN / INTIMP	TOTAL COST / ROW COST / CONST COST / MULT SHARE / FED'L SHARE
										$550,000
	Orient Dr	520		2	yes	no	2	yes	yes	$0
25	Anderson Rd (267th)	Mult Co.	MULT_CO	60	no	yes	60	no	yes	$550,000
	Gresham City Limit	COLL,Major	Gresham	30	no	no	44	yes	no	$550,000
				ditch	no	---	storm	yes	no	$0
										1,540,000
	Powell Valley Rd	505		2	yes	no	2	yes	yes	$0
24	Barnes Rd	Mult Co.	MULT_CO	60	no	yes	60	no	yes	1,540,000
	Troutdale Rd	COLL,Major	Gresham	20-24	no	no	44	yes	no	1,540,000
				ditch	no	---	storm	yes	no	$0
										1,900,000
	Butler Road	300		2	yes	no	2	yes	yes	$140,000
24	190th Ave	Mult Co.	MULT_CO	60	no	yes	60	yes	yes	1,760,000
	Regner Rd	COLL,Neigh	Gresham	24	no	no	44	yes	yes	1,900,000
				ditch	no	yes	storm	yes	yes	$0
										1,300,000
	202nd Avenue	236		2	yes	no	3	yes	yes	$170,000
24	Burnside Rd	Mult Co.	MULT_CO	50	yes	no	60	no	yes	1,130,000
	Stark St	COLL,Major	Gresham	22	no	no	44	yes	yes	1,300,000
				sump	no	---	sump	yes	no	$0
										$200,000
	Heiney Road	304		2	yes	no	2	yes	yes	$20,000
22	190th Ave	Mult Co.	Gresham	40	no	yes	50	no	yes	$180,000
	Tegart Ave	COLL,Neigh	MULT_CO	21	no	no	38	yes	no	$200,000
				ditch	no	---	storm	yes	no	$0

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: COLLECTOR PRIORITY: 3

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES / ROW W / PVT W / DRAIN	SIGNS / SIGNAL / SIDEWK / BIKE	LIGHTS / STRPNG / TRNLN / INTIMP	New LANES / ROW W / PVT W / DRAIN	SIGNS / SIGNAL / SIDEWK / BIKE	LIGHTS / STRPNG / TRNLN / INTIMP	TOTAL COST / ROW COST / CONST COST / MULT SHARE / FED'L SHARE
										$850,000
	Powell Valley Rd	503		2	yes	no	2	yes	yes	$0
21	Kane Rd (257th Ave)	Mult Co.	MULT_CO	60	no	yes	60	yes	yes	$850,000
	Barnes Rd	COLL,Major	Gresham	24	no	no	44	yes	yes	$850,000
				ditch	no	---	storm	yes	yes	$0
										2,175,000
	Anderson Rd (267th) Ave	530		2	yes	no	2	yes	yes	$195,000
19	Orient Dr	Mult Co.	MULT_CO	50	no	no	50	no	yes	1,980,000
	County Line	COLL,Neigh	Gresham	22	no	no	38	yes	no	2,175,000
				ditch	no	---	storm	no	no	$0
										1,275,000
	Chase Rd	532		2	yes	no	2	yes	yes	$65,000
18	Orient Dr	Mult Co.	Gresham	50	no	yes	50	no	yes	1,210,000
	282nd Ave	COLL,Neigh	MULT_CO	34	no	no	38	yes	no	1,275,000
				ditch	no	no	storm	no	no	$0
										1,100,000
	Williams Rd (268th Ave)	540		2	yes	yes	2	yes	yes	$0
18	Powell Valley Rd	Mult Co.	MULT_CO	60	no	no	60	no	yes	1,100,000
	Division Rd	COLL,Neigh	Gresham	20-24	no	no	38	yes	no	1,100,000
				ditch	no	---	storm	no	no	$0
										1,045,000
	Welch Road	539		2	yes	yes	2	yes	yes	$0
17	267th Ave	Mult Co.	Gresham	60	no	no	60	no	yes	1,045,000
	282nd Ave	COLL,Neigh	MULT_CO	22	no	no	38	yes	no	1,045,000
				ditch	no	---	storm	no	no	$0

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: COLLECTOR PRIORITY: 3

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES / ROW W / PVT W / DRAIN	Existing SIGNS / SIGNAL / SIDEWK / BIKE	Existing LIGHTS / STRPNG / TRNLN / INTIMP	New LANES / ROW W / PVT W / DRAIN	New SIGNS / SIGNAL / SIDEWK / BIKE	New LIGHTS / STRPNG / TRNLN / INTIMP	TOTAL COST / ROW COST / CONST COST / MULT SHARE / FED'L SHARE
										$605,000
	212th Ave (Wallula Ave)	411		2	yes	no	2	yes	yes	$0
16	Burnside Rd	MC/Grshm	Gresham	60	yes	yes	60	yes	yes	$605,000
	Stark St	COLL,Neigh	MULT_CO	20	no	no	38	yes	yes	$605,000
				ditch	no	---	storm	no	no	$0
										$585,000
	Barbara Welch Rd	330		2	yes	no	2	yes	no	$55,000
16	City Limit	Mult Co.	MULT_CO	60	no	yes	60	no	yes	$530,000
	County Line	COLL,Neigh		20	no	no	38	yes	no	$585,000
				ditch	no	no	storm	no	no	$0
										$705,000
	262nd Ave	437		2	yes	no	2	yes	yes	$0
16	Hensley Rd	Mult Co.	MULT_CO	50	no	yes	50	no	yes	$705,000
	Cherry Park Rd	COLL,Neigh	Troutdale	22	no	no	38	yes	no	$705,000
				ditch	no	---	storm	no	no	$0
										$500,000
	Main St	202		2	yes	no	2	yes	yes	$0
16	174th Ave	Mult Co.	Gresham	50	no	yes	50	no	yes	$500,000
	182nd Ave	COLL,Neigh	MULT_CO	22	no	no	38	yes	no	$500,000
				ditch	no	---	sump	no	no	$0
										$290,000
	169th Ave	232		2	yes	no	2	yes	yes	$0
16	Halsey St	Mult Co.	Gresham	50	no	no	50	no	yes	$290,000
	Wilkes Rd	COLL,Neigh	MULT_CO	20	no	no	38	yes	no	$290,000
				d/smp	yes	---	sump	yes	no	$0

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: COLLECTOR PRIORITY: 3

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES / ROW W / PVT W / DRAIN	SIGNS / SIGNAL / SIDEWK / BIKE	LIGHTS / STRPNG / TRNLN / INTIMP	New LANES / ROW W / PVT W / DRAIN	SIGNS / SIGNAL / SIDEWK / BIKE	LIGHTS / STRPNG / TRNLN / INTIMP	TOTAL COST / ROW COST / CONST COST / MULT SHARE / FED'L SHARE
										$470,000
	Palmquist Rd	501		2	yes	no	2	yes	yes	$63,000
15	Roberts Ave	Mult Co.	MULT_CO	50	no	yes	60	no	yes	$407,000
	242nd (Hogan) Dr	COLL,Major	Gresham	22	no	no	44	yes	no	$470,000
				ditch	no	---	storm	yes	no	$0
										1,650,000
	Sauvie Island Road	121		2	Y	N	2	Y	N	$550,000
15	Bridge	citizen	MULT_CO	40	N	Y	60	N	Y	1,100,000
	Reeder Road	COLL,Rural		24	N	N	28	N	N	1,650,000
				ditch	N	N	ditch	Y	N	$0
										$330,000
	8th St (Rowe Rd)	541		2	yes	no	2	yes	yes	$0
15	La Mesa Court	Mult Co.	Gresham	50	no	no	50	no	no	$330,000
	Division Dr	COLL,Neigh	MULT_CO	20	no	no	38	yes	no	$330,000
				ditch	no	---	storm	no	no	$0
										1,785,000
	Salquist Rd	537		2	yes	yes	2	yes	yes	$275,000
14	262nd Ave	Mult Co.	Gresham	40	no	yes	60	no	yes	1,510,000
	282nd Ave	COLL,Major	MULT_CO	24	no	no	44	yes	no	1,785,000
				ditch	no	---	storm	yes	no	$0
										1,795,000
	235th Ave	416		2	yes	no	2	yes	yes	$220,000
14	Division St	Mult Co.	Gresham	50	yes	yes	60	yes	yes	1,575,000
	Stark St	COLL,Major	Mult Co	34	no	no	44	yes	yes	1,795,000
				ditch	no	---	storm	no	no	$0

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: COLLECTOR PRIORITY: 3

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES ROW W PVT W DRAIN	Existing SIGNS SIGNAL SIDEWK BIKE	Existing LIGHTS STRPNG TRNLN INTIMP	New LANES ROW W PVT W DRAIN	New SIGNS SIGNAL SIDEWK BIKE	New LIGHTS STRPNG TRNLN INTIMP	TOTAL COST / ROW COST / CONST COST / MULT SHARE / FED'L SHARE
										$580,000
	Yamhill St	203		2	yes	no	2	yes	yes	$60,000
13	190th Ave	Mult Co.	Gresham	40	yes	no	50	yes	yes	$520,000
	197th Ave	COLL,Neigh	MULT_CO	22-30	no	yes	38	yes	yes	$580,000
				d/smp	no	---	sump	yes	no	$0
										$900,000
	202nd Avenue	310		2	yes	no	3	yes	yes	$120,000
11	Division St	Mult Co.	MULT_CO	50	yes	no	60	yes	yes	$780,000
	Powell Blvd	COLL,Major	Gresham	24	no	no	44	yes	yes	$900,000
				sump	no	---	storm	yes	no	$0
										3,630,000
	Barnes Rd. (262nd Ave.)	531		2	yes	yes	2	yes	yes	$660,000
9	Powell Valley Rd	Mult Co.	MULT_CO	40	no	no	60	no	yes	2,970,000
	Anderson Rd (267th)	COLL,Major	Gresham	26-36	yes	no	44	yes	no	3,630,000
				ditch	no	no	storm	no	no	$0
										$440,000
	Wallula Ave (212th Ave)	460		2-3	Y	N	2-3	Y	Y	$0
8	Division Street	Gresham	Gresham	60	Y	Y	60	Y	Y	$440,000
	Burnside Road	COLL,Neigh	MULT_CO	20	N	N	38	Y	Y	$440,000
				ditch	N	Y	storm	N	Y	$0
										1,045,000
	Walters Rd	538		2	yes	yes	2	yes	yes	$175,000
7	Blaine Ave	Mult Co.	Gresham	30	no	yes	50	no	yes	$870,000
	7th St	COLL,Neigh	MULT_CO	20	no	no	38	yes	no	1,045,000
				ditch	no	---	storm	no	no	$0

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: COLLECTOR PRIORITY: 3

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES / ROW W / PVT W / DRAIN	SIGNS / SIGNAL / SIDEWK / BIKE	LIGHTS / STRPNG / TRNLN / INTIMP	New LANES / ROW W / PVT W / DRAIN	SIGNS / SIGNAL / SIDEWK / BIKE	LIGHTS / STRPNG / TRNLN / INTIMP	TOTAL COST / ROW COST / CONST COST / MULT SHARE / FED'L SHARE
	Hillyard Rd	534		2	yes	yes	2	yes	yes	1,110,000
7	Palmblad Rd (252nd)	Mult Co.	Gresham	40-50	no	yes	50	no	yes	$110,000
	Anderson Rd (267th)	COLL,Neigh	MULT_CO	20-28	yes	no	38	yes	no	1,000,000
				ditch	no	---	storm	no	no	1,110,000
										$0
	209th Ave (Towle Rd)	508		2	yes	no	2	yes	yes	1,365,000
7	Butler Rd	MC/Grshm	MULT_CO	40	no	yes	60	yes	yes	$220,000
	Heiney Rd	COLL,Major	Gresham	18-46	no	yes	44	yes	yes	1,145,000
				ditch	no	---	storm	no	yes	1,365,000
										$0
	Troutdale Rd	435		2	yes	yes	2	yes	yes	$670,000
6	19th St	MC/Trtdl	MULT_CO	50	no	yes	60	no	yes	$65,000
	Cherry Park Rd	COLL,Major	Troutdale	20	no	no	44	yes	yes	$605,000
				d/stm	yes	---	storm	yes	no	$670,000
										$0
	Clatsop St	301		2	yes	no	2	yes	no	$835,000
6	Barbara Welch Rd	Mult Co.	MULT_CO	30	no	yes	60	no	yes	$175,000
	SE 162nd Ave	COLL,Major		22	no	no	44	yes	no	$660,000
				ditch	no	no	storm	no	no	$835,000
										$0

Total Right-of-Way Cost: $3,468,000 Total Construction Cost: $32,167,000 Federal Share: $0 County Share: $35,635,000

TOTAL COLLECTOR PRIORITY 3: $35,635,000

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON | ENVIRONMENTAL SERVICES | TRANSPORTATION DIVISION

CATEGORY: LOCAL PRIORITY: 2

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES / ROW W / PVT W / DRAIN	SIGNS / SIGNAL / SIDEWK / BIKE	LIGHTS / STRPNG / TRNLN / INTIMP	New LANES / ROW W / PVT W / DRAIN	SIGNS / SIGNAL / SIDEWK / BIKE	LIGHTS / STRPNG / TRNLN / INTIMP	TOTAL COST / ROW COST / CONST COST / MULT SHARE / FED'L SHARE
										$200,000
	Rocky Point Rd	120		2	yes	no	2/rea	yes	no	$30,000
114	Mile Post 1.5	Mult Co.	MULT_CO	60	no	yes	60	no	yes	$170,000
	Mile Post 1.6	LOCAL		20	no	no	28	no	no	$200,000
				ditch	no	---	ditch	no	no	$0
										$575,000
	Sweetbriar Road	442		2	no	no	2	no	yes	
112	Troutdale Road	Troutdle	MULT_CO	60	no	yes	60	no	yes	$575,000
	Conrad Road	LOCAL	Troutdale	20	no	no	28	yes	no	$575,000
				ditch	nos	no	d/stm	yes	no	

Total Right-of-Way Cost: $30,000 Total Construction Cost: $745,000 Federal Share: $0 County Share: $775,000

TOTAL LOCAL PRIORITY 2: $775,000

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: SIGNAL PRIORITY: 1

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES ROW W PVT W DRAIN	Existing SIGNS SIGNAL SIDEWK BIKE	Existing LIGHTS STRPNG TRNLN INTIMP	New LANES ROW W PVT W DRAIN	New SIGNS SIGNAL SIDEWK BIKE	New LIGHTS STRPNG TRNLN INTIMP	TOTAL COST ROW COST CONST COST MULT SHARE FED'L SHARE
										$385,000
	Halsey St/223rd Ave	454		2/2	yes	no	5/3	yes	yes	$0
433	signal	Mult Co.	MULT_CO	80/50	yes	yes	80/50	yes	yes	$385,000
	safety	ART,Minor	Fairview	66/44	no	no	66/38	yes	yes	$385,000
		ART,Minor		storm	no	---	storm	no	yes	$0
										$420,000
	Stark St/Troutdale Rd	459		3/3	yes	yes	5/3	yes	yes	$35,000
433	signal	Mult Co.	MULT_CO	60/50	yes	yes	90/60	yes	yes	$385,000
	safety	ART,Major	Troutdale	34/25	yes	yes	66/44	yes	yes	$420,000
		COLL,Major		storm	no	---	storm	no	yes	$0
										$385,000
	Halsey St/238th Ave	451		2/4	yes	yes	3/5	yes	yes	$110,000
429	signal	Mult Co.	MULT_CO	50/80	yes	yes	80/80	yes	yes	$275,000
	safety	ART,Minor	Wd Village	24/44	no	no	66/44	yes	yes	$385,000
		ART,Minor		storm	no	---	storm	no	no	$0
										$115,000
	Glisan St/172nd Ave	257		5/2	yes	no	5/2	yes	yes	$5,000
424	signal	Mult Co.	Gresham	80/60	yes	yes	80/60	yes	yes	$110,000
	upgrade	ART,Major	MULT_CO	66/38	no	yes	66/38	yes	yes	$115,000
		COLL,Neigh		sump	no	---	sump	no	yes	$0
										$100,000
	Burnside Rd/3rd St	545		5/3	yes	yes	5/3	yes	yes	
423	Signal	Mult Co	MULT_CO	80	yes	yes	80	yes	yes	$100,000
	Safety	ART,Princ	Gresham	76	yes	yes	76	yes	yes	$100,000
		COLL,Major		storm	yes	no	storm	yes	yes	

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: SIGNAL PRIORITY: 1

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES ROW W PVT W DRAIN	Existing SIGNS SIGNAL SIDEWK BIKE	Existing LIGHTS STRPNG TRNLN INTIMP	New LANES ROW W PVT W DRAIN	New SIGNS SIGNAL SIDEWK BIKE	New LIGHTS STRPNG TRNLN INTIMP	TOTAL COST ROW COST CONST COST MULT SHARE FED'L SHARE
										$340,000
	Halsey St/201st Ave	251		2/2	yes	no	5/3	yes	yes	$20,000
422	signal	Mult Co.	MULT_CO	90/40	no	yes	90/50	yes	yes	$320,000
	safety	ART,Minor	Gresham	20/25	no	no	66/38	yes	yes	$340,000
		COLL,Neigh		ditch	no	---	storm	no	yes	$0
										$55,000
	Powell Blvd/Walters Road	562		5/2	Yes	Yes	5/3	Yes	Yes	$0
420	Signal	Gresham	Gresham	30	Yes	Yes	40+	Yes	Yes	$55,000
	Safety	ART,Major	Mult Co	20	Yes	Yes	22	Yes	Yes	$55,000
		COLL,Neigh	ODOT	storm	No	Yes	storm	Yes	Yes	$0
										$660,000
	Orient Dr/257th Ave (Kane Rd)	554		2	Yes	No	2	Yes	No	$165,000
414	signal	MC/Grshm	MULT_CO	60	No	Yes	60	Yes	Yes	$495,000
	safety	ART,Minor	Gresham	30	No	No	40	Yes	Yes	$66,000
		ART,Minor		d/stm	No	No	d/stm	Yes	yes	$594,000
										$385,000
	Burnside Rd/242nd Dr	559		5/3	yes	yes	5/5	yes	yes	$110,000
413	signal	Mult Co.	MULT_CO	90/80	yes	yes	90110	yes	yes	$275,000
	safety	ART,Princ	Gresham	76/66	yes	yes	76/90	yes	yes	$385,000
		ART,Major		storm	no	---	storm	no	yes	$0
										$505,000
	Powell Valley Rd/257th Ave	551		2/2	yes	no	5/5	yes	yes	$65,000
409	signal	Mult Co.	MULT_CO	60/50	no	yes	80/80	yes	yes	$440,000
	safety	ART,Major	Gresham	24/22	no	no	66/66	yes	yes	$505,000
		ART,Minor		ditch	no	---	storm	no	yes	$0

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: SIGNAL PRIORITY: 1

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES ROW W PVT W DRAIN	Existing SIGNS SIGNAL SIDEWK BIKE	Existing LIGHTS STRPNG TRNLN INTIMP	New LANES ROW W PVT W DRAIN	New SIGNS SIGNAL SIDEWK BIKE	New LIGHTS STRPNG TRNLN INTIMP	TOTAL COST ROW COST CONST COST MULT SHARE FED'L SHARE
										$137,000
	172nd Ave/Foster Rd	358		2	Yes	No	3	Yes	No	$10,000
402	signal	Mult Co.	MULT_CO	50	No	Yes	50	Yed	Yes	$127,000
	safety	ART,Rural		24	No	No	38	Yes	Yes	$137,000
		COLL,Rural		ditch	No	No	ditch	Yes	Yes	$0
										$137,000
	162nd Avenue/Stark Street	271		5	yes	no	5	yes	no	$10,000
400		Mult Co.	MULT_CO	80/90	Yes	yes	80/90	Yes	yes	$127,000
		ART,Major	Portland	66/76	Yes	no	66/76	Yes	no	$137,000
		ART,Minor	Gresham		no	---		no	Yes	$0

Total Right-of-Way Cost: $530,000 Total Construction Cost: $3,094,000 Federal Share: $594,000 County Share: $3,030,000

TOTAL SIGNAL PRIORITY 1: $3,624,000

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: SIGNAL PRIORITY: 2

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES ROW W PVT W DRAIN	SIGNS SIGNAL SIDEWK BIKE	LIGHTS STRPNG TRNLN INTIMP	New LANES ROW W PVT W DRAIN	SIGNS SIGNAL SIDEWK BIKE	LIGHTS STRPNG TRNLN INTIMP	TOTAL COST / ROW COST / CONST COST / MULT SHARE / FED'L SHARE
	Glisan St/188th Ave	259		5/2	yes	no	5/2	yes	yes	$138,000
329	signal	Mult Co	MULT_CO	80/50	no	yes	80/50	yes	yes	$5,000
	safety	ART,Major	Gresham	66/40	yes	yes	66/40	yes	yes	$133,000
		COLL,Neigh		storm	no	---	storm	no	no	$138,000
										$0
	Glisan St/192nd Ave	260		5/2	yes	no	5/2	yes	yes	$138,000
324	signal	Gresham	MULT_CO	80/50	no	yes	80/50	yes	yes	$5,000
	safety	ART,Major	Gresham	66/28	no	yes	66/28	yes	yes	$133,000
		COLL,Neigh		storm	no	---	storm	no	no	$138,000
										$0
	257th Ave (Kane Rd)/1st St	558		2/2	yes	no	5/3	yes	yes	$330,000
322	signal	Mult Co.	MULT_CO	90/50	yes	yes	90/50	yes	yes	$0
	safety	ART,Major	Gresham	20/24	no	yes	72/38	yes	yes	$330,000
		COLL,Neigh		ditch	no	---	storm	no	yes	$330,000
										$0
	162nd Ave/Main St	256		5/2	yes	no	5/2	yes	no	$165,000
319	signal	Mult Co.	MULT_CO	90/50	yes	yes	90/50	yes	yes	$0
	safety	ART,Minor	Portland	76/22	no	yes	76/38	yes	yes	$165,000
		COLL,Neigh		sump	no	---	sump	no	yes	$165,000
										$0
	Butler Rd/209th Ave (Towle Rd)	556		2/2	yes	no	2/2	yes	yes	$265,000
209	signal	Mult Co.	MULT_CO	60/40	no	yes	60/60	yes	yes	$45,000
	safety	COLL,Neigh	Gresham	20/18	no	no	38/44	yes	yes	$220,000
		COLL,Major		ditch	no	---	storm	no	yes	$265,000
										$0

CAPITAL IMPROVEMENT PROJECTS

1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: SIGNAL PRIORITY: 2

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES ROW W PVT W DRAIN	Existing SIGNS SIGNAL SIDEWK BIKE	Existing LIGHTS STRPNG TRNLN INTIMP	New LANES ROW W PVT W DRAIN	New SIGNS SIGNAL SIDEWK BIKE	New LIGHTS STRPNG TRNLN INTIMP	TOTAL COST ROW COST CONST COST MULT SHARE FED'L SHARE
										$485,000
299	Division Dr/Troutdale Rd signal safety	557 Mult Co. ART,Rural COLL,Rural	MULT_CO	2/2 60/50 24/24 ditch	yes no no no	no yes no ---	2/2 60/60 44/44 storm	yes no yes no	yes yes yes yes	$110,000 $375,000 $485,000 $0

Total Right-of-Way Cost: $165,000 Total Construction Cost: $1,356,000 Federal Share: $0 County Share: $1,521,000

TOTAL SIGNAL PRIORITY 2: $1,521,000

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: SIGNAL PRIORITY: 3

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES ROW W PVT W DRAIN	Existing SIGNS SIGNAL SIDEWK BIKE	Existing LIGHTS STRPNG TRNLN INTIMP	New LANES ROW W PVT W DRAIN	New SIGNS SIGNAL SIDEWK BIKE	New LIGHTS STRPNG TRNLN INTIMP	TOTAL COST / ROW COST / CONST COST / MULT SHARE / FED'L SHARE
										$127,000
	257th Ave (Kane)/MHCC Entrance	452		5/2	yes	yes	5/2	yes	yes	$0
49	signal	Mult Co.	MULT_CO	80/34	no	yes	80/34	yes	yes	$127,000
	safety	ART,Major	Gresham	66/32	yes	yes	66/32	yes	yes	$127,000
		LOCAL		storm	no	---	storm	no	yes	$0
										$110,000
	Halsey St/172nd Ave	254		5/2	yes	no	5/2	yes	yes	$0
38	signal	Mult Co.	Gresham	90/60	no	yes	90/60	yes	yes	$110,000
	safety	ART,Major	MULT_CO	66/44	no	yes	66/44	yes	yes	$110,000
		COLL,Neigh		storm	no	---	storm	no	no	$0
										$220,000
	Butler Rd/Rodlin Rd	353		2	yes	no	2	yes	yes	$20,000
19		Mult Co.	MULT_CO	60/40	no	yes	60/50	yes	yes	$200,000
		COLL,Neigh	Gresham	20/20	no	no	38/32	yes	yes	$220,000
		LOCAL		ditch	no	---	storm	no	yes	$0
										$360,000
	Orient Dr/267th Ave (Anderson)	552		2/2	yes	yes	3/3	yes	yes	$30,000
19	signal	Grshm/MC	MULT_CO	60/40	no	n/y	60/60	yes	yes	$330,000
	safety	ART,Minor	Gresham	30/22	no	no	44/44	yes	yes	$360,000
		COLL,Major		ditch	no	---	storm	no	yes	$0
										$110,000
	Butler Rd/Regner Rd	555		2/2	yes	no	2/2	yes	yes	$0
9	signal	Grshm/MC	MULT_CO	60/60	no	yes	60/60	yes	yes	$110,000
	safety	COLL,Major	Gresham	24/20	no	no	44/38	yes	yes	$110,000
		COLL,Neigh		ditch	no	---	storm	no	yes	$0

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: SIGNAL PRIORITY: 3

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES ROW W / PVT W / DRAIN	Existing SIGNS SIGNAL / SIDEWK / BIKE	Existing LIGHTS STRPNG / TRNLN / INTIMP	New LANES ROW W / PVT W / DRAIN	New SIGNS SIGNAL / SIDEWK / BIKE	New LIGHTS STRPNG / TRNLN / INTIMP	TOTAL COST ROW COST / CONST COST / MULT SHARE / FED'L SHARE
										$385,000
	Orient Dr/262nd Ave	553		2/2	yes	yes	5/3	yes	yes	$55,000
4	signal	MC/Grshm	MULT_CO	60/50	no	yes	80/60	yes	yes	$330,000
	safety	ART,Minor	Gresham	30/22	no	no	66/44	yes	yes	$385,000
		COLL,Major		ditch	no	---	storm	no	yes	$0

Total Right-of-Way Cost: $105,000 Total Construction Cost: $1,207,000 Federal Share: $0 County Share: $1,312,000

TOTAL SIGNAL PRIORITY 3: $1,312,000

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: BRIDGES PRIORITY: 1

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES / ROW W / PVT W / DRAIN	Existing SIGNS / SIGNAL / SIDEWK / BIKE	Existing LIGHTS / STRPNG / TRNLN / INTIMP	New LANES / ROW W / PVT W / DRAIN	New SIGNS / SIGNAL / SIDEWK / BIKE	New LIGHTS / STRPNG / TRNLN / INTIMP	TOTAL COST ROW COST / CONST COST / MULT SHARE / FED'L SHARE
										$870,000
	201st Avenue	237		2	yes	no	2	yes	yes	$10,000
321	RR Bridge	Mult Co.	MULT_CO	40	no	yes	50	no	yes	$860,000
	at I-84	COLL,Neigh	Gresham	25	no	no	38	yes	no	$870,000
				ditch	no	---	storm	yes	no	$0

Total Right-of-Way Cost: $10,000 Total Construction Cost: $860,000 Federal Share: $0 County Share: $870,000

TOTAL BRIDGES PRIORITY 1: $870,000

CAPITAL IMPROVEMENT PROJECTS
1994 - 1998

MULTNOMAH COUNTY OREGON — ENVIRONMENTAL SERVICES — TRANSPORTATION DIVISION

CATEGORY: BRIDGES PRIORITY: 2

TOTAL PTS	PROJECT NAME / FROM / TO	MAP NUMBER / PROJECT SOURCE / PRIM ST CLASSIF / 2NDY ST CLASSIF	PRIM JURIS / LOCAL JUR1 / LOCAL JUR2	Existing LANES ROW W PVT W DRAIN	SIGNS SIGNAL SIDEWK BIKE	LIGHTS STRPNG TRNLN INTIMP	New LANES ROW W PVT W DRAIN	SIGNS SIGNAL SIDEWK BIKE	LIGHTS STRPNG TRNLN INTIMP	TOTAL COST ROW COST CONST COST MULT SHARE FED'L SHARE
										$870,000
	223rd Ave	439		2	yes	no	2	yes	yes	$10,000
221	RR Bridge	Mult Co.	MULT_CO	60	no	yes	60	no	yes	$860,000
	at 2000' N of I-84	COLL,Major	Fairview	22	no	no	44	yes	no	$870,000
				ditch	no	---	storm	yes	no	$0
										$870,000
	185th Ave.	241		2	yes	no	2	yes	yes	$10,000
221	RR Bridge	Mult Co.	Gresham	50	no	yes	60	no	yes	$860,000
	at 750' N of Sandy	COLL,Major	Mult Co	20	no	no	44	yes	yes	$870,000
				ditch	no	---	storm	yes	no	$0
										$870,000
	223rd Ave	438		2	yes	no	2	yes	yes	$10,000
219	RR Bridge	Mult Co.	MULT_CO	50	no	yes	60	no	yes	$860,000
	at I-84	COLL,Major	Fairview	22	no	no	44	yes	no	$870,000
				ditch	no	---	storm	yes	no	$0
										$940,000
	162nd Ave	238		2	yes	no	5	yes	no	$17,000
309	RR Bridge	Mult Co.	MULT_CO	50	no	yes	80	no	yes	$923,000
	at I-84	ART,Minor		37	no	no	66	yes	no	$940,000
				ditch	no	---	storm	yes	no	$0

Total Right-of-Way Cost: $47,000 Total Construction Cost: $3,503,000 Federal Share: $0 County Share: $3,550,000

TOTAL BRIDGES PRIORITY 2: $3,550,000

BIKEWAY CAPITAL IMPROVEMENT PLAN

Multnomah County Bikeway Program
1994-1998 Capital Improvement Plan

The Multnomah County Transportation Division has undertaken a long-term program to develop a balanced transportation system including provision of bike lanes on urban arterials and shoulder bikeways on rural roads. The Transportation Division spends much more than the one percent of its Motor Vehicle Fuel Tax on bikeway projects. These expenditures comply with ORS 356.514, which mandates expenditures of one percent of state receipts on bicycle and pedestrian facilities.

A portion of Multnomah County's share of Motor Vehicle Fees is transferred to Portland. Funds transferred include the mandated 1% from bike and pedestrian facilities which Portland is responsible to use within the prescribed 10 year period. The Transportation Division has used additional sources of revenue as necessary to construct bikeways in coordination with roadway development.

In 1990, Multnomah County adopted a Bicycle Master Plan. The master plan identified a 123 mile system of urban and rural bikeways. The county has constructed 39 miles of bikeways. Enhancements including striping, signing and parking removal will be provided on an additional 25 miles of the built bikeway system.

The Bicycle Capital Improvement Plan (BCIP) update process has re-evaluated unbuilt projects from the 1990 BCIP to determine Capital Project priorities. The BCIP process involved the bicycling public to identify bikeway needs through public meetings in Gresham and Fairview and review by the Multnomah County Citizens Bikeway Advisory Committee.

Policies for the Bicycle Master Plan and the BCIP are established in the 1983 Multnomah County Comprehensive Framework Plan. The BCIP is consistent with the Comprehensive Framework Plan policies for Capital Improvement (#32) and Bicycle/Pedestrian System (#33c).

Capital improvements to the roadway for needs other than bikeways are scheduled in the Transportation Capital Improvement Program (TCIP). If a TCIP project is designated as a planned bikeway, then the bikeway improvement will be constructed as part of the roadway construction project. The BCIP schedules improvements that have a high priority for implementation but are not scheduled for construction by the TCIP or other programs in the near future..

SELECTION PROCESS FOR THE 1994-1998 BIKEWAY CIP

Bikeway capital improvement projects are defined as new construction at substantial cost. Examples of such projects are separated bike paths, cyclist activated traffic signals, major shoulder construction, and bridge modifications. Less costly bikeway improvement projects that can be accomplished by striping roads and posting signs (such as designating bicycle lanes or routes) are not funded by the Capital Improvement Program but by the Maintenance and Service Budget of the Bicycle Program.

The Bicycle Capital Improvement Plan process consisted of identifying candidate projects and evaluating them according to an objective ranking system. Identified in the Bikeway Master Plan are 84 miles of unbuilt bikeways on Multnomah County roads. The cost of building these is almost $10,000,000, as shown in the section: Bikeway Capital Improvement Projects, 1994-1998. Selection of bikeway capital improvements is a careful process of addressing the most critical needs and maximizing funding opportunities.

The selection process described below has determined the pool of 1994-1998 candidate bikeway projects. The candidate projects are ranked by a points system according to objective criteria. The highest ranked projects without other development constraints will be scheduled for implementation in the 1994-1998 Transportation Capital Improvement Program.

Information used in the selection process is described below:

A. All unbuilt bikeways identified on the Bikeway Plan Map in the 1990 Bicycle Master Plan were considered.

B. Projects that are committed to be funded by other programs in the next five years were eliminated.

   1) Bikeway projects that will be implemented in the 1994-98 Roadway CIP were eliminated.

   2) Projects that require small capital amounts (such as striping and signing bike lanes on built roads) were referred to the bicycle maintenance budget, and are therefore not projects requiring capital improvement funding.

C. The remaining projects were evaluated according to five criteria indicating bicycling needs. Projects that met any of the following tests were placed in the pool of candidate projects for ranking.

   1) <u>Hazardous Location</u>
   Projects at hazardous locations were identified. Hazardous locations are those with the three highest accident rates based on

state accident records or as reported by the public or the County Bicycle Citizen Advisory Committee.

2) Connections to Existing Facilities
Projects needed to connect existing County bikeways were identified for ranking.

3) Connections to Future Facilities
Projects that would provide important connections to bikeways that are scheduled to be built by 1998 by any jurisdiction were identified. Plan maps and capital programs from the cities of Gresham, Troutdale, Portland, and the State of Oregon were considered.

4) Cost-Sharing Opportunities
Bikeway projects that can be implemented in conjunction with other roadway improvements (paving projects, land developments, and road construction) in order to reduce bike program costs, were identified.

5) Local Match for Grant Projects

In 1992 the County Bikeway Program received a $80,000 grant from the Congestion Management/Air Quality (CM/AQ) program to conduct the Willamette River Bridges Accessibility Project (WRBAP). The $20,000 match for the project will be reserved in the Transportation Capital Improvement Program.

In 1993 the County applied for $1,000,000 for implementation of WRBAP recommendations. As part of the local match for this grant $100,000 will be reserved in the Transportation Capital Improvement Program. WRBAP projects receiving federal funding were given high priority for implementation. (See WRBAP section, page 213.)

In 1994, the Bikeway Program won approval of a $50,000 grant of Section 4 funds to provide bike lanes on 202nd Ave. between Stark St. and Burnside Rd. County will pay for any costs over the $50,000 local share.

RANKING PROCESS FOR BIKEWAY CIP PROJECTS

Bikeway improvement projects have been evaluated and ranked according to needs, to determine their order for implementation in the 1994-98 TCIP.

Five areas of need are considered:

1. Hazard Reduction
2. Potential Use
3. Outside Funding Opportunities
4. Bikeway System Enhancements
5. Additional Benefits

Every project received points for each area of need. The highest ranking projects have been scheduled for implementation, as funds allow.

Points Allocation

1. Hazard Reduction:

a) There is history of accidents.

Rate of over 8 reported accidents during the previous five-year period, per mile	5 points
6-7.9 reported accidents during five years, per mile	4 points
4-5.9 reported accidents during five years, per mile	3 points
2-3.9 reported accidents during five years, per mile	2 points
.1-1.9 reported accidents during five years, per mile	1 point

b) Public report of hazard, public request for route. 0-4 points

c) Traffic conditions:

1) Volume: > 10,000 Average Daily Traffic (ADT)	2 points
or 5,000 - 10,000 ADT	1 point
2) Inadequate width: Lane < 12' and available shoulder width < 4' (available shoulder width is less where cars are parked)	2 points
3) High speed: > 30 MPH (at 85th percentile or as posted)	2 points

2. Potential Use:

Potential use is assigned points according to these criteria:

a) Current bicycle use: 0-5 points
High = 5 points (e.g., Sauvie Island Road, Hawthorne Bridge, Marine Drive)
Medium = 3 points (e.g., Division Street, Burnside Road)

b) Logical destinations, including other bikeways, recreation areas, work sites, retail areas, schools: 1-5 points
Large number of destinations = 5 points
Medium number of destinations = 3 points
Small number of destinations = 1 point

3. Outside Funding Opportunities

If 100% of funding is available from a source other than the Bicycle Fund, the project will not be considered for Bicycle Program funding.

a) Outside funding is available for
80% - 99% of project costs 10 points
Below 80% funding assign 1 point per 10% funding from outside sources 0-8 points

4. Bikeway System Enhancement

a) Provides connections to
Two or more bikeway facilities that exist or have funding committed, 10 points

Or, one such bikeway facility 8 points

b) Provides a needed bikeway in an area without any 5 points

5. Additional Benefits and Factors

There may be significant assets not included in the above list (for instance: public demand, future connections, other opportunities). 1-15 points

BIKEWAY CAPITAL IMPROVEMENT PROJECTS, 1994-1998

Location	Length	Facility	Pre-eminent Need	RCIP	Funding	Capital Cost
Blue Lake Rd. 223rd Ave to Pt 2300' West	0.44	Shldr Bkwy	Cost Share		BCIP	$53,300
Broadway Bridge, Lovejoy Ramp NW 14th Ave to Broadway	0.13 (See Will. River Bridges)	Undetermined				
Butler Rd. 190th Ave to Regner Rd	1.86	Shldr Bkwy			PMS	$215,600
Butler Rd. Regner Rd to Hogan Rd	0.85	Bike Path			PRIV	$206,900
Buxton Rd. Columbia River Hwy to Cherry Park Rd	0.49	Bike Lane			BKFD	
Cherry Park Dr. 257th Dr to Troutdale Rd	0.57	L.S. Bikeway	Future Link		BCIP	$272,400
Columbia/Sandy River Route - 40 Mile Loop 223rd Ave to Graham Rd	3.80	Bike Path			UNFD	$925,100
Cornelius Pass Rd. St. Helens Rd to Mile Post 2	2.00	Shldr Bkwy			PMS	$231,900
Cornell Rd. Pt 5400' W of Thompson Rd to Skyline Blvd	1.47	Shldr Bkwy			PMS	$170,400
Division Dr. Troutdale Rd to Oxbow Dr	1.53	Shldr Bkwy			PMS	$177,400
Division St. 257th Ave to Troutdale Rd	1.04	Bike Lane				$120,600
Dodge Park Blvd. Orient Dr to County Line	4.15	Shldr Bkwy				$481,100
Giese Rd. 182nd Ave to 190th Ave	0.40	Shldr Bkwy			PMS	$46,400
Glisan St. 203rd Ave to 223rd Ave	1.06	Bike Lane		#2 Pri		$122,900
Glisan St. 223rd Ave to 242nd Dr	0.99	Bike Lane		#3 Pri		$114,800
Halsey St. 190th Ave to 210th Ave	0.53	Bike Lane		#1 Pri	RCIP	$61,400
Halsey St. 201st Ave to Crown Pt Hwy	3.22	Bike Lane			BKFD	$373,300
Harold St Pt 105' W of 105th Ave to 136th Ave	0.60	L.S. Bikeway				$27,800
Hawthorne Bridge & Ramps SW 1st to Grand Ave	0.90 (See Will. River Bridges)	Undetermined				
Hewett Blvd. Humphrey Blvd to Pt. 5200 W of Patton Rd	0.60	L.S. Bikeway				$27,800

BIKEWAY CAPITAL IMPROVEMENT PROJECTS, 1994-1998

Location	Length	Facility	Pre-eminent Need	RCIP	Funding	Capital Cost
Hogan Rd. Powell Blvd to Palmquist Rd	0.74	Shldr Bkwy			BCIP	$92,700
Humphrey Blvd. Pt 420' W of Patton Rd to Pt 1286' E of Hewitt Blvd	1.13	L.S. Bikeway				$52,400
Jenne Rd. 174th Ave to Pt 2050' N of Foster Rd	0.62	Bike Lane		#1Pri	RCIP	$71,900
Johnson Creek Bike Path - 40 Mile Loop Gresham to County Line	1.30	Bike Path			UNFD	$316,500
Main St. 162nd Ave to 174th Ave	0.57	L.S. Bikeway		#1 Pri	RCIP	$26,400
McKinley Rd. Pt 1900' E of Jenne Rd to 182nd Ave	0.50	Shldr Bkwy			PMS	$58,000
Orient Dr. US 26 to Salquist Rd	0.47	Bike Lane				$54,500
Orient Dr. Salquist Rd to Welch Rd	0.62	Bike Lane			GCIP	$71,900
Orient Dr. Welch Rd to Dodge Park Rd	1.04	Shldr Bkwy			PMS	$120,600
Oxbow Dr. Division Dr to Oxbow Pkwy	2.26	Shldr Bkwy			PMS	$261,200
Oxbow Park Road Oxbow Pkwy to Oxbow Park	1.22	Shldr Bkwy			PMS	$141,400
Oxbow Parkway Oxbow Dr to Oxbow Park Rd	1.34	Shldr Bkwy			PMS	$155,300
Palmquist Rd. - 40 Mile Loop Hogan Rd to Us 26	0.66	Bike Lane			GCIP	$76,500
Palmquist Rd. - 40 Mile Loop US 26 to Orient Dr	0.13	Bike Lane				$15,100
Patton Rd. Scholls Ferry Rd to Pt 400' S of Hewitt Blvd	1.18	L.S. Bikeway				$54,700
Powell Valley Rd. Burnside Rd to 257th Ave	0.35	Bike Lane				$40,600
Powell Valley Rd. 257th Ave to 282nd Ave	1.33	L.S. Bikeway				$61,700
Regner Road Roberts Rd to Butler Rd	1.51	L.S. Bikeway				$70,000
Salquist Rd. 262nd Ave to 282nd Ave	0.98	L.S. Bikeway				$45,400
Sauvie Island Bridge US 30 to Sauvie Island Rd	0.23 (See Will. River Bridges)	Undetermined				

BIKEWAY CAPITAL IMPROVEMENT PROJECTS, 1994-1998

Location	Length	Facility	Pre-eminent Need	RCIP	Funding	Capital Cost
Sauvie Island Rd. Gillihan Rd to Pt 600' S of Reeder Rd	2.09	Bike Path	Hazard		BCIP	$282,900
Sauvie Island Rd. 600' S of Reeder Rd to Ferry Rd	0.40	Shldr Bkwy	Hazard		BCIP	$46,400
Scholls Ferry Rd. Hewitt Blvd to County Line	1.34	Bike Lane				$155,300
Sellwood Bridge Macadam Bike Path to SE 6th Ave	0.37 (See Will. River Bridges)	Undetermined				
Shattuck Rd. Patton Rd to Windsor Ct	0.25	L.S. Bikeway				$11,600
Skyline Blvd. Cornelius Pass Rd to Rocky Point Rd	4.63	Shldr Bkwy			PMS	$536,700
Skyline Blvd. Pt 200' N of McNamee Rd to Cornelius Pass Rd	1.38	Shldr Bkwy			PMS	$160,000
Skyline Blvd. Pt 1000' S of Cornell Rd to Pt 450' E of Greenleaf Rd	0.85	L.S. Bikeway				$39,400
Springville Rd. Pt 200' W of Skyline Blvd to County Line	2.32	Shldr Bkwy			PMS	$269,000
Stark St. 257th Ave to Troutdale Rd	0.55	Bike Lane				$63,800
Stark St. - 40 Mile Loop Pt 2500' W of Troutdale Rd to Crown Pt Hwy	1.50	Shldr Bkwy			PMS	$173,900
Troutdale Rd - 40 Mile Loop Cherry Park Rd to Stark St	1.00	Bike Lane				$115,900
Troutdale Rd. Stark St to Sweet Briar Rd	0.76	Bike Lane	Hazard		BCIP	$22,600
Troutdale Rd. Sweet Briar Rd to Strebin Rd	0.21	Shldr Bkwy	Hazard		BCIP	$48,700
Troutdale Rd. Strebin Rd to 282nd Dr	1.39	Shldr Bkwy			PMS	$48,700
162nd Ave. Halsey St to Hoyt St	1.16	Bike Lane		#1 Pri	RCIP	$134,500
172nd Ave. Foster Rd to County Line	0.39	Shldr Bkwy			PMS	$45,200
174th Ave. Stark St to Division St	1.01	Bike Lane		#1 Pri	RCIP	$117,100
174th Ave.. Division St to Jenne Rd	0.87	Bike Lane		#1 Pri	RCIP	$100,900
181st Ave. Sandy Blvd to Halsey St	0.81	Bike Lane		#1 Pri	RCIP	$93,900

BIKEWAY CAPITAL IMPROVEMENT PROJECTS, 1994-1998

Location	Length	Facility	Pre-eminent Need	RCIP	Funding	Capital Cost
182nd Ave. McKinley Rd to Giese Rd	0.23	Shldr Bkwy			PMS	$26,700
185th Dr. Sandy Blvd to Marine Dr	0.31	L.S. Bikeway				$14,400
190th Ave. Powell Valley Rd to Highland Dr	0.38	L.S. Bikeway				$17,600
190th Ave. Highland Dr to Butler Rd	0.76	Bike Lane				$88,100
201st Ave./Dr. Sandy Blvd to Halsey St	0.80	Bike Lane		#1 Pri	RCIP	$92,700
202nd Ave. Halsey St to Glisan St	0.69	Bike Lane		#1 Pri	RCIP	$80,000
202nd Ave. Glisan St to Stark St	0.53	Bike Lane		#1 Pri	RCIP	$61,400
202nd Ave. Stark St to Burnside Rd	0.26	Bike Lane	Exist. Link		BCIP	$104,900
202nd Ave. Burnside Rd to Division St	0.74	Bike Lane				$85,800
202nd Ave. Division St to Powell Blvd	0.51	Bike Lane				$59,100
207th Ave. Sandy Blvd to 223rd Ave	1.50	Bike Lane		#1 Pri	RCIP	$173,900
209th Ave. 23rd Ct to Butler Rd	0.70	Bike Lane				$81,100
223rd Ave. Stark St to Glisan St	0.60	Bike Lane			RCIP	
223rd Ave. Glisan St to Halsey St	0.47	Bike Lane				$54,500
223rd Ave. Halsey St to Marine Dr	1.40	Bike Lane				$162,300
223rd Ave. Marine Dr to Pt 1086 N of Marine Dr	0.21	Bike Lane			RDFD	
242nd Ave. Glisan St to Stark St	0.58	Bike Lane			RDFD	
242nd Ave. Hall Rd to Division St	0.58	Bike Lane		#1 Pri	RCIP	$67,200
242nd Ave. Burnside Rd to Powell Blvd	0.26	Bike Lane		#1 Pri	RCIP	$30,100
257th Ave. - 40 Mile Loop Division St to Bull Run Rd	0.51	Bike Lane		#1 Pri	RCIP	

BIKEWAY CAPITAL IMPROVEMENT PROJECTS, 1994-1998

Location	Length	Facility	Pre-eminent Need	RCIP	Funding	Capital Cost
257th Ave - 40 Mile Loop Bull Run Rd to Powell Valley Rd	0.40	Bike Lane		#1 Pri	RCIP	$46,400
257th Ave. - 40 Mile Loop Powell Valley Rd to Palmquist Rd	0.33	Bike Lane				$38,300
282nd Ave. Troutdale Rd to Orient Dr	1.29	Shldr Bkwy			PMS	$149,500
302nd Ave. Division St to Orient Dr	2.12	Shldr Bkwy			PMS	$245,800
Totals:	**Length** 84.25 Miles				**Capital Cost**	$9,622,500

BCIP=Bikeway Capital Improvement Program
PMS=Pavement Management Fund
PRIV=Private Investment
UNFD=Unfunded
BKFD=Bicycle Fund
GCIP=Gresham Capital Improvement Program
RCIP=Roadway Capital Improvement Program

CAPITAL COST SUMMARY

Bike CIP =	$923,900
Road CIP =	$1,218,100
Gresham CIP =	$148,400
Subtotal: CIP Funded	$2,290,400
Pavement Management Fund =	$3,233,700
Private Investment =	$206,900
Subtotal: Non-CIP Funded	$3,440,600
Bike Fund Eligible Costs =	$1,241,600
Bike Fund Ineligible Funds =	$493,900
	$1,735,500
Unspecified Funding Source =	$2,156,000
TOTAL COUNTY BIKEWAY CAPITAL COSTS =	**$9,622,500**

Bikeway Lengths:

Bike Lanes	29.51
Bike Paths	8.04
Lane Sharing Bikeways	10.26
Shoulder Bikeways	34.81
Undetermined	1.63
Total Length	84.25 Miles

Estimated Unit Cost of Bike Facilities	Per Mile
Bike Path	$243,000
Bike Lane, Enhancement Only	$429
Lane Sharing Bikeway, Enhancement Only	$313

Note: Actual costs will vary due to existing conditions.
These are generalized cost estimates.

SIDEWALK CAPITAL IMPROVEMENT PLAN

Multnomah County 1994-1998 Sidewalk Capital Improvement Plan

The Multnomah County Transportation Division, has developed a comprehensive inventory of arterial streets that have curbs but lack sidewalks. Included in the Sidewalk CIP are only those urban arterial streets that have curbs and drainage facilities in place. It is costly to develop sidewalks on urban streets without curbs due to the expense of installing drainage facilities. Curbed streets with drainage facilities, significantly reduce sidewalk construction costs and provide for a cost effective sidewalk infill program.

Streets being constructed to urban standards typically include construction of sidewalks. These projects are described in the Roadway CIP section. Arterial streets are the focus of the Sidewalk CIP to establish the regional pedestrian network. The State Transportation Planning Rule and Comprehensive Plan Policy #33c, specify development of a comprehensive pedestrian network. (A more thorough Sidewalk CIP will follow adoption of the Sidewalk Master Plan, currently being developed.)

Evaluation Criteria

A series of criteria were established to evaluate potential sites for sidewalk infill. Criteria includes 1) proximity to light rail or other transit services; 2) concentration of commercial and high density residential uses; 3) proximity to schools and other community attractions; 4) concentration of mixed land uses; and, 5) ability to augment existing sidewalk sections. Each of the candidate sidewalk infill segments were ranked. Ranked segments were then combined into projects for development.

Focus Area Concept

Construction of sidewalks in urban areas has evolved over the years. Initially road improvements did not include sidewalks. Eventually this changed to installing sidewalks on only one side of the roadway, to current urban standards that include sidewalks on each side of the roadway. The concept used in this Plan is to focus sidewalk development along corridors. The goal is to construct all of the missing sidewalk links in each corridor.

Periodically, the County will make shoulder improvements to roadways without sidewalks. In urban areas this is an interim measure for safety purposes until the roadway is brought up to full urban standards. In rural areas shoulder improvements are standard measures to provide for pedestrian access.

MULTNOMAH COUNTY TRANSPORTATION DIVISION
SIDEWALK CAPITAL IMPROVEMENT PROJECTS, 1994-98

Street	From	To	Street Side	Length (ft)	Cost	SCORE
Division St	Eastman Pkwy	Victoria Ave	South	233	$5,825	24
Division St	176th Ave	180th Ave	South	1704	$42,600	23
Division St	175th Ave	182nd Ave	North	832	$20,800	23
Division St	190th Ave	223rd Ave	South & North	4513	$112,825	23
Division St	Main St	235th Ave	North	1919	$47,975	23
Stark St	172nd Ave	174th Ave	South	346	$8,650	23
Glisan St	181st Ave	202nd Ave	North	3752	$93,800	21
182nd Ave	Stark St	Division St	West	4848	$121,200	20
Stark St	202nd Ave	Burnside Rd	South	1237	$30,925	20
Stark St	214th Ave	223rd Ave	North	346	$8,650	20
Division St	LRT Crossing	Main Ave	North	197	$4,925	18
Stark St	217th Ave	223rd Ave	South	749	$18,725	16
Stark St	208th Ave	215th Ave	South	461	$11,525	16
Stark St	202nd Ave	Burnside Rd	North	1143	$28,575	16
174th Ave	Stark St	Division St	East	371	$9,275	14
Division St	Hood Ave	Kelly Ave	South	328	$8,200	13
192nd Ave	Stark St	Glisan St	East	221	$5,525	9
212th Ave	Burnside Rd	NW 15th St	West	472	$11,800	8
Glisan St	194th Ave	202nd Ave	South	1622	$40,550	8
212th Ave	Burnside Rd	Salmon St	West	64	$1,600	7
Burnside Rd	197th Ave	209th Ave	North	2257	$56,425	6
Division St	223rd Ave	NW 11th Dr	South	1351	$33,775	6
202nd Ave	Division St	NW 16th St	East & West	556	$13,900	5
212th Ave	Division St	Burnside Rd	East	991	$24,775	5
Division St	212th Ave	NW 11th Dr	North	1734	$43,350	5
Division St	Linden Ave	Burnside Rd	South	229	$5,725	5
Glisan St	242nd Dr	241st Pl	South	129	$3,225	5
Glisan St	202nd Ave	223rd Ave	South & North	638	$15,950	3
202nd Ave	Glisan St	NW 16th St	East & West	180	$4,500	0

Total Cost = $835,575

ROADWAY, BIKEWAY AND SIDEWALK

CAPITAL IMPROVEMENT PROGRAM

INTRODUCTION

The Transportation Capital Improvement Program

Multnomah County Transportation Division has instituted a capital improvement plan (CIP) process. This process follows guidelines established in the 1983 County Comprehensive Framework Plan: Physical Support System Policies. The objective of the Capital Improvement Plan is to identify and prioritize road and related improvements necessary to maintain and enhance the County transportation system.

The capital improvement process involves two major work elements: development of the Capital Improvement Plan (CIP), followed by development of the Transportation Capital Improvement Program (TCIP). The Capital Plan identifies capital needs for specific projects based on various information including traffic safety, road capacity and system deficiencies, economic development and community concerns. Once the inventory of capital needs has been identified, the Plan ranks the projects using objective criteria to determine the relative importance of future improvements.

In the past, the Transportation Capital Improvement Program has focused on road improvements which included bicycle and pedestrian facilities, and a Bikeway Capital Improvement Program (BCIP) that focused only on bikeway projects. This 1994-1998 capital improvement program includes roadway, bikeway and sidewalk capital improvements in one Transportation Capital Improvement Program. The Willamette River Bridges Capital Improvement Plan and Program is addressed in the Willamette River Bridges section of this document.

Capital planning identifies segments of the county road system that have not been improved to County standards. The Capital Program implements the CIP by assigning available revenue to the highest ranked capital projects. Roadway, bikeway and sidewalk projects are ranked separately. A schedule is established of ranked and funded projects for each year from 1994 to 1998 (see Page 89).

Capital programming schedules resources over the five-year period to bring portions of the system up to standards. Future revenue is estimated and allocated to the highest ranked projects until estimated revenue is fully allocated. A number of constraints influence this schedule, which may change the order in which projects are constructed. (See Development Constraints, Appendix V.)

Capital Projects

Capital improvements are projects to improve county transportation facilities where either substantial reconstruction or new construction is required. Examples of capital projects include:

Road reconstruction
Extensive guardrail replacement
Sidewalk construction
Extensive drainage improvements
New signals and upgrades to existing signals
Intersection improvements
Road widening and the construction of new roadways
Bikeway construction

Road maintenance projects such as crack sealing, pavement overlays, striping and signing are not funded by the Transportation Capital Improvement Program. Maintenance is funded separately in the Transportation Division Operations and Maintenance Budget. There are instances where roads that have been developed to current standards require major reconstruction. In these instances, those projects receive top funding priority. They are identified in the TCIP as maintenance repairs.

Transportation Funding Strategy

County Comprehensive Framework Plan: Policy #34: Transportation, provides guidance to the Division in developing the County transportation system.

The adopted County policy is to develop a safe and efficient trafficway system using the existing road network, and by:

(1) Improving streets to the standards established by the road classification system;
(2) Placing priority on maintaining existing trafficways; and
(3) Making improvements to the existing system which maximizes its capacity rather than constructing new facilities.

This policy establishes the overall capital improvement funding strategy: to enhance the existing road system before constructing new facilities. Consequently, road maintenance requirements are funded prior to funding capital needs. Capital projects are scheduled for construction which address the most critical transportation needs based on the objective evaluation process.

TCIP Organization

The Transportation Capital Improvement Program presented in the following sections summarizes in the following sections:

- Projects recommended for funding are determined in the Project Schedule section.

- Estimated costs and funding sources for each project.

- Schedule for project implementation and constraints to development are also identified.

The TCIP Process section describes in general terms the relationship between the Capital Plan and the Capital Program. The capital programming process is described in greater detail.

The Funding section discusses assumptions used to develop revenue forecasts, and provides a general description of revenue sources utilized by the Multnomah County Transportation Division to fund capital improvements.

The Conclusion section provides a summary of transportation capital needs and funding capabilities for roadway, bikeway and sidewalk capital projects.

The final Project Schedule section describes project categories and the capital improvement schedule. Project detail sheets describe each proposed improvement. This section represents the culmination of the CIP and TCIP process.

The BCIP section identifies revenues and bikeway capital improvement projects

Sidewalk Capital Improvement Program (SCIP) projects and revenue sources are identified in the SCIP.

THE CAPITAL PROGRAMMING PROCESS

The Transportation Capital Improvement Program implements necessary transportation improvements identified in the CIP. The Plan has identified the array of capital needs on the County system and established priorities among these future capital projects. The process developed to implement the Plan is illustrated in the CIP Flow Chart, Appendix IV. Implementing the capital plan requires budgeting available revenue to the most critical and highest ranked transportation projects.

The first step in this process is to prepare revenue forecasts. The revenue forecast is based on future projections regarding population growth trends, number of registered motor vehicles, road miles in the County system, gas tax revenue, and federal forest receipts. (See Transportation Funding section for a complete explanation of revenue sources.)

The second step is to determine constraints to project development. Priority one CIP projects are compared with other public and private projects occurring in County road rights-of-way. This comparison will determine if a County CIP project will conflict with other non-CIP projects. The purpose of reviewing possible development constraints is to: 1) establish the earliest date that construction could begin for each CIP project; and, 2) coordinate development activities within road rights-of-way; and, 3) reduce the costs of implementing individual projects. Coordination of construction activities in road rights-of-way can reduce costs of individual projects, but may delay construction of the road project to accommodate the other projects. Development constraints reviewed include:

1. Local jurisdictions' capital programs for sanitary sewer, water, and storm sewer systems may delay a road project.

2. The Mt. Hood Parkway environmental impact evaluation will delay several County projects along the Parkway corridor until an alternative is selected. Selection of the preferred alternative is expected by Fall 1997.

3. Projects funded from outside revenue sources may require an environmental analysis, or other planning and decision processes that could delay a project.

4. Utility construction (water, power, sewers and communication) are coordinated with each city or utility district or utility company for each County project.

5. Right-of-way acquisition is assumed to require one year to complete.

The Development Constraints schedule (Appendix V) indicates the earliest date to begin project construction. Project dates take into account all of the known development constraints.

After revenue forecasts are prepared and the earliest construction dates are identified, the next step is to schedule projects for construction. The highest ranked projects with the earliest start dates are assigned available revenue.

Two or more projects maybe combined into a single project when convenient or economical. For example, a signal safety project may be incorporated with a road improvement when they coincide. However, where a priority intersection project would be significantly delayed by a road project, the intersection project will remain independent of the road project. Scheduling of County projects can also be effected by scheduling and funding of other related projects.

The Capital Plan and Program for Multnomah County roads, signals, sidewalks and bridges (other than Willamette River Bridges) are reviewed and approved at a public hearing before the Board of County Commissioners. Prior to public hearings, new projects were solicited at five public meetings held throughout the county.

East County cities have the opportunity to review draft documents and suggest changes or resolve differences. The East Multnomah County Transportation Committee will review the recommended plan and program, and make its recommendation to County Commissioners. Upon Board approval, the first two years of the program will be budgeted in the Transportation Division's annual budget (Multnomah County Road Fund Budget). Projects scheduled for the third through the fifth years of the program may change as the result of the biennial update of the CIP.

Updating the CIP

The Multnomah County CIP process is continuous and open, allowing citizen input at any time. The County transportation system is dynamic, changing in response to land use decisions and infrastructure life cycles. Consequently, the Capital Improvement Plan and Program must be updated regularly.

The Capital Improvement Plan and Program is reviewed by Transportation Division staff annually. Changing transportation needs plus community concerns, project delays, escalating project cost and changes in revenue sources will invariably alter the County's capital program. A full update process involving all interested parties is scheduled every two years and reviewed by the East Multnomah County Transportation Committee and approved by the Board of County Commissioners.

The annual staff review and the biennial full review will ensure that limited resources for capital projects will be allocated to the most critical capital needs. An "**Annual Supplemental Schedule**" will be distributed at the beginning of each fiscal year to update the program.

TRANSPORTATION FUNDING

Introduction

Multnomah County funds its transportation responsibilities through the Road Fund which is a dedicated revenue source comprised primarily of transportation user fees. State Highway Trust Funds, Federal Forest Receipts and County Gasoline Taxes are the primary sources of revenue. Road funds are restricted by county ordinance or the Oregon State Constitution for road purposes only. However, these sources can be used for planning, engineering, constructing and maintaining facilities within road rights-of-way.

The total capital need identified in the CIP is $137.4 million. The funding capability identified in the County Transportation Capital Improvement Program for the five-year period is estimated at $19.5 million. Limited revenue resources, and additional requirements (i.e. permitting) do not allow all projects to be completed in an ideal time-frame. The capital program will need to be modified as revenue forecasts and capital needs change.

Revenue and cost estimates are based on historical records and the best available current information. No assumptions have been made concerning potential changes in state and federal sharing of transportation funding (i.e. no additional or reduced state and federal revenue).

The Transportation Funding section explains: 1) where road fund revenues (which pay for capital improvements) are derived, 2) what kind of outside funds can be used for capital improvements, and 3) requirements of Multnomah County in allocating funds including: the Portland Intergovernmental Agreement (Portland Agreement), Willamette River Bridges requirements, road maintenance and the Bike Fund. Finally, assumptions used in developing the revenue forecasts for the CIP are discussed.

Revenue Sources

Road Fund Sources

Road fund revenues for Multnomah County are derived primarily from three sources:

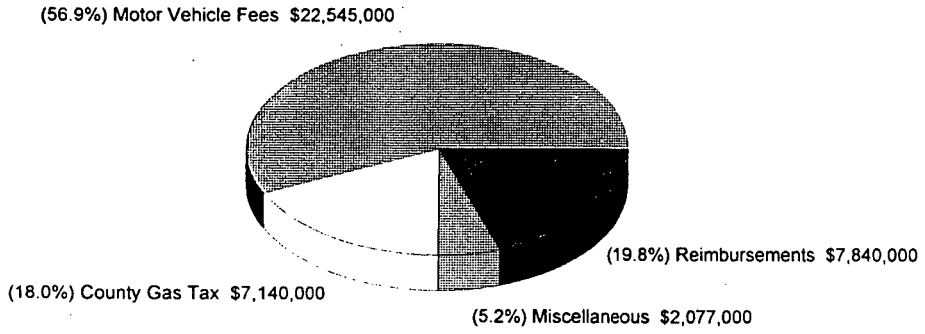
1. State Highway Trust Fund: Revenue from this source includes the State gasoline tax, weight/mile tax, and vehicle registration fees which are each constitutionally dedicated to road-related uses. The State Highway Trust Fund is distributed to the State, counties and cities at a rate of 60%, 24% and 16% respectively, after funding the Department of Motor Vehicles. Multnomah County is expected to receive $22.8 million in FY 95-96 in gross revenue (before distribution to the city of Portland per the 1983 Portland Agreement). One percent is dedicated to bikeways and pedestrian facilities.

2. Federal Forest Receipts: These revenues derive from timber cut in National Forests within Multnomah County. Under Oregon Revised Statute (ORS) 293.560, the funds received are allocated at a rate of 75% to the Road Fund and 25% to the School Fund. Annual revenue to the Road Fund is estimated at $440,000.

3. County Gasoline Tax: Established under Multnomah County Code (MCC) 5.30.030 as a business license fee for Multnomah County, the one cent per gallon tax was imposed in 1977, and increased to three cents per gallon in 1981. Today, the three cents raises approximately $7 million annually.

Other revenue in the Road Fund includes service reimbursements including fees related to new development, and interest on investments. The following pie chart depicts Road Fund revenue sources as a percentage of the total revenue available for road related capital projects.

Road Fund Revenues
FY 1994 - 95



Total New Revenue	$32,456,049
Total BWC	$7,190,462
Bikeway Fund BWC	$123,212
Corner Preservation Fund BWC	$320,000
NPDES & Tualatin River Basin Project	$414,000

Adopted June, 1994

Outside Funds

There are two primary sources of federal funds used by Multnomah County to fund road improvements: Surface Transportation Program (STP) funds and Highway Bridge Repair and Replacement (HBRR) funds.

Congress passed the Intermodal Surface Transportation Efficiency Act (ISTEA) in 1991. This act substantially modifies the way federal transportation funds are used for transportation purposes. Congress created the broad and flexible STP revenue category to replace more restrictive road funding categories. A percentage of these funds is distributed to the metropolitan region by the state. These dollars are available competitively to Multnomah County and other agencies for alternative transportation projects, as well as road projects.

Federal bridge funds (HBRR) are available to Oregon based upon a formula defining the relative condition of bridges throughout the state applies to the Willamette River Bridges for Multnomah County.

State funds are also available for safety improvement projects which are deemed eligible based on historical accident data. The Transportation Division applies for those funds when specific projects qualify.

Revenue Requirements

Capital Program

Annual allocations are made from the Road Fund for Willamette River Bridges, the County Bike Fund, and road maintenance plus the Portland Agreement. Remaining funds are then allocated to road capital projects which may also include bikeways and sidewalks. Estimated Road Fund monies for the 1994-1998 capital program are shown on Page 89.

Fiscal Year 1994-95 includes carryover projects, outside funded projects, and $3.2 million for new capital projects allocated from the Road Fund. Fiscal Year 1995-96 revenue available for new capital projects is projected to be $1 million. Revenue available for new capital projects in FY 1996-97, 1997-98 and 1998-99 is estimated to average $1 million each year. Projects not completed in prior years will modify total capital outlay each year by the amount of carryover.

Portland Agreement

In 1984 the city of Portland and Multnomah County entered into an intergovernmental agreement to share revenues and road responsibilities related to the City's annexation of unincorporated Multnomah County. County maintained roads within the city limits of Portland were transferred to the City in conjunction with a share of the County's road fund dollars. The

formula for sharing County road funds with the City provided for an increased share of revenue based on miles of road transferred and population increases from annexation.

The Portland Agreement was amended in 1989 so that all user fee revenues received by the County and City are shared based solely on proportional road mileage of the City and County systems. Additionally, the agreement sets forth a requirement that a minimum of $6 million over ten years will be spent by the County on urban transition projects; $300,000/year for road improvements inside the Portland urban service boundary, and $300,000/year on transit streets. While the agreement resulted in a decrease in road funds available to the County, the amendment has offset the decrease. County Road Fund revenue estimated to be transferred to the City of Portland in 1994-95 is $15.5 million, and $16.2 million in 1995-96 (approximately 47% of the County's transportation budget).

Willamette River Bridges

In the Portland Agreement, yearly allocations of funds for capital construction and maintenance on the six County-maintained Willamette River Bridges is specified. These bridges are: the Sellwood, Hawthorne, Morrison, Burnside, Broadway, and Sauvie Island. A portion of this money is a set aside (through the Portland Transfer) and subtracted from the County road funds prior to administration of the sharing formula. Another portion is subtracted from the City's allocation. (Please refer to the City of Portland Intergovernmental Agreement, amended August, 1984 for more detailed information.) Programming funds for capital construction of the Willamette River Bridges is done under the County's *Capital Improvement and Program for the Willamette River Bridges* section of the Transportation Capital Improvement Program.

Road Maintenance

Historically, Multnomah County has put great emphasis on maintenance of its road system. Each budget year, the maintenance programs for the County road network and bridge system are fully funded. As a result, the County does not have a maintenance backlog on the surface street system.

Bike Fund

Under ORS 366.514, one percent of the State Highway Trust funds received by the County is to be spent on bicycle facilities or footpaths. Multnomah County has established a separate fund for bicycle facility development. These resources are programmed under the Bicycle Capital Improvement Program section.

Transportation Initiatives Agreement

In FY 1994-95 Multnomah County reached a tentative agreement to transfer roads and other resources to the cities of Fairview, Troutdale and Gresham. Included in the proposed transfer is

approximately 70 miles of local roads, along with revenue to maintain the roads. Beginning in FY 1995-96 Multnomah County will transfer $413,550 which is reflected in the projected revenues available for capital programs. The amount will be adjusted annually to reflect the Portland consumer price index.

Revenue Forecast Assumptions

The following assumptions are used to develop revenue forecasts for the Transportation Capital Improvement Program.

- State Trust Fund monies to be received by the County are forecast from a County model which assumes a base revenue developed from historical data.

    1. The base revenue is shared with counties and cities at an average percentage rate of 24.38% and 15.57% respectively.

    2. Multnomah County's share of all counties' share of the State Highway Fund is 16.586% (number of registered vehicles in Multnomah County/number of registered vehicles Statewide).

    3. Portland's share of Trust Fund monies is 25.726% of the cities' share which is based on a population formula.

- The Multnomah County gasoline tax raises about $7 million annually.

- Willamette River Bridges maintenance costs and a portion of capital costs are taken off the top of the County's share of the State Highway Trust Fund and County Gas Tax. An additional portion for capital is taken from the City of Portland's share per the Portland Agreement.

    1. Willamette River Bridge maintenance costs are $1,764,788 in 1994-95 and estimated to be $1,826,555 in 1995-96.

    2. The annual bridge capital requirement is $1,500,000; $1,060,000 from County share, with the remainder from Federal Forest Receipts and city of Portland.

- Federal Forest receipts are retained by the County and are not factored into the sharing formula for the Portland Agreement. Projected revenue is estimated at $440,000/year in 1995-96.

- Total revenue for sharing with the city of Portland is comprised of:
  - State Highway Trust Fund for the County
  - County Gasoline Tax (less Willamette River Bridge allocations)

- State Highway Trust Funds to the City.

1. Revenue is shared based on the percentage of city road miles and county road miles.

2. Portland annexations will be complete by the end of FY 1994-95. County will retain approximately 400 miles in the road system.

- Subtracted from the City's allocation of shared revenue is a portion of Willamette River Bridges (WRB) capital budget. This revenue is given to the County.

- County's user fee allocation of the Road Fund includes:
  County allocation of shared revenue
  + Urban service and WRB set asides from Portland
  + Federal Forest receipts
  + Funds taken off the top for WRB maintenance and capital.

Other Revenue

- County road receipts include other revenue in addition to user fees. These include: reimbursements, permits, interest and miscellaneous (excluding beginning working capital), which are expected to provide $2,500,000 per year.

- Other revenues are projected at a constant rate, with the exception of beginning working capital.

- Beginning working capital is comprised primarily of obligated funds not yet spent, and unaccounted revenue as a result of over forecasting.

CONCLUSION

The Transportation Capital Improvement Program has been developed to implement the capital plan. The capital plan identifies projects of greatest need on the Multnomah County road system. The capital program identifies funding sources and schedules the priority one projects for construction.

Priority one projects represent capital needs that should be constructed within the 5 year program period. Priority two projects are improvements of lesser need, to be reconsidered following implementation of priority one projects. Priority three projects are identified capital needs that can be deferred and will be considered for long-range improvement.

The CIP schedules 114 Priority 1, 2, and 3 transportation projects. Total estimated liability for all 114 projects is approximately $132 million in 1994 dollars. Anticipated revenue in budget years 1994 - 1998 is $19.5 million. Funding requirements for Priority 1 projects is $38 million which exceeds available revenue.

The capital planning and programming process is designed to ensure that limited resources for transportation capital projects will be allocated to the most critical transportation needs. The priority ranking system developed in the Plan recognized 34 priority one projects. Eighteen of these projects have been scheduled for development in this TCIP. Also scheduled are 13 carryover projects identified in the previous capital improvement program which are under or near construction. These 47 projects (18 new plus 29 carryover) are shown in the Projects/Schedule section. The 16 unfunded Priority 1 projects amount to approximately $18.5 million and will be reconsidered for funding in 1996-00. The 31 unfunded Priority 2 capital projects total over $37 million, and the 49 unfunded Priority 3 long-term capital needs total over $56 million in 1994 dollars.

The Bikeway CIP identifies 84 projects totalling $9.6 million. Anticipated revenue is $418,283 in budget years 1994-1998. Many of the projects will be constructed as part of other road improvements or from potential grants. Similarly, the Sidewalk CIP requires more funds than are available. The program attempts to fund and construct those projects that demonstrate the greatest need.

Constantly changing community needs will alter County transportation program priorities over time before all projects can be constructed. The Transportation Capital Improvement Program is reviewed by Transportation Division on an annual basis, and fully revised including public input biennially. The current CIP is based on the best available revenue and cost information, and by clear and objective means, sets forth a strategy for addressing the highest priority transportation needs.

ROADWAY CAPITAL IMPROVEMENT PROGRAM

1994-1998 ROADWAY CIP

The total capital need identified in the Roadway Capital Improvement Plan is $132 million, for 114 candidate projects. Needed facility improvements are ranked by facility type and include:

Arterial Streets
Collector Streets
Local Streets
Bridges (other than Willamette River Bridges)
Intersections

The CIP includes Priority 1, 2, and 3 project needs as immediate or intermediate or long-term development. The transportation capital funding capability of Multnomah County for the next five year period is approximately $19.5 million with approximately $107.5 million in projects unfunded. Thus, projects with the most critical need and no development constraints are programmed for priority one development.

Of the 114 current CIP candidate projects, 12 new projects are scheduled in the Capital Improvement Program for development during 1994-1998. Twenty-six carryover projects from prior capital improvement programs are also scheduled during 1994-1998. Completion of these 26 projects requires approximately $2 million.

1994-1998 ROADWAY CAPITAL IMPROVEMENT PROGRAM

NEW CAPITAL ALLOCATION SUMMARY BY CATEGORY AND PRIORITY

	Liability*	Program (FY 94-94)
Priority 1		
Arterial	$26,555,000	$12,915,000
Bridges	$870,000	
Collector	$7,266,000	$2,800,000
Local	$0	
Signal Safety	$3,524,000	$1,010,000
Carryover & Other	N/A	$6,447,216
Subtotal	$38,215,000	$23,172,216
Priority 2		
Arterial	$19,165,000	
Bridges	$3,550,000	
Collector	$12,597,000	
Local	$775,000	
Signal Safety	$1,521,000	
Subtotal	$37,608,000	
Priority 3		
Arterial	$19,485,000	
Bridges		
Collector	$35,635,000	
Local		
Signal Safety	$1,312,000	
Subtotal	$56,432,000	
TOTAL	$132,255,000	$23,172,216

*As identified in the 1994-1998 Transportation Capital Improvement Plan

Project Categories

The Roadway Capital Improvement Program consists of nine funding categories: Arterial, Collector, Local, Signal Safety, Bridges, Development Support, Drainage, Guardrail, and Safety Improvements. A separate category, Carryover, includes Transportation Capital Improvement Program projects which fall under one or more of these funding categories as previously allocated, but not completed in the prior year. The Bikeway Capital Improvement Program and Sidewalk Capital Improvement Program are contained in separate sub-sections

Funding Category Definitions

Arterial Streets

Arterial streets carry the highest volumes of traffic in the county road system, are four to five lanes, and are the regional traffic arteries of the East County road system. Arterial streets continue to be the most critical need on the county road system.

Arterial streets carry the most traffic between cities and provide direct connection between regional activity centers. Development of a multi-modal arterial system not only insures an efficient transportation network, it also reduces the negative effects of through traffic using neighborhood streets. Consequently, the highest priority, aside from maintaining the existing system, is to make necessary improvements to the arterial streets.

Collector Streets

Collector streets are the next highest priority and carry area traffic between neighborhoods and the arterial system. Collectors are not intended to serve through traffic.

Signal Safety

Traffic signals and turn lanes at intersections facilitate traffic flow and safety. Intersection and signal improvements can be developed independent of a road project. The improvement of lane geometry, signal timing, or adding lanes at intersections can provide additional capacity and safety for an entire road segment.

Bridges

Bridges in this CIP, excluding Willamette River Bridges, are integral to the County road system should be improved as roadways are improved. For example, narrow railroad bridges over the existing roadway will need to be widened. Willamette River Bridges under Multnomah County jurisdiction can be found in the *Capital Improvement Plan and Program for the Willamette River Bridges* section of this document.

Local Streets

Local streets provide access to private property and do not serve through traffic. Consequently, local streets usually carry the lowest volume of traffic and are a relatively low priority for capital improvements.

Development Support

These funds are used in coordination with private road development projects e.g., shopping centers and subdivisions, by providing right-of-way and additional improvements for the benefit of the public.

Drainage

Storm sewers, sump systems, and other drainage improvements are constructed in conjunction with road improvement projects or where a drainage problem exists. Drainage projects are generally funded in conjunction with road improvement projects.

A drainage issue funded under this category could include (1) measures to properly drain an existing roadway (e.g. where standing water is found), and (2) measures to relieve adjoining property from roadway runoff impacts.

Guardrails

Guardrail installation and repair is usually funded as part of the road safety program. Guardrails are sometimes included in conjunction with a rural road project.

New guardrail or a replacement guardrail projects that are independent of a road project are funded in this category.

Safety Improvements

Monies are set aside for unanticipated traffic hazards requiring immediate attention to minimize hazards, e.g., to repair a washed out roadway, and are funded from this category.

Traffic signal preemption devices for emergency vehicles are funded from monies set aside in this category or are included in designated intersection improvement projects. Specific intersections have been identified for preemption devices and are listed on Page 87. Preemption devices involving Light Rail Services (Tri-Met involvement) at certain intersections require more investigation before committing funds to those devices.

Carryover

The Capital Improvement Program must include a carryover category because some road projects take more than one year to complete. Carryover funds from the previous fiscal year, and the status of projects are shown in the 1994-1998 Transportation Capital Improvement Program. The program for Carryover projects is based on best available information.

CIP Project Schedule

The five-year Capital Improvement Program schedule is shown in the 1994-1998 Capital Improvement Program on Page 89. Projects are listed in order of highest ranking within each category and priority. The schedule displays by year monies allocated for right-of-way acquisition and/or construction for each programmed project. A Project Detail Sheet provides greater information on the scope of work intended for each scheduled project.

Project Detail Sheets

Project Detail Sheets describe the transportation projects scheduled for construction within the Capital Improvement Program for 1994-1998. Project detail description are organized by order of project ranking, scheduled to be completed within the five-year period.

Information on the Project Detail Sheets include:

* Project Name (street name and from - to termini points);
* Page Number (page number of project in this section of the Program);
* Map Number (the identification number on the CIP and Program Map);
* Project Number (a unique number assigned for cost accounting purposes for budgeted projects, if available);
* Project Description (brief description of the planned improvements);
* Detail Map of Project Area (highlighting project location).

The marked boxes of the project detail sheet indicate what is included as part of the project. Funding sources and costs are allocated per budget year, and totaled.

SIGNALIZED INTERSECTIONS IDENTIFIED FOR PREEMPTION DEVICES

At the request of the city of Gresham, Multnomah County agreed to review and study the potential of installing traffic signal preemption devices to assist emergency vehicles maneuver through signalized intersections. Preemption devices allow emergency vehicles to manually control the signal, allowing for their safe passage.

The preemption devices have been installed at seven of the requested intersections thus far. Thirteen intersections remain requiring installation. Six of the intersections have been programmed for installation, and seven require further analysis as outlined below. The intersections requiring further analysis are affected by light rail passage for signal preemption coordination.

Intersection	Installation Year	Funding Category
172nd Ave/Glisan St	1995/96	In conjunction with signal safety project
174th Ave/Stark St	1994/95	In conjunction with signal safety project
182nd Ave/Tibbetts St	1995/96	$18,000 safety improvement
185th Ave/Stark St	1994/95	$8,000 safety improvement
162nd Ave/Stark St	1994/95	In conjunction with signal safety project
190th Ave/Division St	1995/96	In conjunction with 190th Avenue Improvement
181st Ave/Burnside Rd		Requires further analysis
Stark St/Burnside Rd		Requires further analysis
188th Ave/Burnside Rd		Requires further analysis
197th Ave/Burnside Rd		Requires further analysis
172nd Ave/Burnside Rd		Requires further analysis
162nd Ave/Burnside Rd		Requires further analysis
190th Ave/Stark St		Requires further analysis

MULTNOMAH COUNTY
DEPARTMENT OF ENVIRONMENTAL SERVICES TRANSPORTATION DIVISION
1994-98 ROADWAY CAPITAL IMPROVEMENT PROGRAM

PROJECT NAME (From/To)	FY 1994-95	FY 1995-96	FY 1996-97	FY 1997-98	FY 1998-99
Category: Arterial					
Stark St (257th Ave/Trtdl Rd) TIF		$1,600,000			
Halsey St (190th Av/207th Av)			$2,400,000		
Halsey St/223rd Ave (Combined) TIF		$1,700,000			
207th Connector (Halsey St/Glisan St)		$3,300,000			
Jenne Rd (Foster Rd/PowellBd)				$1,100,000	
Corbett Hill Rd (1200'-2200' S of I-84)			$900,000		
Category: Collector					
201st Ave (Halsey St/Sandy Blvd)					$1,300,000
Hensley Rd (257th Dr/Trtdl Rd)			$400,000		
Troutdale Rd (Strebin Rd/Stark St)			$1,400,000		
201st Ave (Halsey St/Glisan St)				$800,000	
Bull Run Rd (Burnside Rd/257th Dr)		$600,000			
202nd Ave (Stark St/Glisan St)			$1,200,000		
190th Ave (Division St/Yamhill St)				$700,000	
Category: Signal					
Orient Dr/282nd Av	$310,000				
Halsey St/238th Dr			$385,000		
Burnside Rd/242nd Dr				$385,000	
Glisan St/172nd Ave		$115,000			
SUBTOTAL	$310,000	$7,315,000	$6,685,000	$2,985,000	$1,300,000
Category: Development Support	$150,000	$400,000	$400,000	$400,000	$400,000
SE Division St	$60,000				
NE Cherry Park Rd	$400,000				
Misc Projects	$734,019				
Category: Drainage	$30,000	$50,000	$50,000	$50,000	$50,000
Category: Maintenance Repairs					
Corbett Hill Rd Slide Repair		$200,000			
Gordon Creek Road Repair		$100,000			
Burnside Rd (Powell Bd/242nd Dr)		$1,000,000			
181st St (Halsey St/Burnside Rd)		$600,000			
Category: Sidewalks	$148,775	$113,725	$92,675		$99,500
Category: Bicycles	$120,000	$763,000	$222,000	$55,000	$120,000
CAPITAL BUDGET	$1,952,794	$10,541,725	$7,449,675	$3,490,000	$1,969,500
Category: Safety Improvements					
Orient Dr/257th Dr Signal			$660,000		
Lower Rocky Point Rd (state)					
Halsey St/162nd Ave Signal	$50,000				
Walters Rd (Powell Bd/7th St)	$100,000				

TIF=Traffic Impact Fee

MULTNOMAH COUNTY
DEPARTMENT OF ENVIRONMENTAL SERVICES TRANSPORTATION DIVISION
1994-98 ROADWAY CAPITAL IMPROVEMENT PROGRAM

PROJECT NAME (From/To)	FY 1994-95	FY 1995-96	FY 1996-97	FY 1997-98	FY 1998-99
Category: Carryover*					
Division St/235th Av: Signal	Cp				
E Burnside Rd-Phase II	Cp				
221st Av/223rd Av-Road/Bridge	Cp				
Stark St (242nd Dr/257th Dr)		$2,000 Rs			
Stark St (257th Ave/Trtdl Rd)		$150,000 R			
Stark St (223rd Av/242nd Dr)		$24,292 Cp			
Cornelius Pass Rd/Skyline Blvd	Cp				
Cornelius Pass Rd/Skyline B. Cnst	Cp				
Cleveland Av (Division St/Powell B)		$1,000 Rs			
190th Av (Yamhill St southerly)		Cp			
Halsey St (190th Av/201st Av)		$22,584 R			
Bull Run Rd (Burnside Rd/257th Dr)		$11,536 R			
242nd Dr (Hall St/Division St)	Cp				
Halsey St/223rd Av		$103,928 R,C			
Orient Dr/257th Dr		$263,517 R			
Stark St/202nd Av Signal		$9,697 R			
Stark St/202nd Av Signal		$5,000 C			
Stark St/174th Av Signal		$23,200 C			
Hogan Rd (Johnson Creek Bridge)	Cp				
Palmer Mill Road-Slide Repair	Cp				
Stark St/162nd Av Signal		$100,000 C			
Hist Columbia River Hwy		$400,797 C			
242nd Dr (Burnside Rd/Powell Blvd)		$8,388 R			
Troutdale Rd (Strebin Rd/Stark St)		$140,000 C			
207th Connector					
Unit 1 (I-84/Halsey St.)		$100,000 C			
Unit 2 (Halsey St/Glisan St)		$420,566 C			

Project Status Codes: C=Construction, Cp=Complete, Cn=Cancel. D=Delay, R=ROW, Rs=Reserve funds for closeout
*Carryover funds have been budgeted in previous fiscal years and are continued until project is complete, they are not cumulative.

1994-1998 Project Detail Sheets - Index

1.* SE Stark Street (257th Drive - Troutdale Road)
2. NE Halsey Street (190th Avenue - 207th Avenue)
3. NE 223rd Avenue (Glisan Street - Halsey Street) and
   NE Halsey Street (207th Avenue - 223rd Avenue)
4. NE 207th Avenue Connector (Halsey Street - Glisan Street)
5. SE Jenne Road (north of Foster Road - south of Powell Blvd)
6. E Corbett Hill Road (1,200'-2,200' south of I-84)
7. NE 201st Avenue (Halsey Street - Sandy Boulevard)
8. NE Hensley Road (257th Drive - Troutdale Road)
9. SE Troutdale Road (Strebin Road - Stark Street)
10. NE 201st Avenue (Halsey Street - Glisan Street)
11. SE Bull Run Road (Burnside Road - 257th Drive)
12. NE 202nd Avenue (Stark Street - Glisan Street)
13. SE 190th Avenue (Division Street - 2,400' south of Yamhill Street)
14. SE Orient Drive/282nd Avenue Intersection
15. NE Halsey Street/238th Drive Intersection
16. Burnside Road/242nd Drive Intersection
17. NE Glisan Street/172nd Avenue Intersection
18. Burnside Road (Powell Boulevard - 242nd Drive)
19. NE 181st Avenue (Halsey Street - Burnside Road)
20. SE Orient Drive/SE 257th Drive Intersection
21. NE Halsey Street/NE 162nd Avenue Intersection
22. SE Walters Road (Powell Boulevard - 7th Street)
23. SE Stark Street/SE 174th Avenue Intersection
24. SE Stark Street/SE 162nd Avenue Intersection
25. Historic Columbia River Highway

*Number refers to page number found in upper right-hand corner of Project Detail Sheet.

____ Carryover

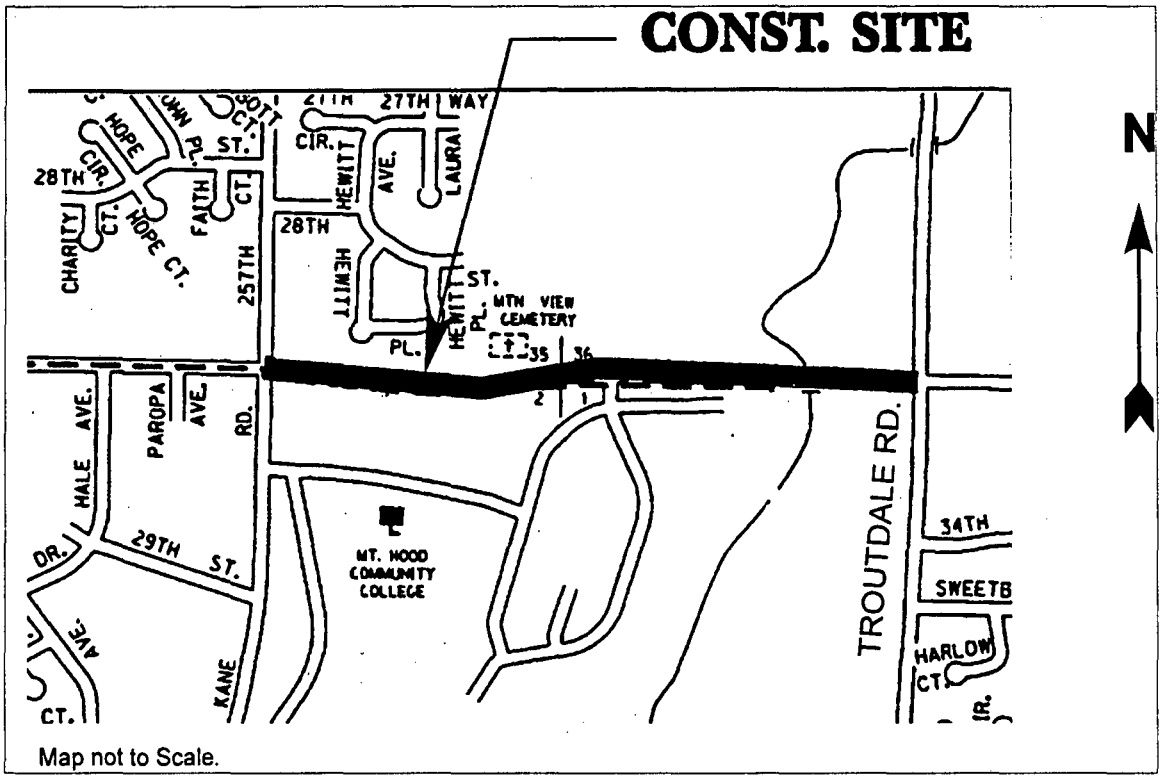
PROJECT DETAIL

Page No. 1

X New Project

Map No. 409

Program:	Project:
Transportation Capital	SE Stark St (257th Dr - Troutdale Rd)
Project Description:	Improve NE Stark St to arterial standards by widening the existing two lanes to provide for four traffic lanes, a continuous left-turn lane, bike lanes, sidewalks and intersection improvements.



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☐ STRUCTURES	☒ SIGNAL	☒ BICYCLE/PED.
☒ ROAD CONST.	☒ INTERSECTION IMPROVEMENT	☒ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☐ OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY		$1,600,000				$1,600,000
FEDERAL						
TOTAL		$1,600,000				$1,600,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION		$1,600,000				$1,600,000
TOTAL		$1,600,000				$1,600,000

____ Carryover

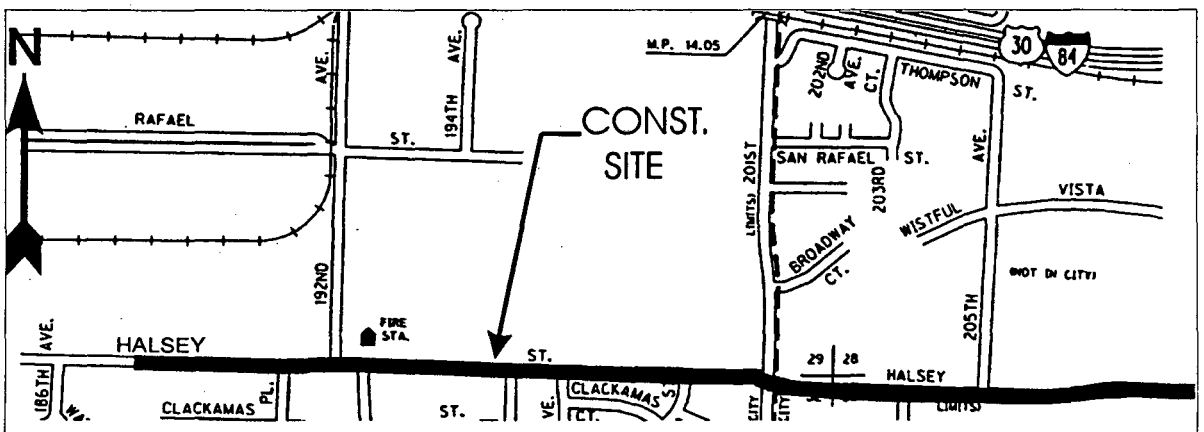
PROJECT DETAIL

Page No. 2

X New Project

Map No. 200

Program:	Project:
Transportation Capital	NE Halsey St (190th Ave - 207th Ave)
Project Description:	Improve NE Halsey St to arterial standards by widening existing two lanes to 66' paved width including two travel lanes, a continuous left turn lane, a traffic signal, intersection improvement, sidewalks, bike lanes, and street lights. Ditch drainage is upgraded to storm sewer.



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☒ ROAD CONST.	☒ INTERSECTION IMPROVEMENT	☒ DRAINAGE
☒ ILLUMINATION	☐ BRIDGES	☐ OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY			$2,400,000			$2,400,000
FEDERAL						
TOTAL			$2,400,000			$2,400,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION			$2,400,000			$2,400,000
TOTAL			$2,400,000			$2,400,000

____ Carryover

PROJECT DETAIL

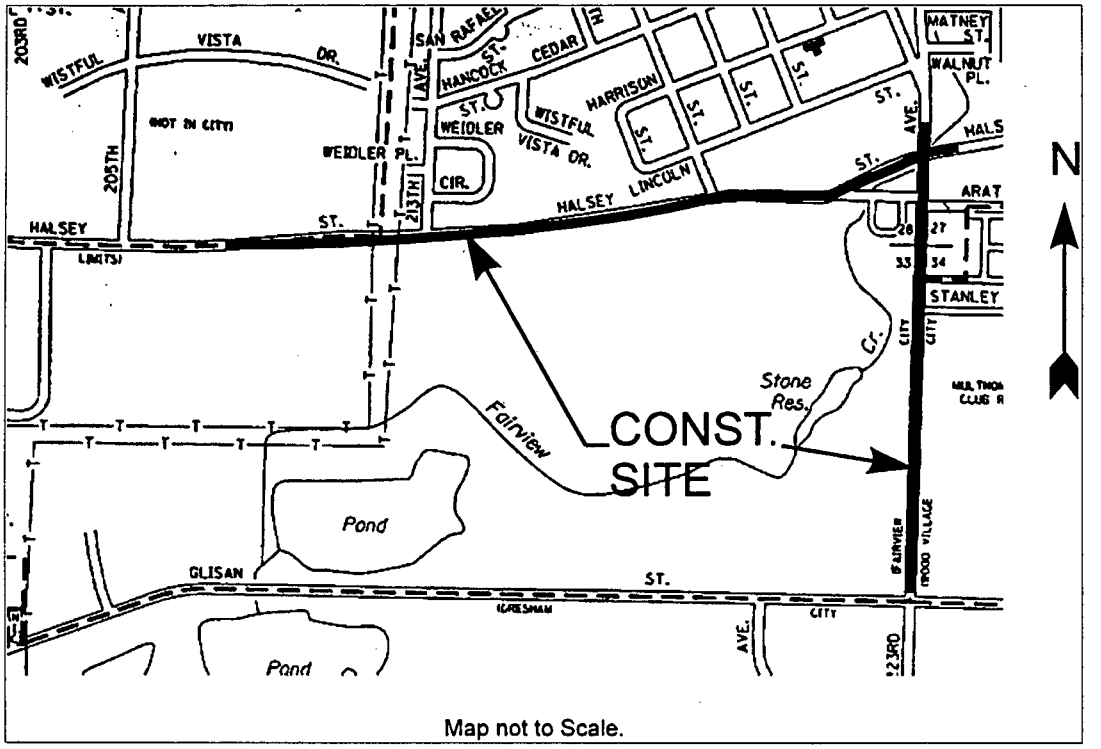
Page No. 3

X New Project

Map No. 404, 454 & 423

Program:	Project:
Transportation Capital	NE Halsey St / 223rd Ave Combined Project

Project Description: Construct NE 223rd between NE Halsey St and NE Glisan St, and construct NE Halsey St between NE 207th Ave and NE 223rd Ave to two through lanes and continuous center left turn lane. Intersection improvements include turn lanes and new traffic signals at Halsey St/223rd Ave and Glisan St/223rd Ave.



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☒ ROAD CONST.	☒ INTERSECTION IMPROVEMENT	☒ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☒ OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY						
FEDERAL		$1,700,000				$1,700,000
TOTAL		$1,700,000				$1,700,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION		$1,700,000				$1,700,000
TOTAL		$1,700,000				$1,700,000

____ Carryover

PROJECT DETAIL

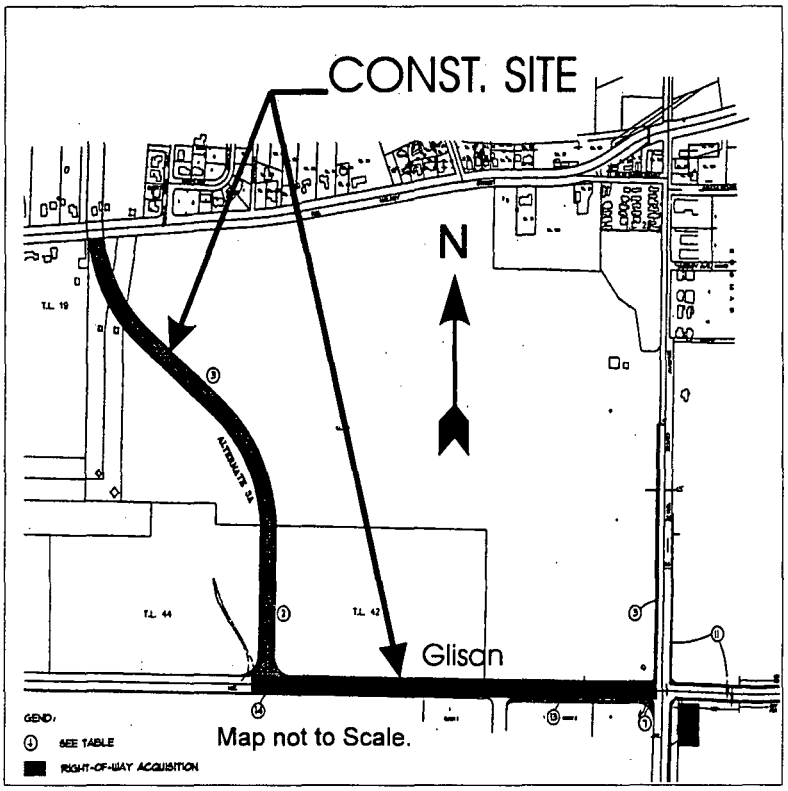
Page No. 4

X New Project

Map No. 421

Program:	Project:
Transportation Capital	NE 207st Ave. Connector (NE Halsey Blvd. - NE Glisan St.)

Project Description: Construct new 207th Ave Connector to arterial standards between Halsey St. & Glisan St. Reconstruct Glisan St. between 207th Ave. Connector and 223rd Ave.



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[X] ROAD CONST.	[X] INTERSECTION IMPROVEMENT	[X] DRAINAGE
[ ] ILLUMINATION	[ ] BRIDGES	[ ] OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY		$3,300,000				$3,300,000
FEDERAL						
TOTAL		$3,300,000				$3,300,000
COST						
RIGHT-OF-WAY		$300,000				$300,000
CONSTRUCTION		$3,000,000				$3,000,000
TOTAL		$3,300,000				$3,300,000

____ Carryover

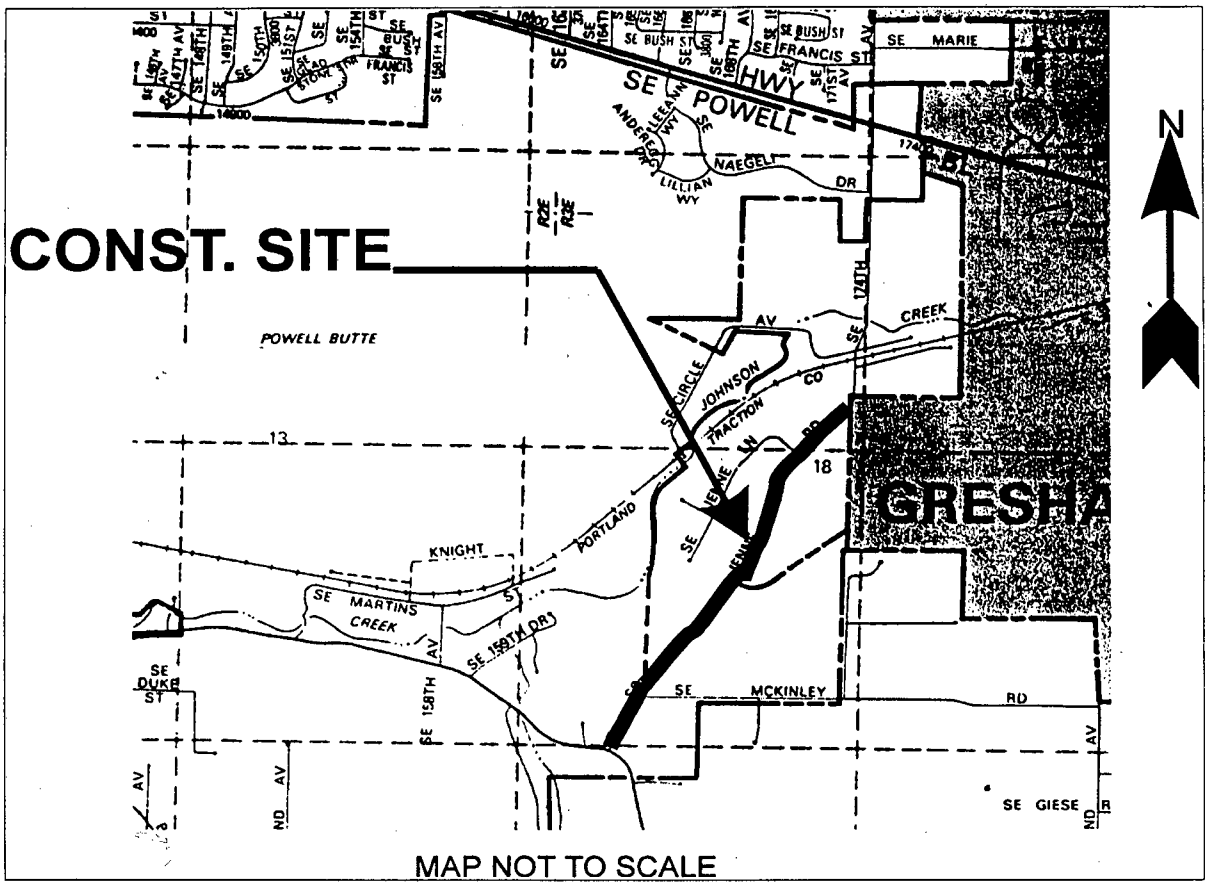
PROJECT DETAIL

Page No. 5

X New Project

Map No. 306

Program:	Project:
Transportation Capital	Jenne Rd. (Foster Rd. - Powell Blvd.)
Project Description:	Construct Jenne Rd, 880' south of Powell Blvd and 2,050' north of Foster Road to rural arterial standards with shoulder improvements.



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- [x] ROAD CONST.
- [ ] INTERSECTION IMPROVEMENT
- [ ] DRAINAGE
- [ ] ILLUMINATION
- [ ] BRIDGES
- [ ] OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY				$1,100,000		$1,100,000
FEDERAL						
TOTAL				$1,100,000		$1,100,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION				$1,100,000		$1,100,000
TOTAL				$1,100,000		$1,100,000

___ Carryover

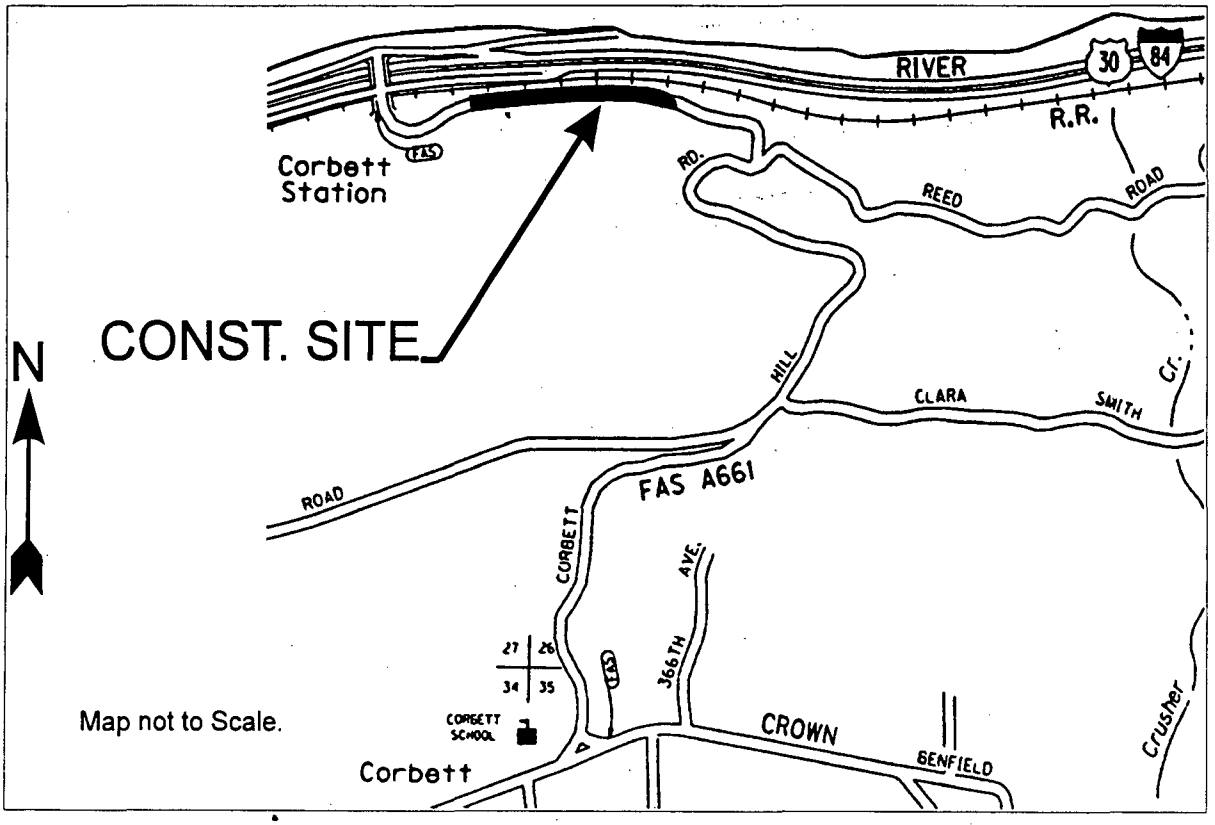
PROJECT DETAIL

Page No. 6

X New Project

Map No. ___

Program:	Project:
Transportation Capital	Corbett Hill Rd. (1200' to 2200' S. of I-84)
Project Description:	Construct roadway with shoulder improvements.



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- [ ] SIGNAL
- [ ] BICYCLE/PED.
- [x] ROAD CONST.
- [ ] INTERSECTION IMPROVEMENT
- [ ] DRAINAGE
- [ ] ILLUMINATION
- [ ] BRIDGES
- [ ] OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY			$900,000			$900,000
FEDERAL						
TOTAL			$900,000			$900,000
COST						
RIGHT-OF-WAY			$35,000			$35,000
CONSTRUCTION			$865,000			$865,000
TOTAL			$900,000			$900,000

___ Carryover

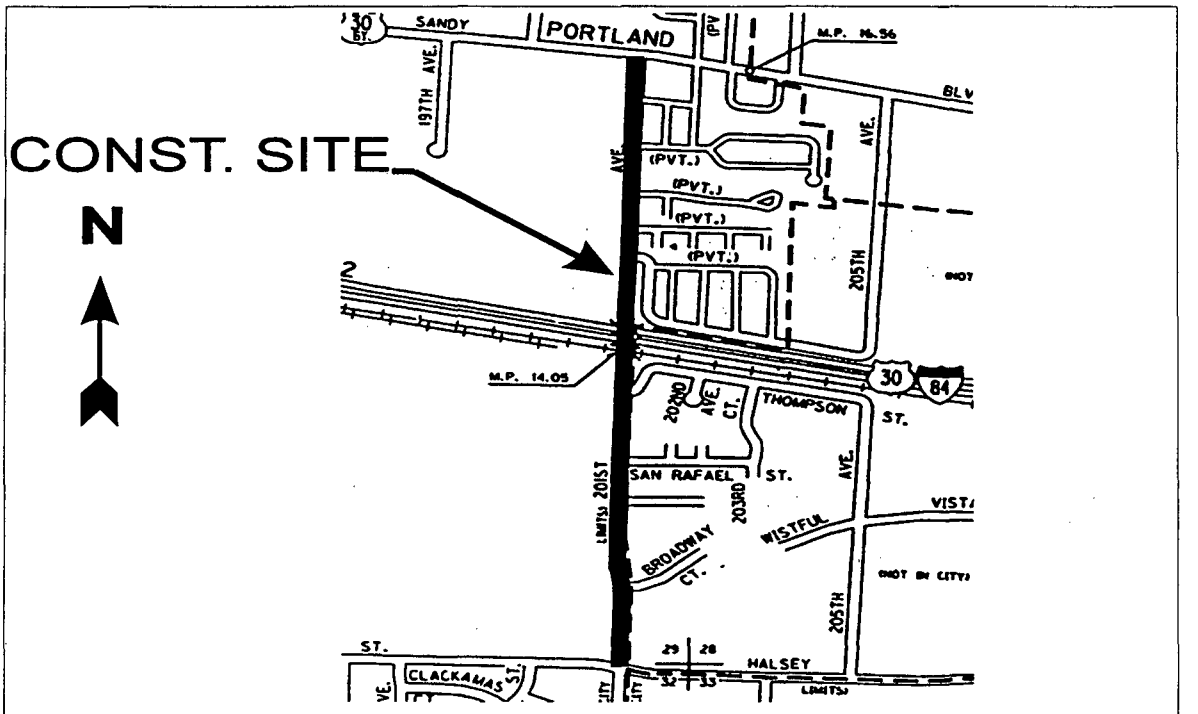
PROJECT DETAIL

Page No. 7

X New Project

Map No. 235

Program:	Project:
Transportation Capital	NE 201st Ave. (NE Halsey Blvd.- NE Sandy Blvd.)
Project Description:	Improve NE 201st Ave to collector standards.



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☐ STRUCTURES	☒ SIGNAL	☒ BICYCLE/PED.
☒ ROAD CONST.	☒ INTERSECTION IMPROVEMENT	☒ DRAINAGE
☐ ILLUMINATION	☒ BRIDGES	☐ OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY					$1,300,000	$1,300,000
FEDERAL						
TOTAL					$1,300,000	$1,300,000
COST						
RIGHT-OF-WAY					$80,000	$80,000
CONSTRUCTION					$1,220,000	$1,220,000
TOTAL					$1,300,000	$1,300,000

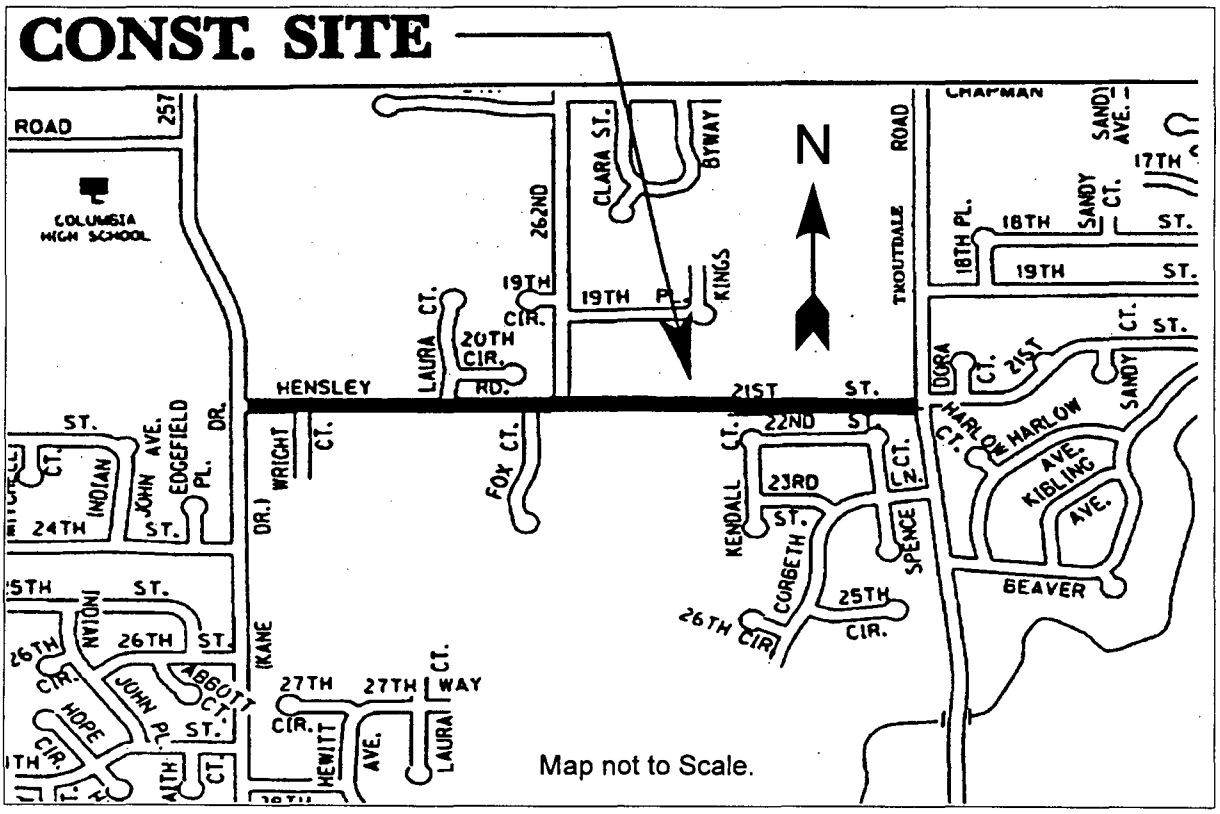
____ Carryover

PROJECT DETAIL

X New Project

Map No. 440

Program:	Project:
Transportation Capital	Hensley Road (257th Ave - Troutdale Rd)
Project Description:	NE Hensley Road will be developed to neighborhood collector standards to include two traffic lanes, sidewalks and intersection improvements. Storm sewer will be installed.



☐ STRUCTURES	☐ SIGNAL	☒ BICYCLE/PED.
☒ ROAD CONST.	☒ INTERSECTION IMPROVEMENT	☒ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☐ OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY						
FEDERAL			$400,000			$400,000
TOTAL			$400,000			$400,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION			$400,000			$400,000
TOTAL			$400,000			$400,000

X Carryover

X New Project

PROJECT DETAIL

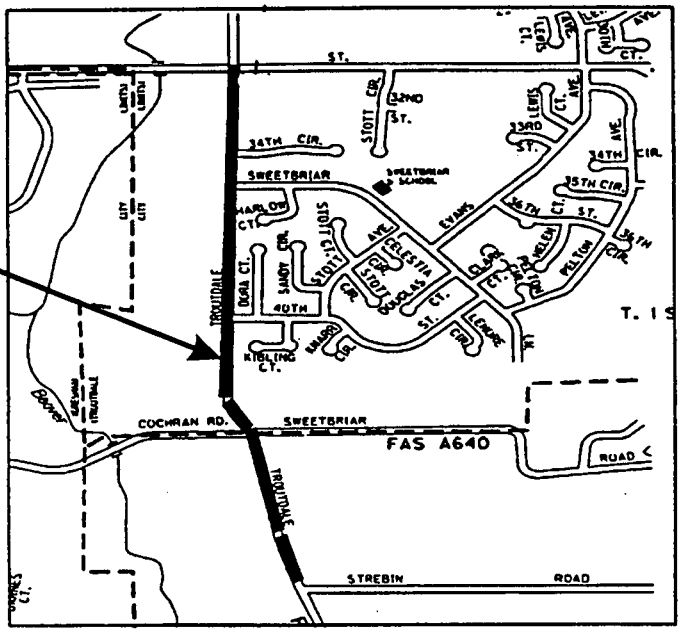
Page No. 9

Map No. 434 & 459

Program: Transportation Capital	Project: Troutdale Rd. (Strebin Rd. - Stark St.)
Project Description:	SE Troutdale Road will be improved from two lanes to collector standards with two traffic lanes, a center left turn lane, bike lanes and sidewalks. Intersection improvements and storm drainage are included in the improvement.

CONST. SITE

N



Map not to Scale.

☐ STRUCTURES	☐ SIGNAL	☒ BICYCLE/PED.
☒ ROAD CONST.	☒ INTERSECTION IMPROVEMENT	☒ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☐ SIDEWALK

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY			$1,400,000			$1,400,000
FEDERAL						
TOTAL			$1,400,000			$1,400,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION			$1,400,000			$1,400,000
TOTAL			$1,400,000			$1,400,000

___ Carryover

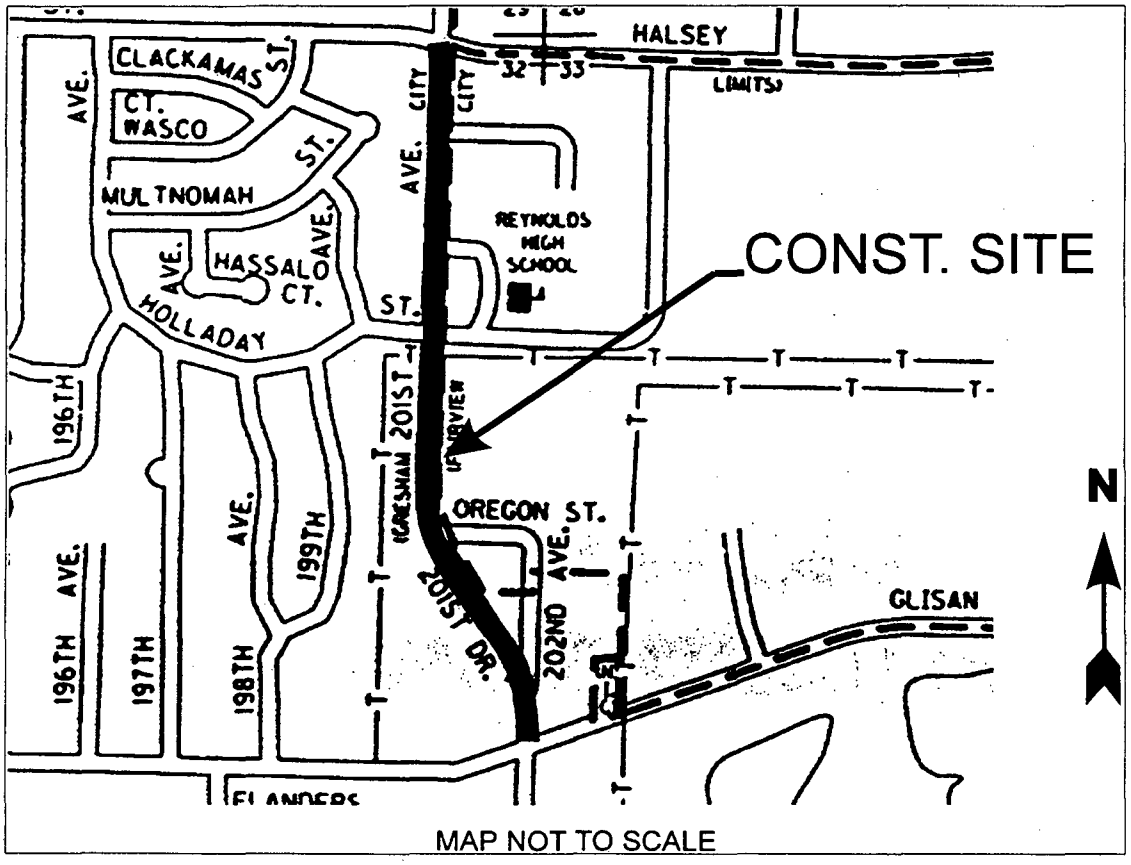
PROJECT DETAIL

Page No. 10

X New Project

Map No. 240

Program:	Project:
Transportation Capital	NE 201st Ave. (NE Halsey St- NE Glisan St.)
Project Description:	Improve NE 201st Ave to collector standards. Final alignment will require corridor study.



☐ STRUCTURES	☒ SIGNAL	☒ BICYCLE/PED.
☒ ROAD CONST.	☒ INTERSECTION IMPROVEMENT	☒ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☒ SIDEWALK

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY				$800,000		$800,000
FEDERAL						
TOTAL				$800,000		$800,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION				$800,000		$800,000
TOTAL				$800,000		$800,000

___ Carryover

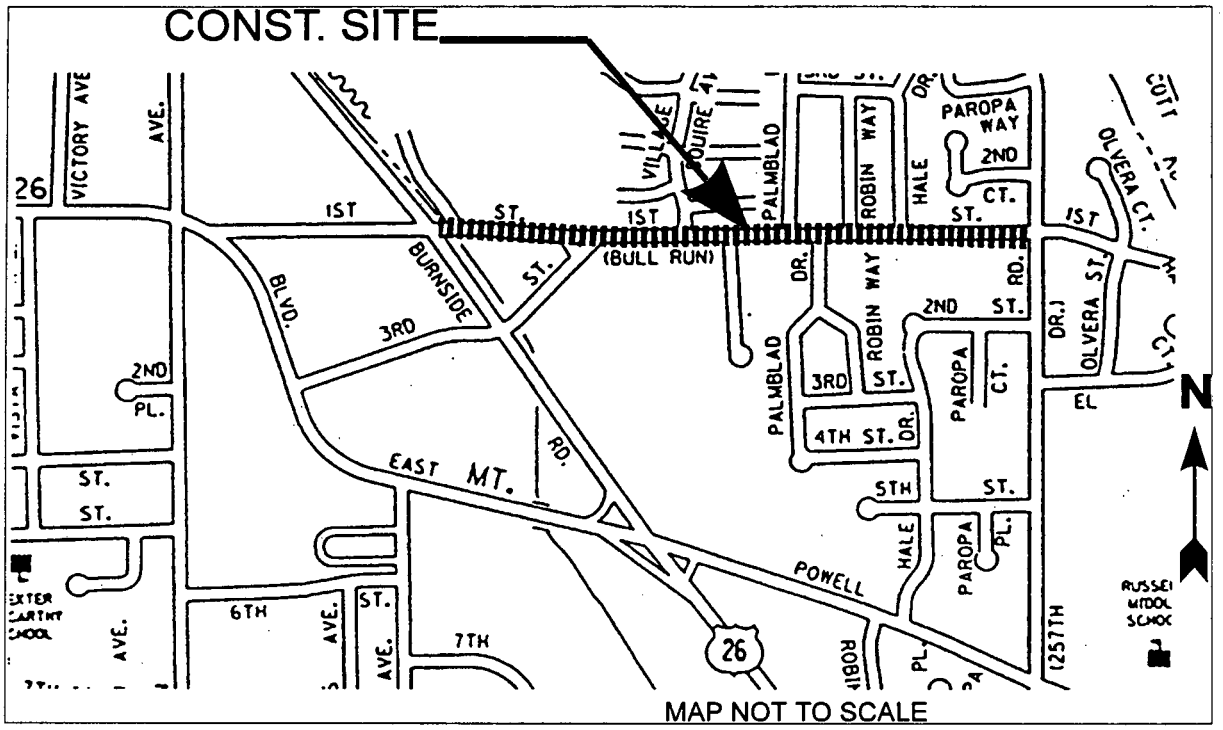
PROJECT DETAIL

Page No. 11

X New Project

Map No. 521

Program:	Project:
Transportation Capital	Bull Run St. (Burnside Rd..- SE 257th Dr)
Project Description:	Construct Bull Run St to collector standards with a center turn lane, sidewalk and drainage improvements.



☐ STRUCTURES	☐ SIGNAL	☒ BICYCLE/PED.
☒ ROAD CONST.	☐ INTERSECTION IMPROVEMENT	☒ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☐ OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY		$600,000				$600,000
FEDERAL						
TOTAL		$600,000				$600,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION		$600,000				$600,000
TOTAL		$600,000				$600,000

____ Carryover

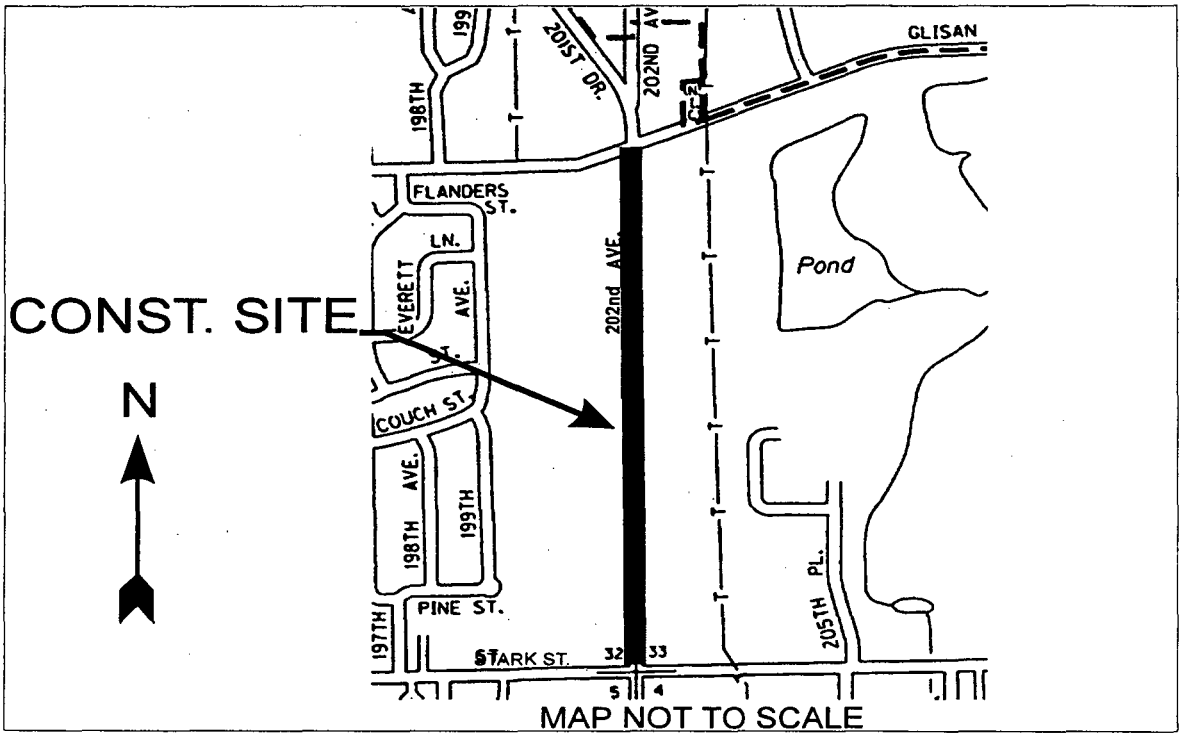
PROJECT DETAIL

Page No. 12

X New Project

Map No. 210

Program:	Project:
Transportation Capital	NE 202nd Ave. (SE Stark St. - NE Glisan St.)
Project Description:	Construct NE 202nd Ave to collector standards. Final alignment requires corridor study



☐ STRUCTURES	☒ SIGNAL	☒ BICYCLE/PED.
☒ ROAD CONST.	☒ INTERSECTION IMPROVEMENT	☒ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☐ OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY			$1,200,000			$1,200,000
FEDERAL						
TOTAL			$1,200,000			$1,200,000
COST						
RIGHT-OF-WAY			$130,000			$130,000
CONSTRUCTION			$1,070,000			$1,070,000
TOTAL			$1,200,000			$1,200,000

___ Carryover

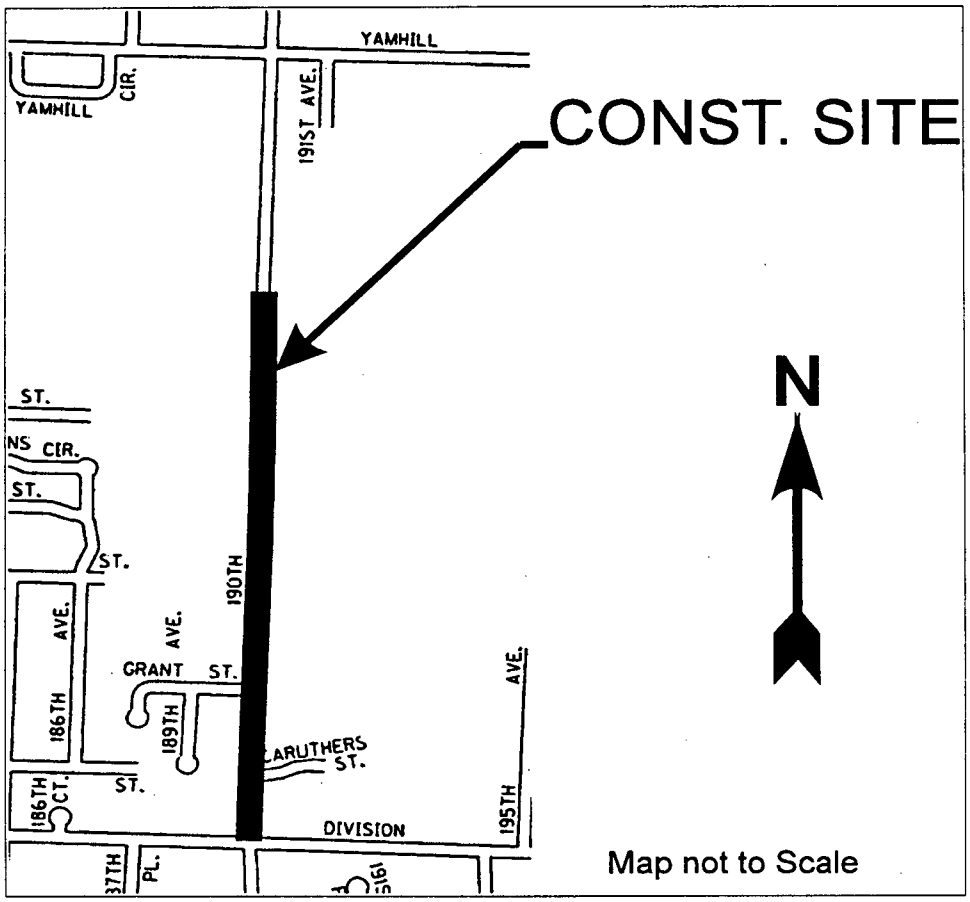
PROJECT DETAIL

Pag 13

X New Project

Map 220

Program:	Project:
Transportation Capital	SE 190 SE 190th Ave (Yamhill St-Division St)
Project Description:	Improve SE 190th Ave to collector standard from 2,400' south of Yamhill St to Division St



☐ STRUCTURES	☐ SIGNAL	☐ BICYCLE/PED.
☒ ROAD CONST.	☐ INTERSECTION IMPROVEMENT	☒ DRAINAGE
☒ ILLUMINATION	☐ BRIDGES	☒ SIDEWALK

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY				$700,000		$700,000
FEDERAL						
TOTAL				$700,000		$700,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION				$700,000		$700,000
TOTAL				$700,000		$700,000

___ Carryover

PROJECT DETAIL

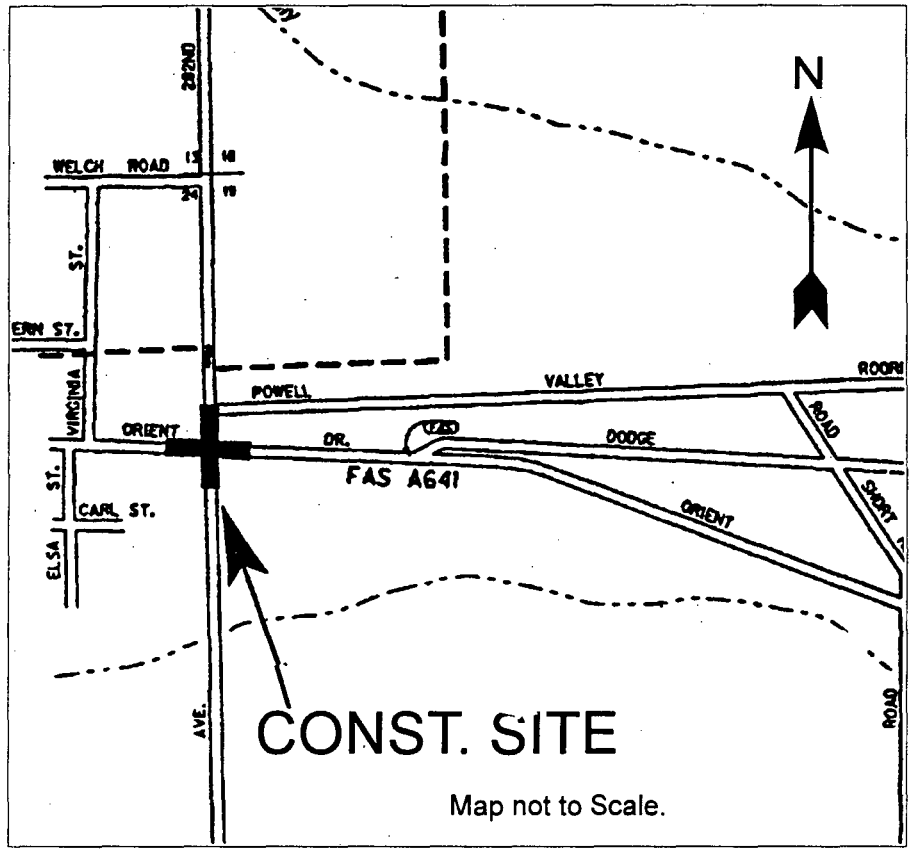
Page No. 14

X New Project

Map No. 550

Program:	Project:
Transportation Capital	SE Orient Dr / 282nd Ave

Project Description: Install new traffic signal at the intersection of Orient Drive and 282nd Ave, including turn lane improvements.



☐ STRUCTURES	☒ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☒ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☐ OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY	$310,000					$310,000
FEDERAL						
TOTAL	$310,000					$310,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION	$310,000					$310,000
TOTAL	$310,000					$310,000

____ Carryover

PROJECT DETAIL

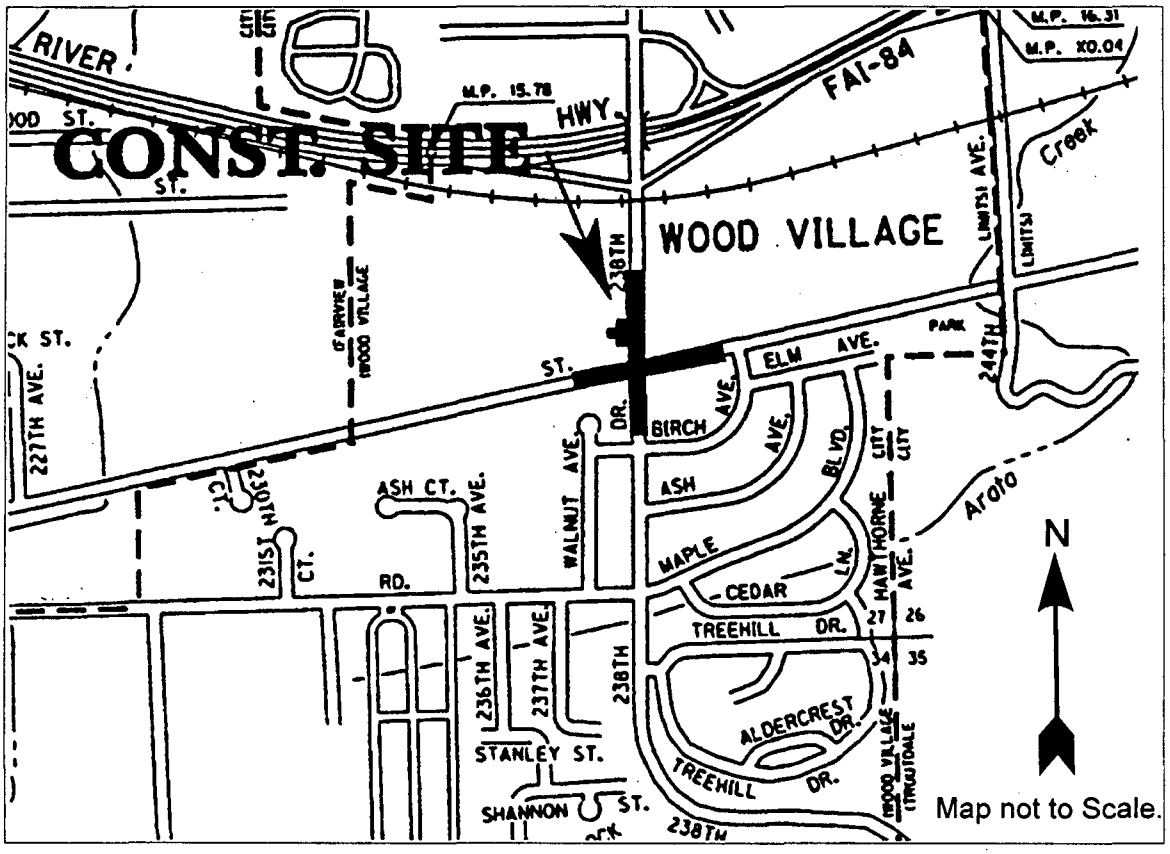
Page No. 15

X New Project

Map No. 451

Program:	Project:
Transportation Capital	Halsey St / 238th Ave.

Project Description: Install new traffic signal at the intersection of NE Halsey St and 238th Ave, including new sidewalks, turn lane improvement, and street lights. Project will be coordinated with ODOT interchange improvements at I-84.



☐ STRUCTURES	☒ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☒ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☒ ILLUMINATION	☐ BRIDGES	☐ OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY			$385,000			$385,000
FEDERAL						
TOTAL			$385,000			$385,000
COST						
RIGHT-OF-WAY			$110,000			$110,000
CONSTRUCTION			$275,000			$275,000
TOTAL			$385,000			$385,000

____ Carryover

PROJECT DETAIL

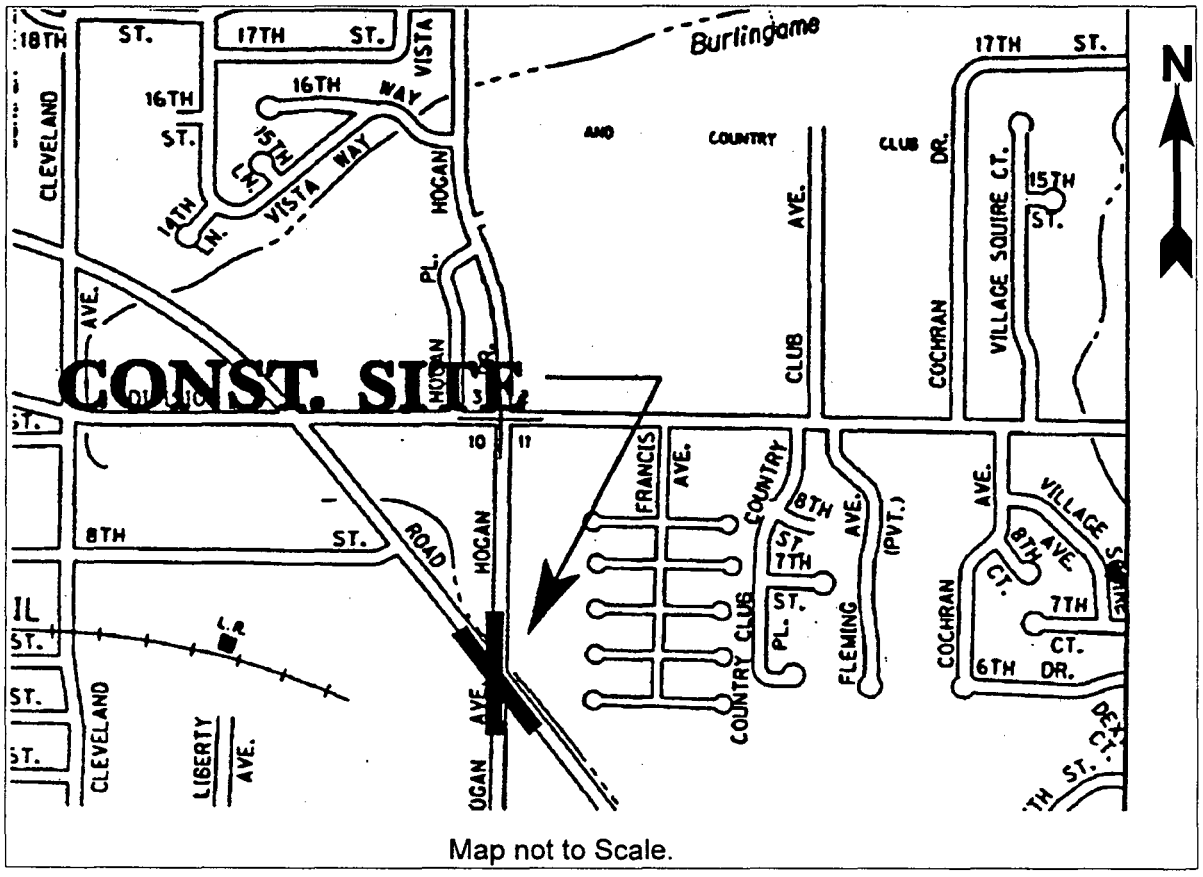
Page No. 16

X New Project

Map No. 559

Program:	Project:
Transportation Capital	Burnside Rd/242nd Dr Signal

Project Description: Construct intersection improvments with turn lanes and new signals.



Map not to Scale.

☐ STRUCTURES	☒ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☒ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☐ OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY				$385,000		$385,000
FEDERAL						
TOTAL				$385,000		$385,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION				$385,000		$385,000
TOTAL				$385,000		$385,000

___ Carryover

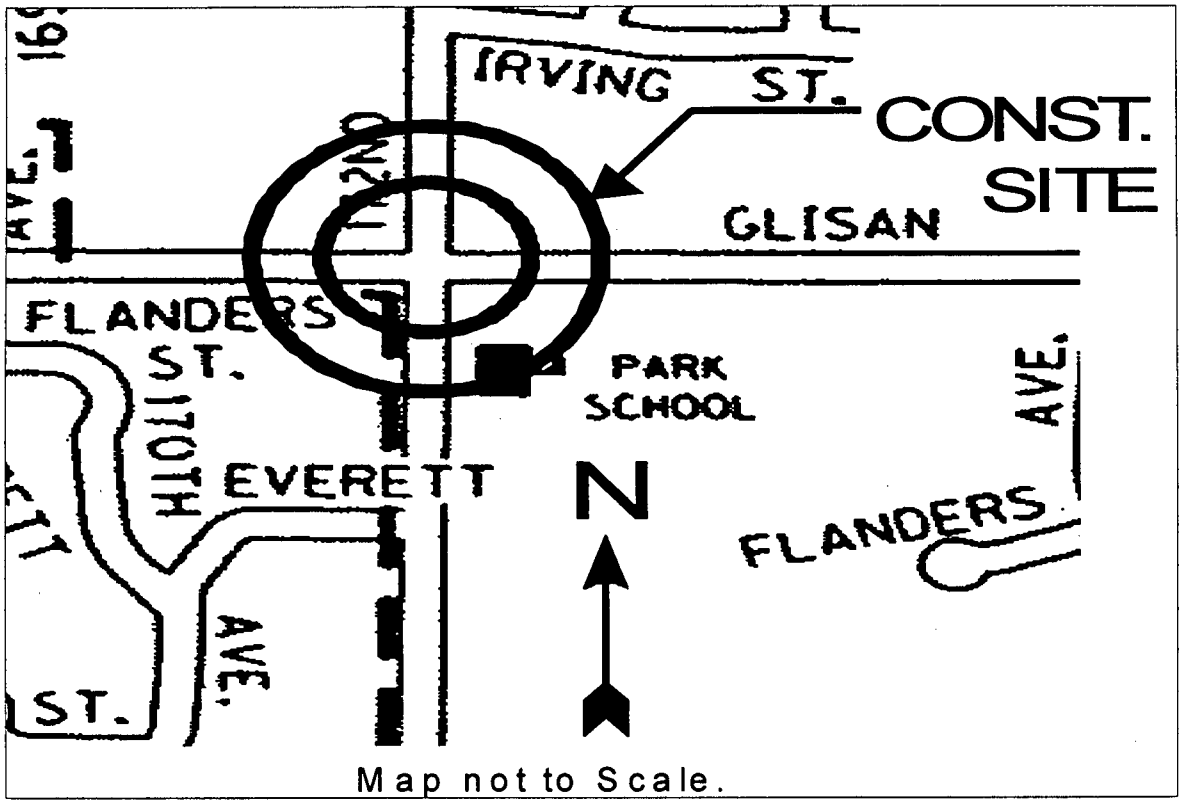
PROJECT DETAIL

Page No. 17

X New Project

Map No. 257

Program:	Project:
Transportation Capital	NE Glisan St. / NE 172nd Ave.
Project Description:	Upgrade signal.



Map not to Scale.

☐ STRUCTURES ☒ SIGNAL ☐ BICYCLE/PED.

☐ ROAD CONST. ☐ INTERSECTION IMPROVEMENT ☐ DRAINAGE

☐ ILLUMINATION ☐ BRIDGES ☐ OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY		$115,000				$115,000
FEDERAL						
TOTAL		$115,000				$115,000
COST						
RIGHT-OF-WAY		$5,000				$5,000
CONSTRUCTION		$110,000				$110,000
TOTAL		$115,000				$115,000

____ Carryover

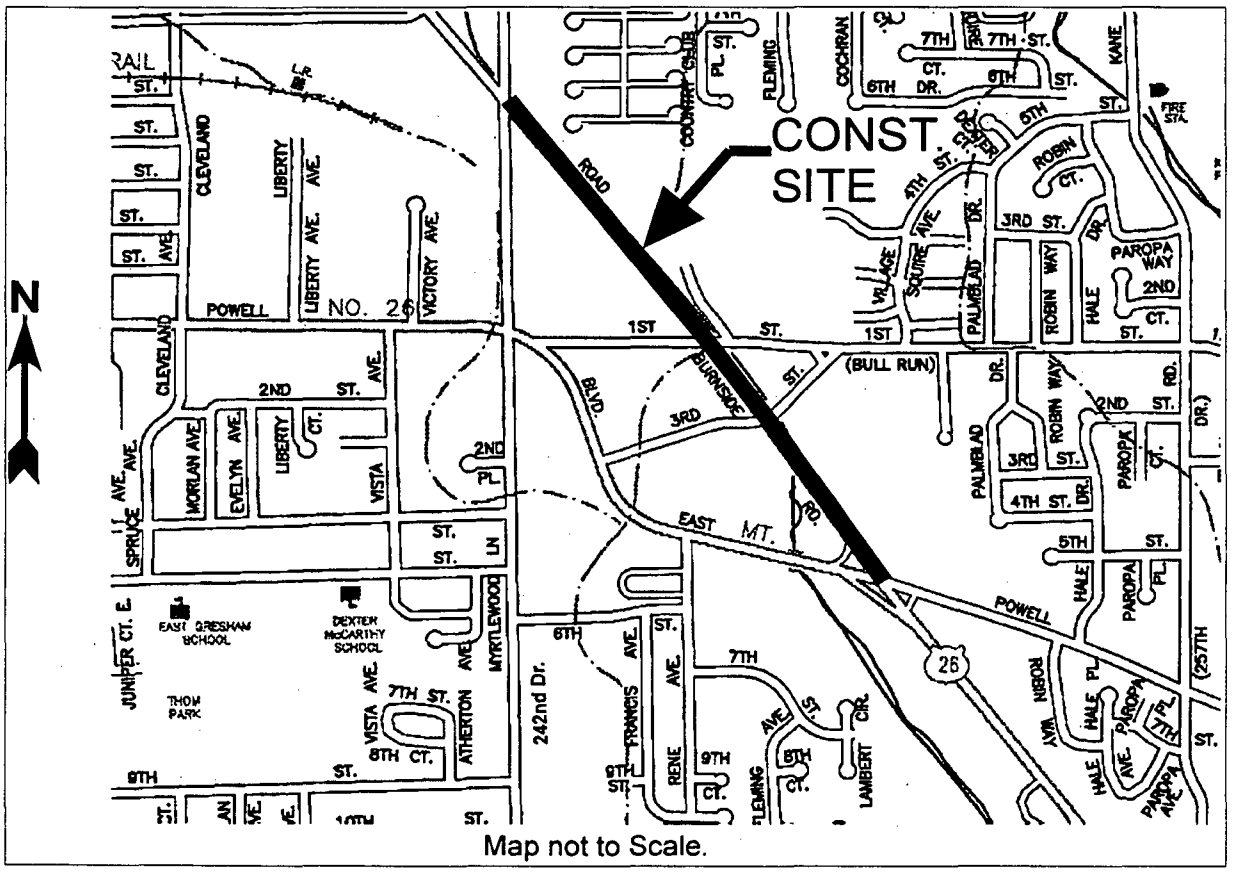
PROJECT DETAIL

Page No. 18

X New Project

Map No. ____

Program:	Project:
Transportation Capital	Burnside Rd. (SE Powell Blvd. - SE 242nd Dr.)
Project Description:	Reconstruct Burnside Road between SE Powell Blvd. and SE 242nd Dr.



Map not to Scale.

☐ STRUCTURES	☐ SIGNAL	☐ BICYCLE/PED.
☒ ROAD CONST.	☐ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☐ OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY		$1,000,000				$1,000,000
FEDERAL						
TOTAL		$1,000,000				$1,000,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION		$1,000,000				$1,000,000
TOTAL		$1,000,000				$1,000,000

____ Carryover

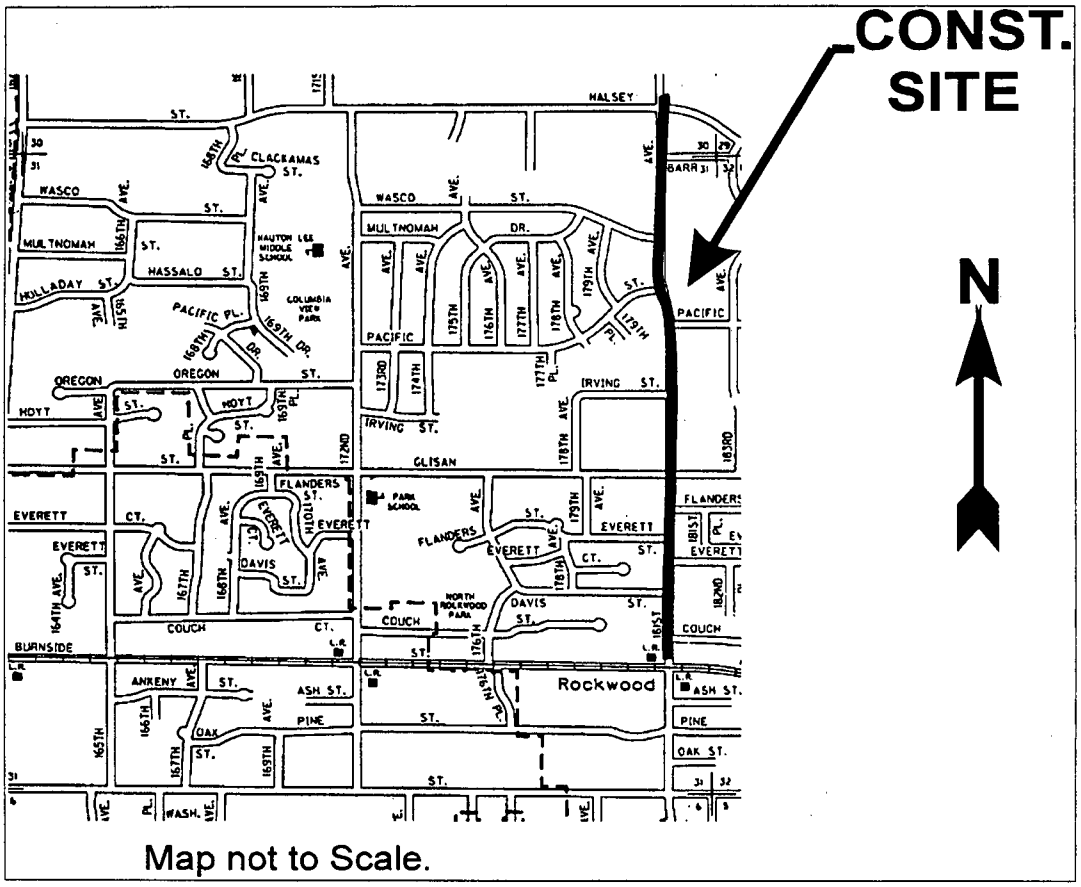
PROJECT DETAIL

X New Project

Map No. _____

Program:	Project:
Transportation Capital	NE 181st Ave. (NE Halsey St - E Burnside Rd)

Project Description: NE 181st Ave requires reconstruction between NE Halsey St and E Burnside Rd.



☐ STRUCTURES	☐ SIGNAL	☐ BICYCLE/PED.
☒ ROAD CONST.	☐ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☐ OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY		$600,000				$600,000
FEDERAL						
TOTAL		$600,000				$600,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION		$600,000				$600,000
TOTAL		$600,000				$600,000

X Carryover

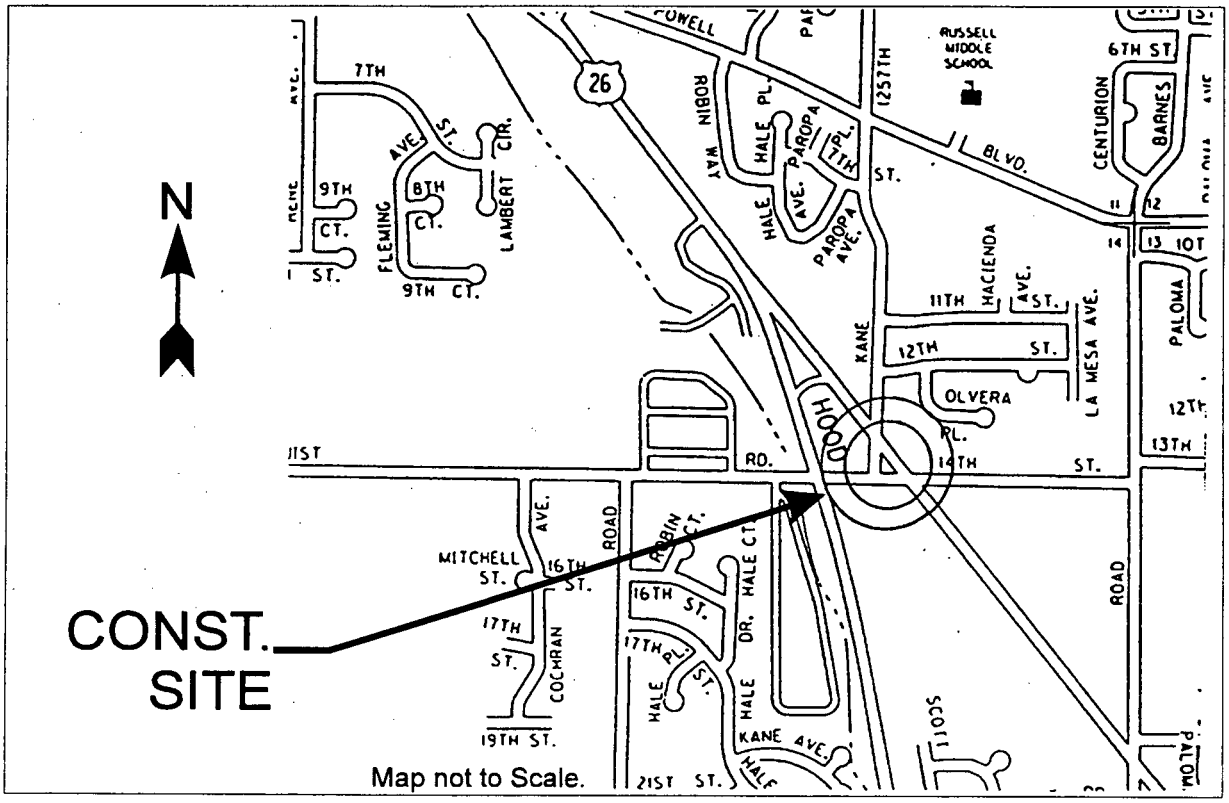
X New Project

PROJECT DETAIL

Page No. 20

Map No. 554

Program:	Project:
Transportation Capital	SE Orient Dr / 257th Dr.
Project Description:	Realign intersection of SE Orient Dr and 257th Dr. and install new signal.



☐ STRUCTURES	☒ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☒ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☐ OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY		$923,517				$923,517
FEDERAL						
TOTAL		$923,517				$923,517
COST						
RIGHT-OF-WAY		$263,517				$263,517
CONSTRUCTION		$660,000				$660,000
TOTAL		$923,517				$923,517

X Carryover

X New Project

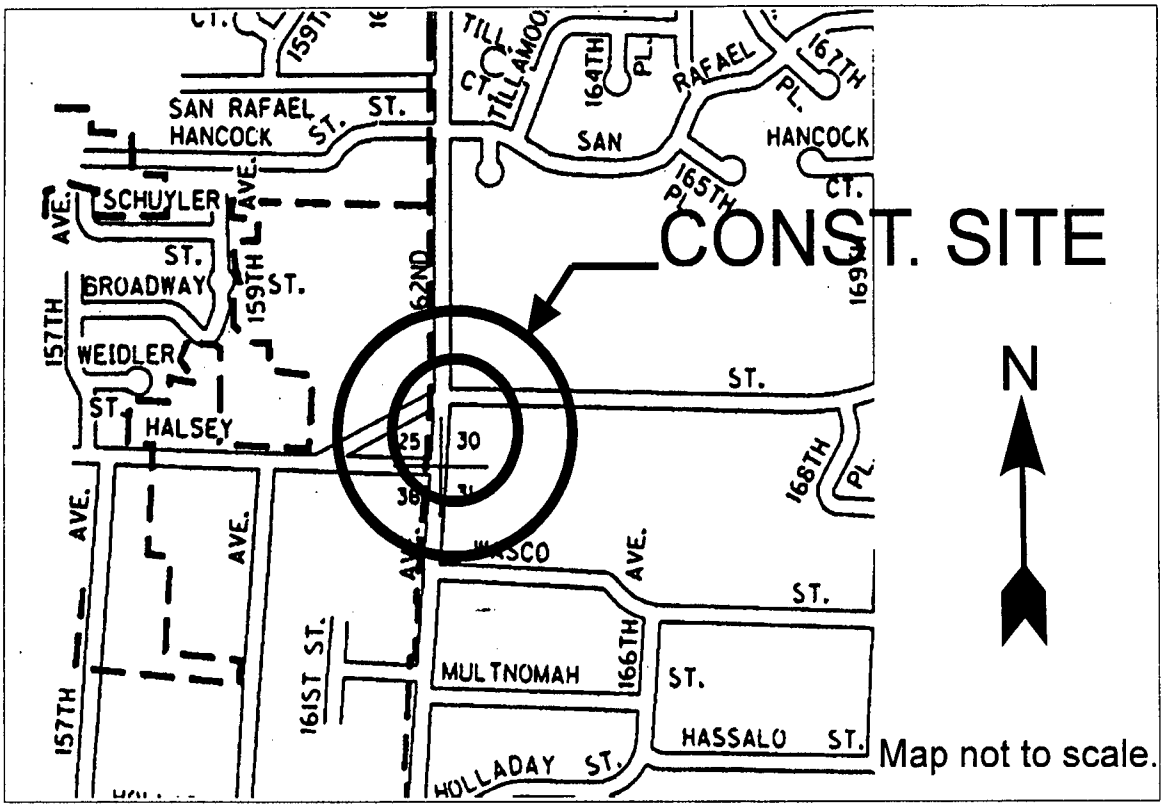
PROJECT DETAIL

Page No. 21

Map No. _____

Program:	Project:
Transportation Capital	NE Halsey St / NE 162nd Ave

Project Description: Install new signals, modify curb returns and reconstruct inlets.



☐ STRUCTURES	☒ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☒ INTERSECTION IMPROVEMENT	☒ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☐ OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY		$123,595				$123,595
FEDERAL						
TOTAL		$123,595				$123,595
COST						
RIGHT-OF-WAY						
CONSTRUCTION		$123,595				$123,595
TOTAL		$123,595				$123,595

X Carryover

X New Project

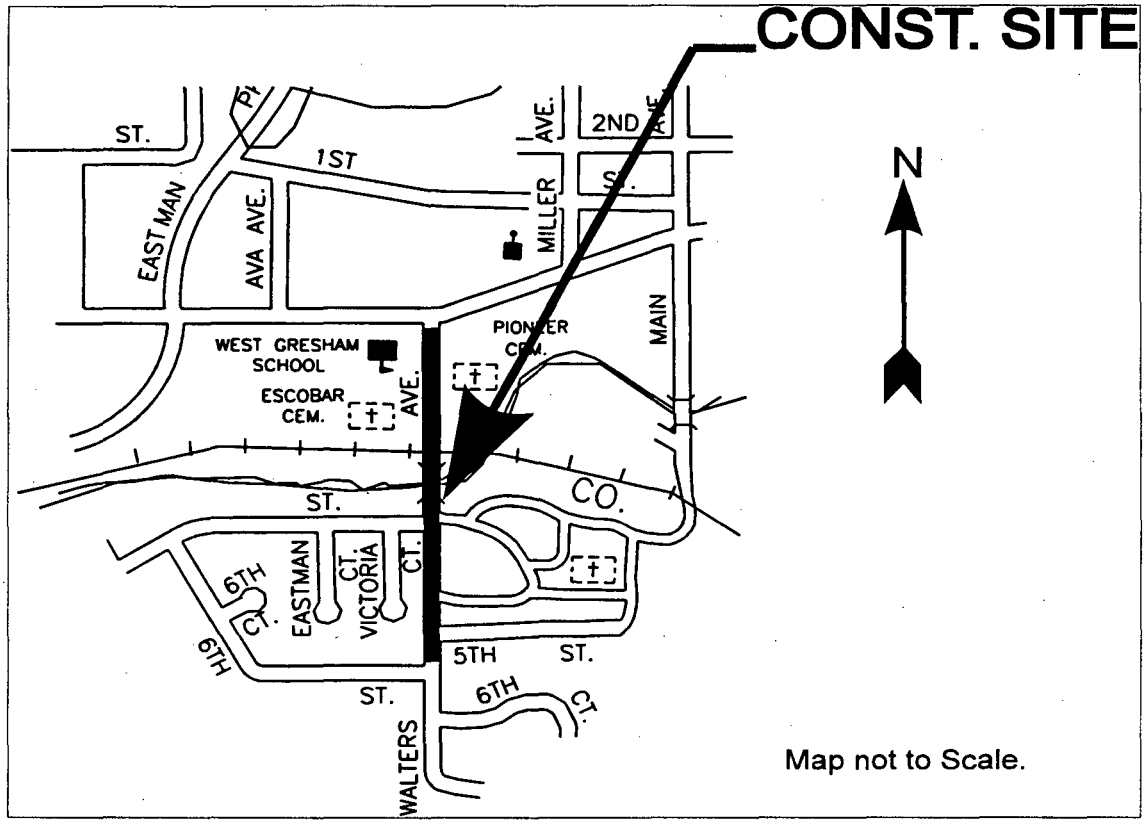
PROJECT DETAIL

Page No. 22

Map No. 421

Program:	Project:
Transportation Capital	SE Walters Rd. (SE Powell Blvd. - SE 6th St.)

Project Description: Construct safety improvements by installing sidewalk beetween Powell Blvd and Springwater Trail, turn lanes at intersection of Powell Blvd and Walters Road and shoulder improvements south from Springwater Trail to 6th St.



☐ STRUCTURES	☐ SIGNAL	☒ BICYCLE/PED.
☐ ROAD CONST.	☒ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☐ OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY	$100,000					$100,000
FEDERAL						
TOTAL	$100,000					$100,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION	$100,000					$100,000
TOTAL	$100,000					$100,000

X Carryover

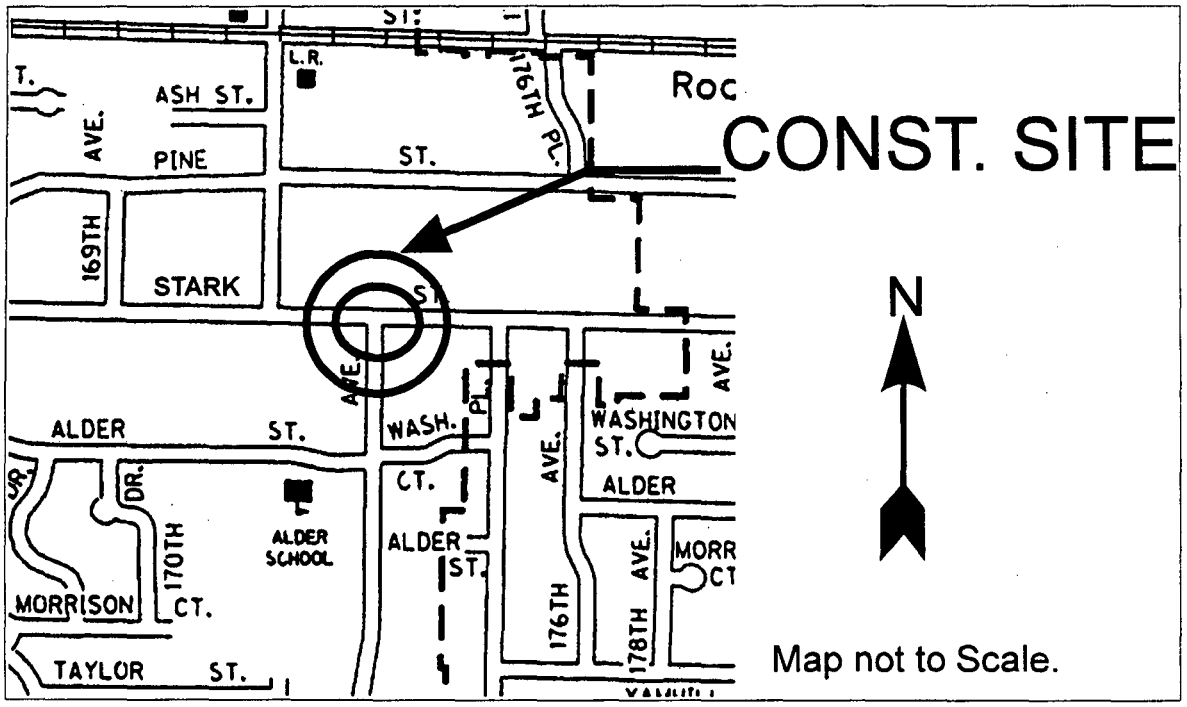
____ New Project

PROJECT DETAIL

Page No. 23

Map No. 252

Program:	Project:
Transportation Capital	SE Stark St / SE 174th Ave.
Project Description:	Improve traffic signal at the interseciton of Stark Street and174th Ave



- [ ] STRUCTURES
- [x] SIGNAL
- [ ] BICYCLE/PED.
- [ ] ROAD CONST.
- [x] INTERSECTION IMPROVEMENT
- [ ] DRAINAGE
- [ ] ILLUMINATION
- [ ] BRIDGES
- [ ] OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY		$23,200				$23,200
FEDERAL						
TOTAL		$23,300				$23,200
COST						
RIGHT-OF-WAY						
CONSTRUCTION		$23,300				$23,200
TOTAL		$23,200				$23,200

X Carryover

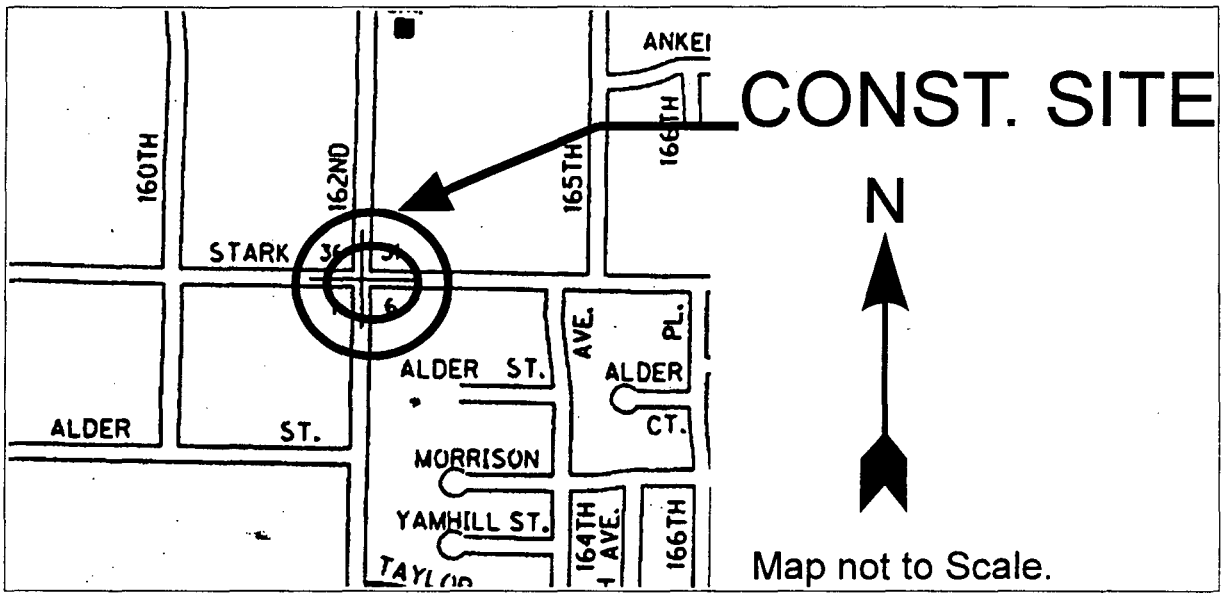
____ New Project

PROJECT DETAIL

Page No. 24

Map No. 271

Program:	Project:
Transportation Capital	SE Stark Street / SE 162nd Ave.
Project Description:	Improve traffic signal at the interseciton of Stark Street and 162nd Avenue, including turn lane improvement.



☐ STRUCTURES	☒ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☒ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☐ OTHER

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY		$100,000				$100,000
FEDERAL						
TOTAL		$100,000				$100,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION		$100,000				$100,000
TOTAL		$100,000				$100,000

X Carryover

____ New Project

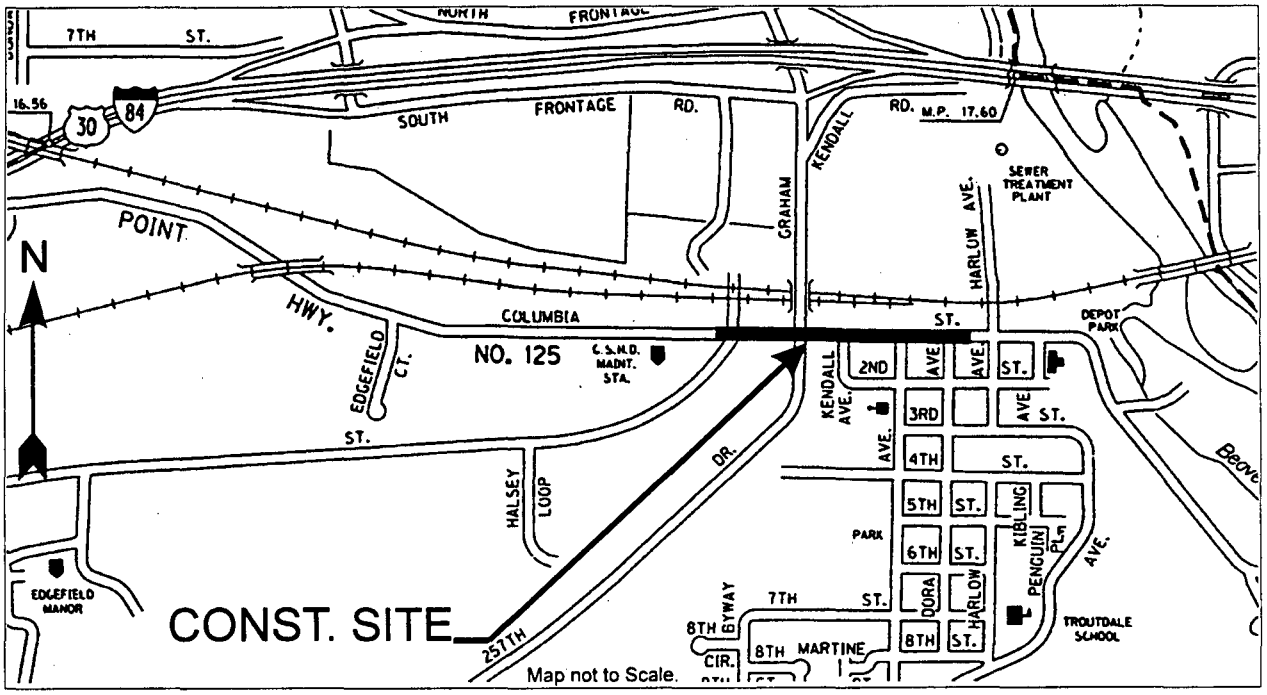
PROJECT DETAIL

Page No. 25

Map No. ____

Program:	Project:
Transportation Capital	Historic Columbia River Highway

Project Description: Construct Historic Columbia River Highway with center turn lane sidewalks, bicycle lanes and drainage.



☐ STRUCTURES	☐ SIGNAL	☒ BICYCLE/PED.
☒ ROAD CONST.	☐ INTERSECTION IMPROVEMENT	☒ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☒ SIDEWALK

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY	$400,797					$400,797
FEDERAL						
TOTAL	$400,797					$400,797
COST						
RIGHT-OF-WAY						
CONSTRUCTION	$400,797					$400,797
TOTAL	$400,797					$400,797

BIKEWAY CAPITAL IMPROVEMENT PROGRAM

1994-1998 BIKEWAY CAPITAL IMPROVEMENT PROGRAM

The total capital need identified in the Bikeway Capital Improvement Plan is $9.6 million for 84 candidate projects. There are four types of bikeway facilities as described in the county Bicycle Master Plan:

Bike Lanes
Bike Paths
Lane Sharing Bikeways
Shoulder Bikeways

Of the 84 candidate projects, five new urban and two new rural projects are scheduled in the Capital Improvement Program for development during 1994-1998. Three carryover projects from prior capital improvement programs are also scheduled during 1994-1998. Completion of these 3 projects requires approximately $764,000.

The 1994-1998 Bikeway Program identifies four categories of bikeway projects:

1. **Grant Projects:** Identifies local match for grants received from Federal and State programs. Capital projects that are identified as a part of the Willamette River Bridges Accessibility Project are found in the Willamette River Bridges Capital Improvement Plan and Program section.

2. **Carryover Projects:** Projects that were identified in the 1990-94 Bicycle Program but were not constructed.

3. **Urban Bikeways:** Bikeways to provide accessibility for routes identified by the Bicycle Plan in the urban area.

4. **Rural Shoulder Bikeways:** Shoulder bikeways identified along rural-type roads.

Grant Projects

1. 202nd Avenue: Stark Street to Burnside Road

   202nd Avenue would provide a connection between two major east/west bikeways: the Burnside Road bike lane and the Stark Street bike lanes. The road has a high traffic volume and is too narrow to share with bicycles. This project proposes to pave 6-foot bike lanes on both sides. The project will be funded in part by an Oregon Department of Transportation Section 4 grant of $50,000.

New Projects--Urban

1. Burnside Road Bikeway Connector (40 Points, Rank: 2)

   Project would complete the Burnside Road bike lane through Rockwood Commercial District (181st Ave-197th Ave.). The project will involve right-of-way acquisition and reconstruction, moving of curbs, sidewalks, and utilities, and road widening.

   Estimated Cost: $1,000,000

2. SE Hogan Rd. Shoulder Bikeway: Powell Blvd. to Palmquist Rd. (39 Points, Rank: 3)

   Project will construct shoulder bikeways along the 40-Mile Loop, from Palmquist Rd. to the Springwater Trail. The project will provide access to the Springwater Trail and the southeast Gresham neighborhoods.

   Estimated Cost: $100,000

3. NE 223rd Ave. Shoulder Bikeway

   Section 1: NE Marine Drive to NE Sandy Blvd. (33 Points, Rank: 5a)

   This section on NE 223rd Ave. provides access from the cities of Fairview and Gresham to Blue Lake Park, Chinook Landing and Marine Drive Bikeway.. The current roadway is narrow with relatively heavy truck traffic. The project would improve shoulders along both sides of the roadway, except where constrained by an existing railroad bridge.

   Estimated Cost: $100,000

   Section 2: NE Sandy to NE Halsey (32 Points, Rank: 6)

   Project would provide improved access to Fairview, Blue Lake Park and Sandy Blvd. The project would improve shoulders along both sides of the roadway, except where constrained by an existing railroad bridges.

   Estimated Cost: $35,000

4. NE Halsey Street Shoulder Bikeway: NE 201st Ave. to NE 207th Ave.(33 Points, Rank: 5b)

REVENUE and BUDGET FORECAST

REVENUE

Multnomah County dedicates one percent of state gas tax receipts to the Bicycle Fund. In addition the Bicycle Fund successfully obtained over $1 million in federal and state grants for the next four years.

The forecasted revenue for Multnomah County's Bicycle Fund for the fiscal years 1994-1998 is based on the estimated County share of the State's Highway Trust Fund minus the percentage share transferred to the City of Portland per annexation agreements. Based on the forecasted Bicycle Fund revenue, and project rankings, Bicycle Capital Improvements are programmed.

BUDGET

The budget for bicycle capital improvements for the 5 year period is forecasted to be $265,071 (exclusive of grants) based on the estimates for Bicycle Fund revenues.

Fiscal Year:	1994/5	1995/6	1996/7	1997/8	1998/9
Revenue	$53,071	$53,000	$53,000	$53,000	$53,000

In addition the Bike fund carry-over from the prior period is $123,212

The Bike fund will receive $130,000 in secure grant funds from the Oregon Department of Transportation.

Funding for the Bicycle Capital Improvement Projects in the next five years is estimated to be

1% Revenues:	$265,071
Carry-Over	$123,212
Grant Funds*	$216,000
Total	$604,283

*Multnomah County received a $1 million Congestion Management/Air Quality Grant to undertake projects identified in the Willamette River Bridges Accessibility Project WRBAP. For information concerning WRBAP projects please refer to the WRBAP sub-section of the Willamette River Bridges Capital Improvement Plan and Program.

MULTNOMAH COUNTY
DEPARTMENT OF ENVIRONMENTAL SERVICES
1994-98 BIKEWAY CAPITAL IMPROVEMENT PROGRAM

PROJECT NAME	FY 1994-95	FY1995-96	FY 1996-97	FY 1997-98	FY 1998-99
Urban Projects					
202nd Ave (Stark St/Burnside Rd)	$100,000				
Halsey St (207th Ave/238th Dr)		$166,000			
242nd Dr (Powell Blvd/Palmquist Rd)			$100,000		
223rd Ave Bikeway					
Section 1: Marine Dr to Sandy Blvd					$100,000
Section 2: Sandy Blvd. to Halsey St				$35,000	
Rural Projects					
Skyline Blvd (Portland City Limits/Cornelius Pass Rd	$20,000	$20,000	$20,000	$20,000	$20,000
Troutdale Road (Strebin Rd/Sweetbriar Rd)		$15,000			
Carryover Projects					
Sauvie Island Rd (Sauvie Island Bridge/Ferry Rd)		$517,000	$102,000		
Blue Lake Rd (Blue Lake Park Ent/223rd Ave)		$45,000			
BIKEWAY CAPITAL BUDGET	$120,000	$763,000	$222,000	$55,000	$120,000

1994-1998 Project Detail Sheets - Index

1. 202nd Ave (Stark St - Burnside Rd)
2. Halsey St (207th Ave - 238th Dr)
3. 242nd Dr (Powell Blvd - Palmquist Rd)
4. 223rd Ave Bikeway
   - 4a. Marine Dr - Sandy Blvd
   - 4b. Sandy Blvd - Halsey St
5. Skyline Blvd (Portland City Limits - Cornelius Pass Rd)
6. Troutdale Rd
7. Sauvie Island Rd (Sauvie Island Bridge - Ferry Rd)
8. Blue Lake Rd (Blue Lake Park - 223rd Ave)

___ Carryover

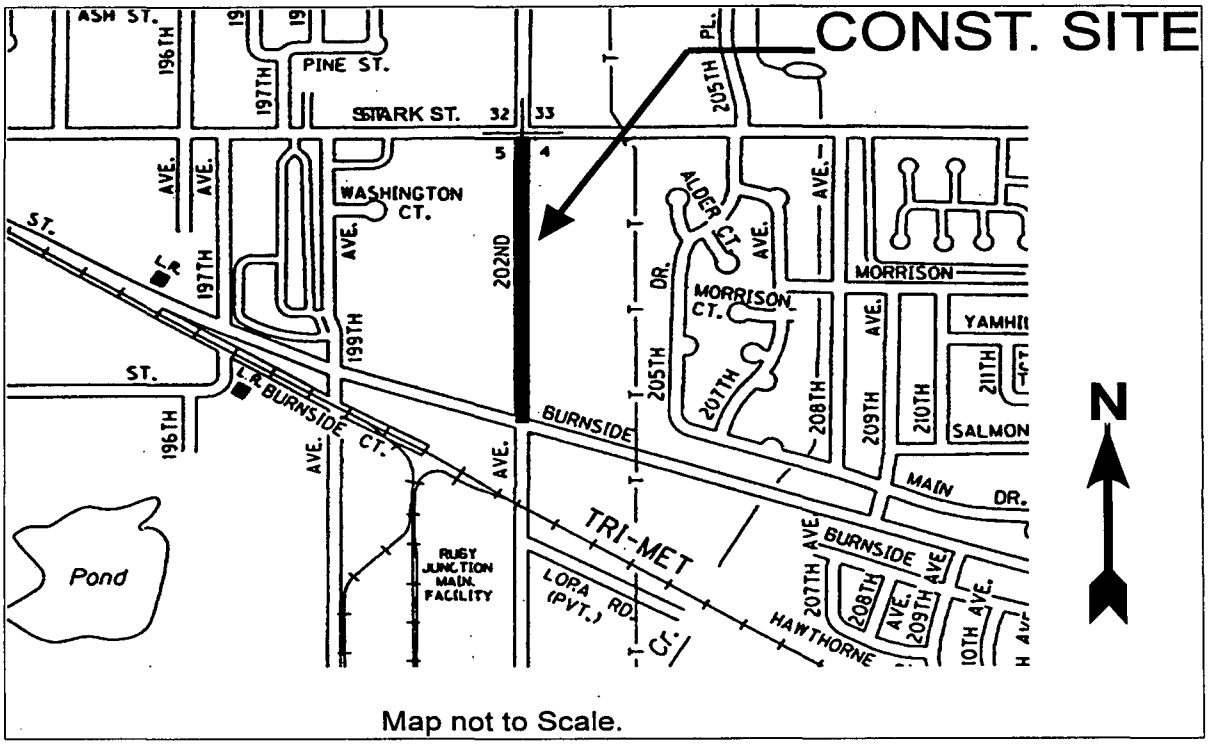
PROJECT DETAIL

Page No. 1

X New Project

Map No. ____

Program:	Project:
Transportation Capital	SE 202nd Ave. (SE Stark St. - E Burnside St.)
Project Description:	Construct 6 foot bike lanes on 202nd Ave connecting Stark St. bikeway and Burnside Rd bikeway.



Map not to Scale.

☐ STRUCTURES	☐ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☐ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☒ BIKEWAY

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY	$100,000					$100,000
FEDERAL						
TOTAL	$100,000					$100,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION	$100,000					$100,000
TOTAL	$100,000					$100,000

____ Carryover

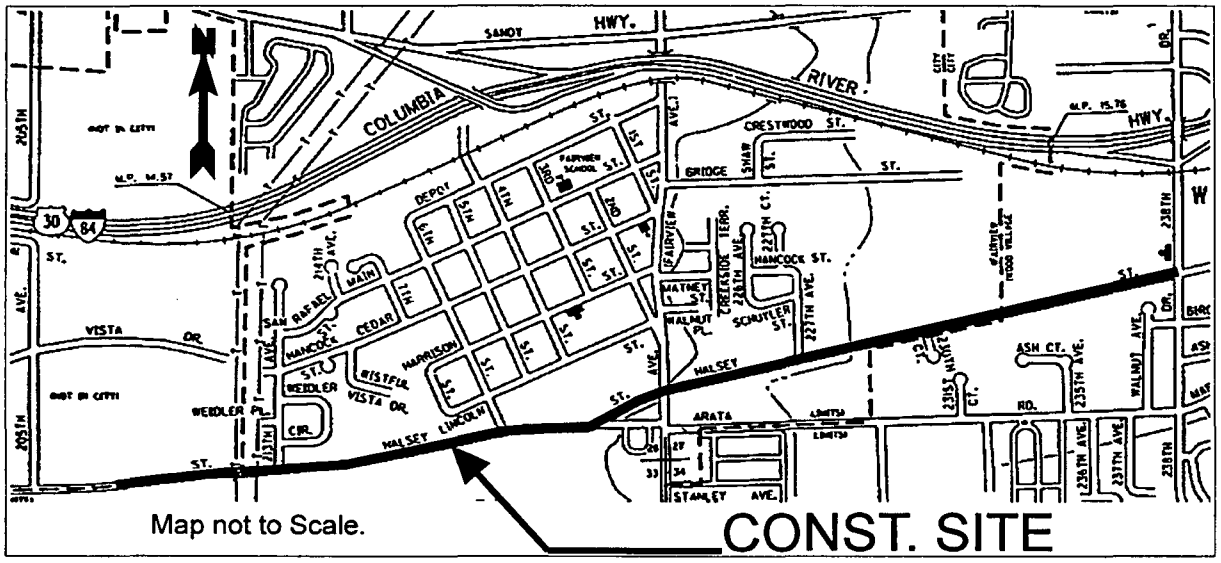
PROJECT DETAIL

Page No. 2

X New Project

Map No. ____

Program:	Project:
Transportation Capital	NE Halsey (207th Ave - 238th Dr)
Project Description:	Project would improve shoulders along both sides of roadway.



Map not to Scale.

☐ STRUCTURES	☐ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☐ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☒ BIKEWAY

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY		$166,000				$166,000
FEDERAL						
TOTAL		$166,000				$166,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION		$166,000				$166,000
TOTAL		$166,000				$166,000

____ Carryover

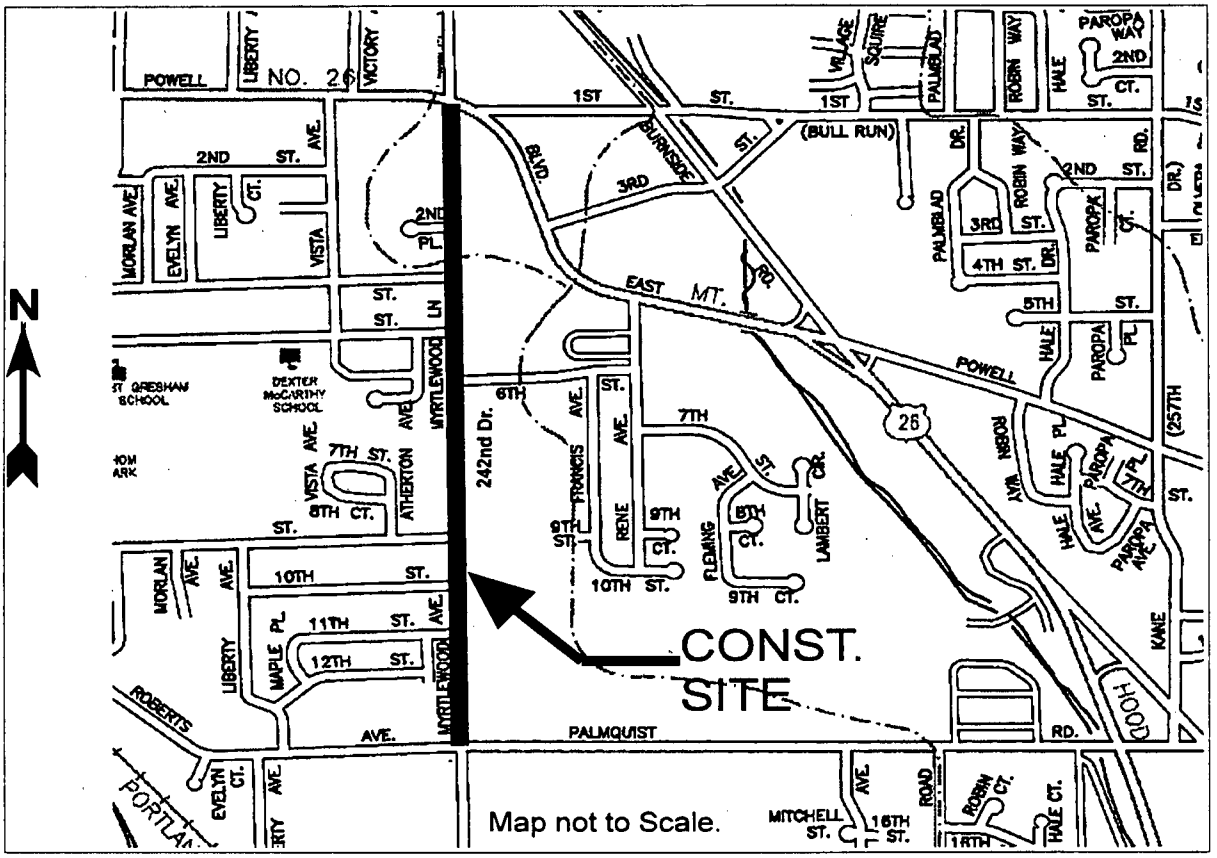
PROJECT DETAIL

Page No. 3

X New Project

Map No. ____

Program:	Project:
Transportation Capital	242nd Dr. (Powell Blvd - Palmquist Rd)
Project Description:	Project would extend 242nd Dr. bikeway from Powell Blvd to Palmquist Rd.



☐ STRUCTURES	☐ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☐ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☒ BIKEWAY

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY			$100,000			$100,000
FEDERAL						
TOTAL			$100,000			$100,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION			$100,000			$100,000
TOTAL			$100,000			$100,000

____ Carryover

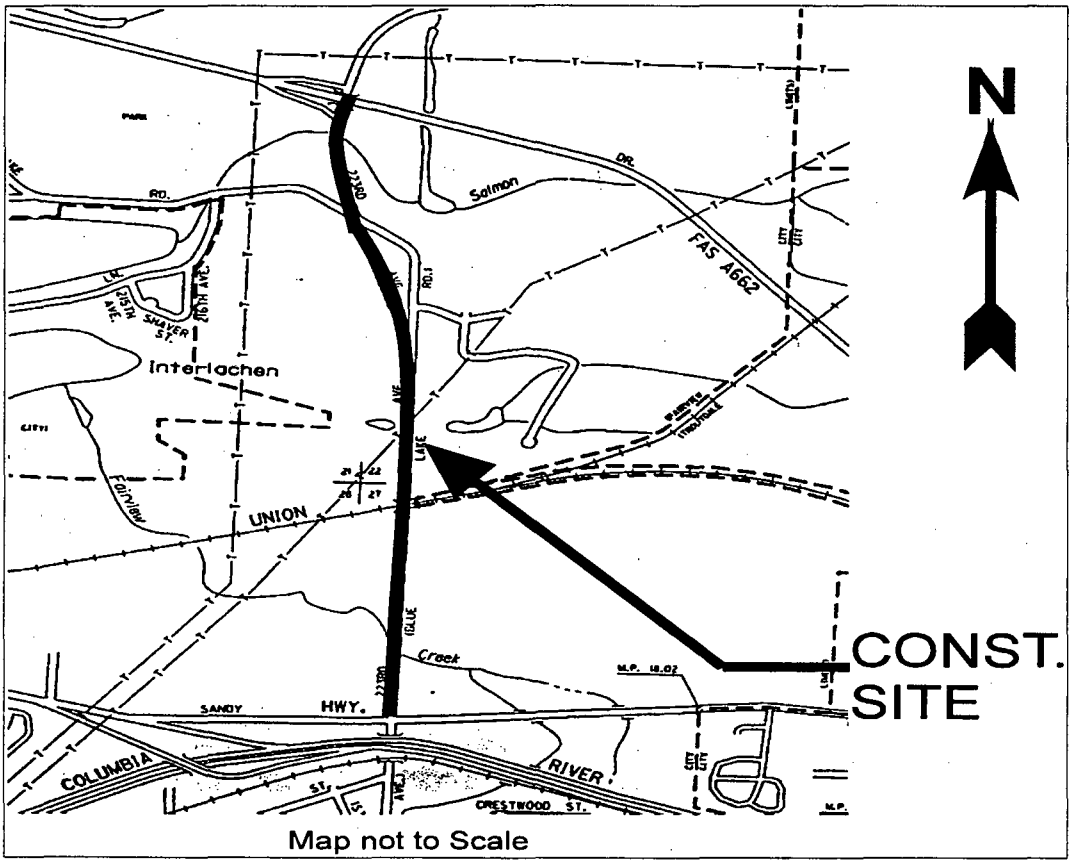
PROJECT DETAIL

Page No. 4a

X New Project

Map No. ____

Program:	Project:
Transportation Capital	NE 223rd Ave. Part 1. (NE Marine Dr.. - NE Sandy Blvd.)
Project Description:	Project would provide access from the city of Fairview to Blue Lake Park and Marine Dr bikeway.



Map not to Scale

- ☐ STRUCTURES
- ☐ SIGNAL
- ☐ BICYCLE/PED.
- ☐ ROAD CONST.
- ☐ INTERSECTION IMPROVEMENT
- ☐ DRAINAGE
- ☐ ILLUMINATION
- ☐ BRIDGES
- ☒ BIKEWAY

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY					$100,000	$100,000
FEDERAL						
TOTAL					$100,000	$100,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION					$100,000	$100,000
TOTAL					$100,000	$100,000

___ Carryover

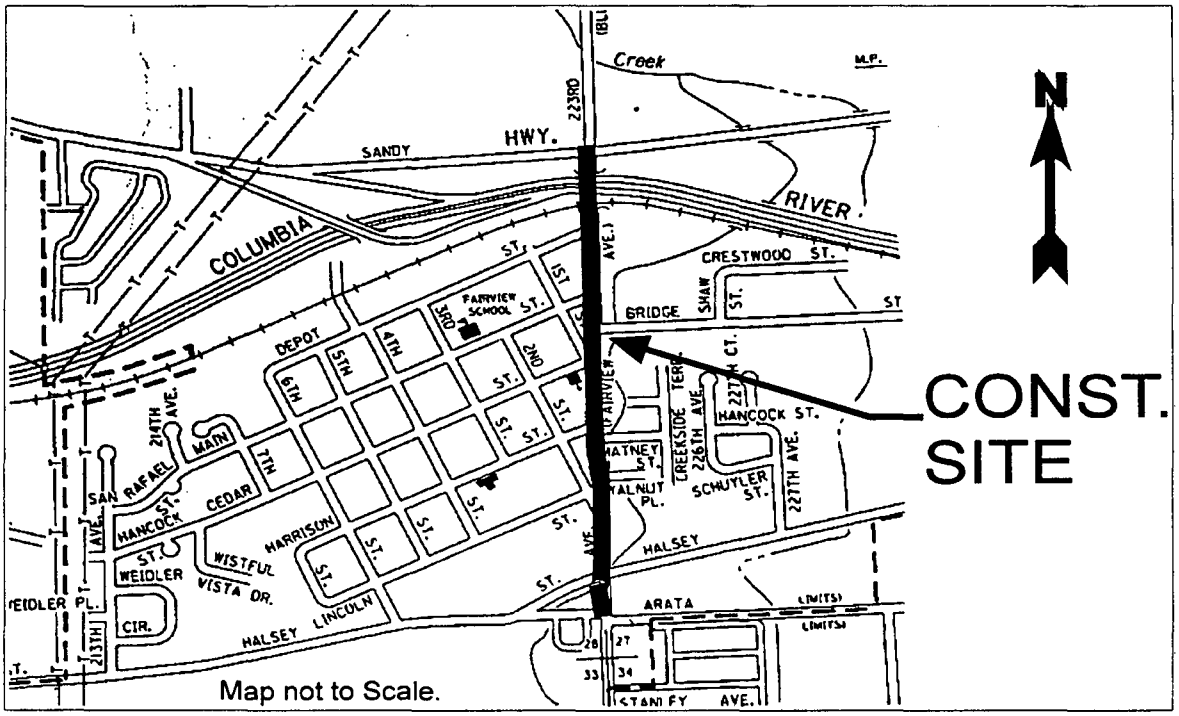
PROJECT DETAIL

Page No. 4b

X New Project

Map No. ___

Program:	Project:
Transportation Capital	NE 223rd Ave. Part 2. (NE Sandy Blvd. - NE Halsey St.)
Project Description:	Project would improve shoulders along both sides of roadway except where constrained by existing railroad bridge.



☐ STRUCTURES	☐ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☐ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☒ BIKEWAY

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY				$35,000		$35,000
FEDERAL						
TOTAL				$35,000		$35,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION				$35,000		$35,000
TOTAL				$35,000		$35,000

___ Carryover

PROJECT DETAIL

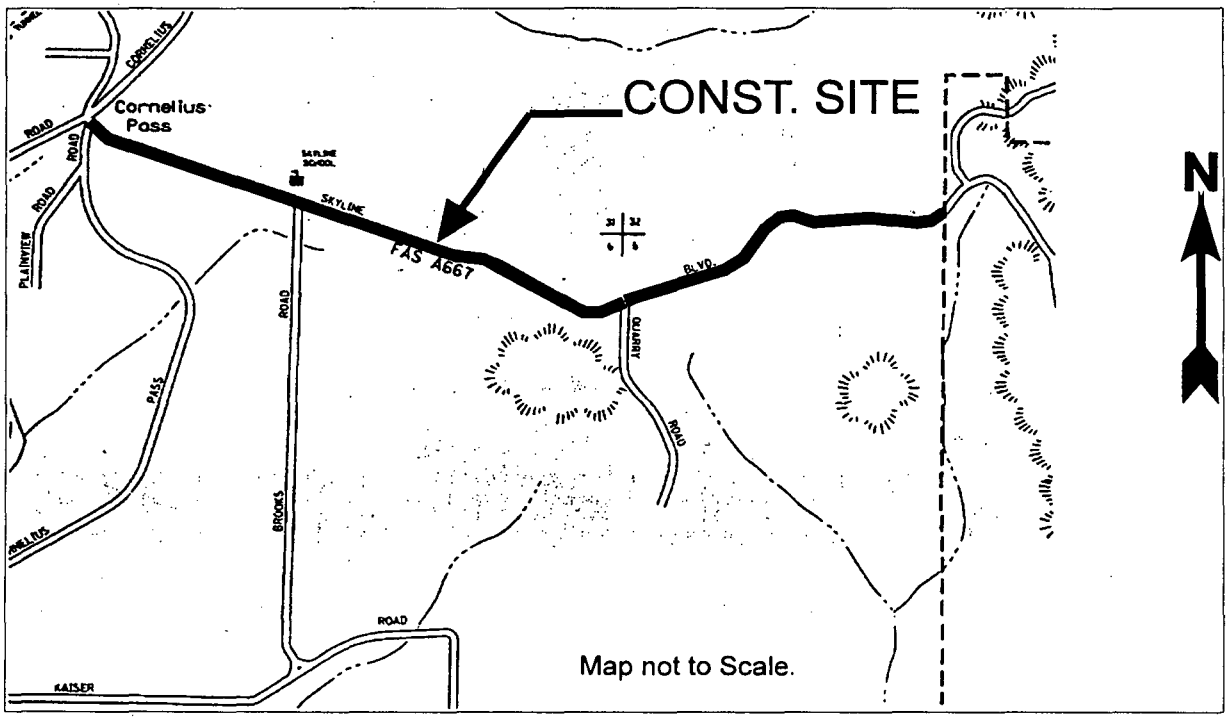
Page No. 5

X New Project

Map No. ___

Program:	Project:
Transportation Capital	Skyline Blvd. (Portland City Limits - Cornelius Pass Road)

Project Description: Improve shoulders on Skyline Blvd.



☐ STRUCTURES	☐ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☐ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☒ BIKEWAY

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY	$20,000	$20,000	$20,000	$20,000	$20,000	$100,000
FEDERAL						
TOTAL	$20,000	$20,000	$20,000	$20,000	$20,000	$100,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION	$20,000	$20,000	$20,000	$20,000	$20,000	$100,000
TOTAL	$20,000	$20,000	$20,000	$20,000	$20,000	$100,000

___ Carryover

PROJECT DETAIL

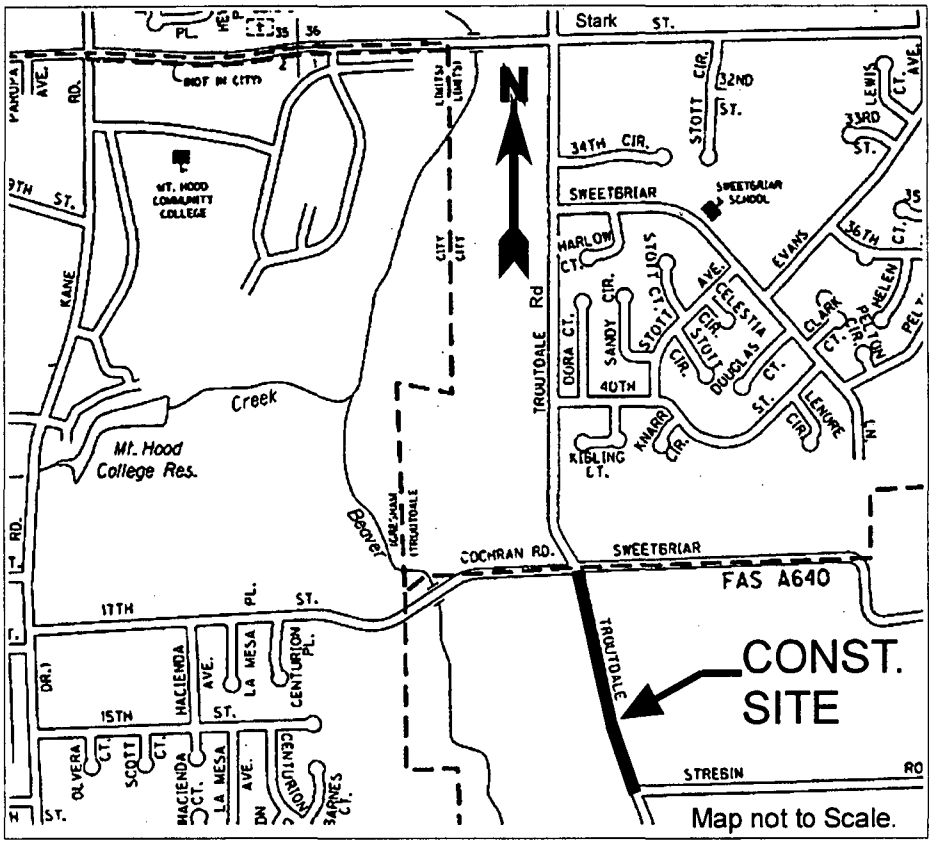
Page No. 6

X New Project

Map No. ___

Program:	Project:
Transportation Capital	Troutdale Rd. (Sweetbriar Rd - Strebin Rd.)

Project Description: Improve shoulders on Troutdale Rd at curves to complete an existing bikeway.



☐ STRUCTURES	☐ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☐ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☒ BIKEWAY

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY		$15,000				$15,000
FEDERAL						
TOTAL		$15,000				$15,000
COST						
RIGHT-OF-WAY						
CONSTRUCTION		$15,000				$15,000
TOTAL		$15,000				$15,000

____ Carryover

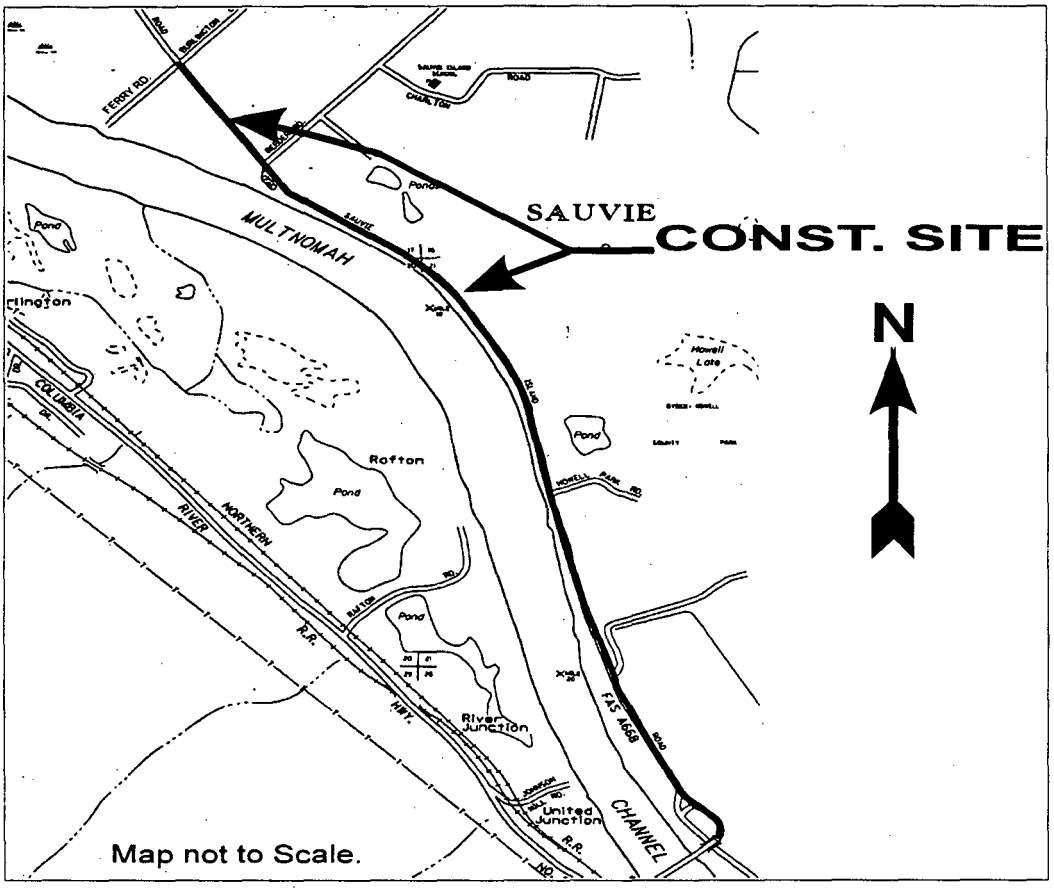
PROJECT DETAIL

__X__ New Project

Map No. ____

Program:	Project:
Transportation Capital	Sauvie Island Rd. (Sauvie Is. Bridge - Ferry Rd.)

Project Description: Construct shoulder bikeway. Widening of dike is required.



- ☐ STRUCTURES
- ☐ SIGNAL
- ☐ BICYCLE/PED.
- ☐ ROAD CONST.
- ☐ INTERSECTION IMPROVEMENT
- ☐ DRAINAGE
- ☐ ILLUMINATION
- ☐ BRIDGES
- ☒ BIKEWAY

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY		$517,000	$102,000			$619,000
FEDERAL						
TOTAL		$517,000	$102,000			$619,000
COST						
RIGHT-OF-WAY		$517,000				
CONSTRUCTION			$102,000			$102,000
TOTAL		$517,000	$102,000			$102,000

____ Carryover

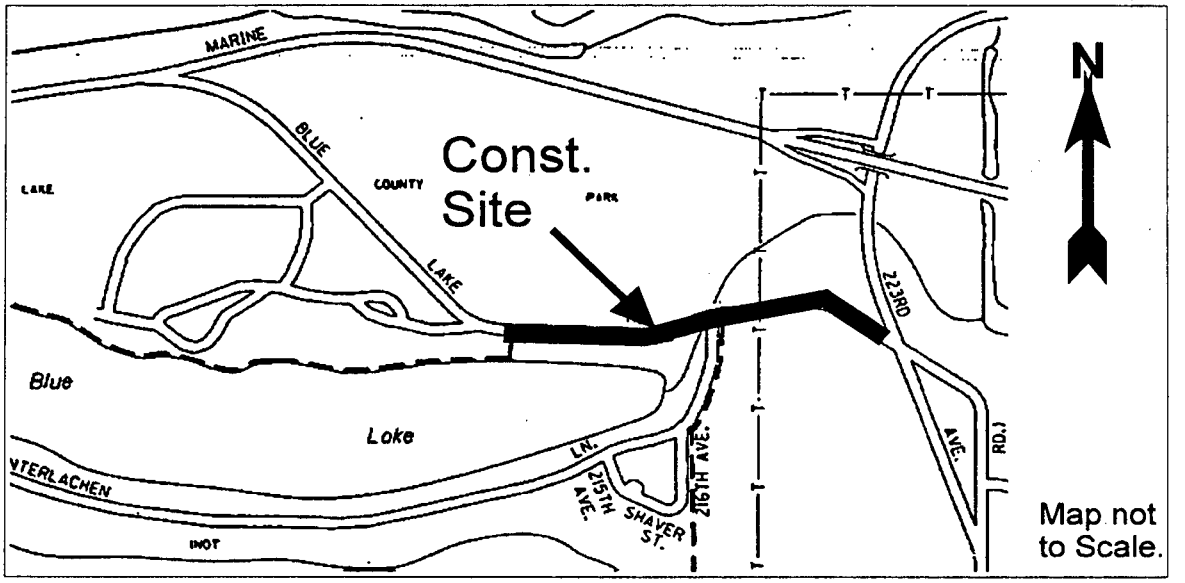
PROJECT DETAIL

Page No. 8

X New Project

Map No. ____

Program:	Project:
Transportation Capital	Blue Lake Rd. (Blue Lake Park - NE 223rd Ave.)
Project Description:	Project would build separate bike path to Blue Lake Park.



☐ STRUCTURES	☐ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☐ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☒ BIKEWAY

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY		$45,000				$45,000
FEDERAL						
TOTAL						
COST						
RIGHT-OF-WAY						
CONSTRUCTION		$45,000				$45,000
TOTAL		$45,000				$45,000

SIDEWALK CAPITAL IMPROVEMENT PROGRAM

1994-1998 SIDEWALK CAPITAL IMPROVEMENT PROGRAM

The total capital need identified in the Sidewalk Capital Improvement Plan is $835,575 for 29 candidate projects. Included in the Sidewalk CIP are only those urban arterial streets that have curbs and drainage facilities in place. Streets being constructed to urban standards will include sidewalks.

Funding for construction of sidewalks included in the capital improvement program comes from an annual allocation of $100,000 per year from Transportation Division's roadway capital fund. To facilitate coordinated construction of sidewalks, construction zones have been identified that combine candidate projects for the programmed improvements.

Following are the construction zone priorities for sidewalk capital improvements:

1994-95

1. SE Division St: NE 223rd Ave. (Eastman Pkwy) to NE 242nd Dr. (Hogan Rd.)

Total Sidewalk	North Side	2,116'	Cost:	$52,900
	South Side	1,090'		27,250
		3,206'		$80,150

   Zone serves downtown Gresham, Gresham High School, Gresham Transit Center and Gresham Town Center Complex.

2. SE 182nd Ave.: SE Main St. to 211' north of SE Division St.

Total Sidewalk	West Side	2,745'	Cost:	$68,625

   Connects residential area to parks and schools. Completes sidewalk on SE 182nd Ave.

1995-96

3. NE Glisan St.: NE 172nd Ave. to SE 190th Ave.

Total Sidewalk	North Side	2,013'	Cost:	$50,325

   Zone serves a series of commercial and high density residential uses.

4. SE Division St.: SE 174th Ave. to SE 190th Ave.

Total Sidewalk:	North Side	832'	Cost:	$20,800

MULTNOMAH COUNTY
DEPARTMENT OF ENVIRONMENTAL SERVICES
1994-98 SIDEWALK CAPITAL IMPROVEMENT PROGRAM

PROJECT NAME	FY 94-95	FY95-96	FY 96-97	FY 97-98	FY 98-99
Division St (223rd Ave/242nd Dr)	$80,150				
182nd Ave (Main St/Division St)	$68,625				
Glisan St (172nd Ave/190th Ave)		$50,325			
Division St (174th Ave/190th Ave)		$63,400			
Division St (190th Ave/202nd Ave)			$92,675		
Stark St (202nd Ave/223rd Ave)					$99,500
SIDEWALK CAPITAL BUDGET	$148,775	$113,725	$92,675		$99,500

1994-1998 Project Detail Sheets--Index

1. Division St (223rd Ave - 242nd Dr)
2. 182nd Ave (Main St - Division St)
3. Glisan St (172nd Ave - 190th Ave)
4. Division St (174th Ave - 190th Ave)
5. Division St (190th Ave - 202nd Ave)
6. Stark St (202nd Ave - 223rd Ave)

____ Carryover

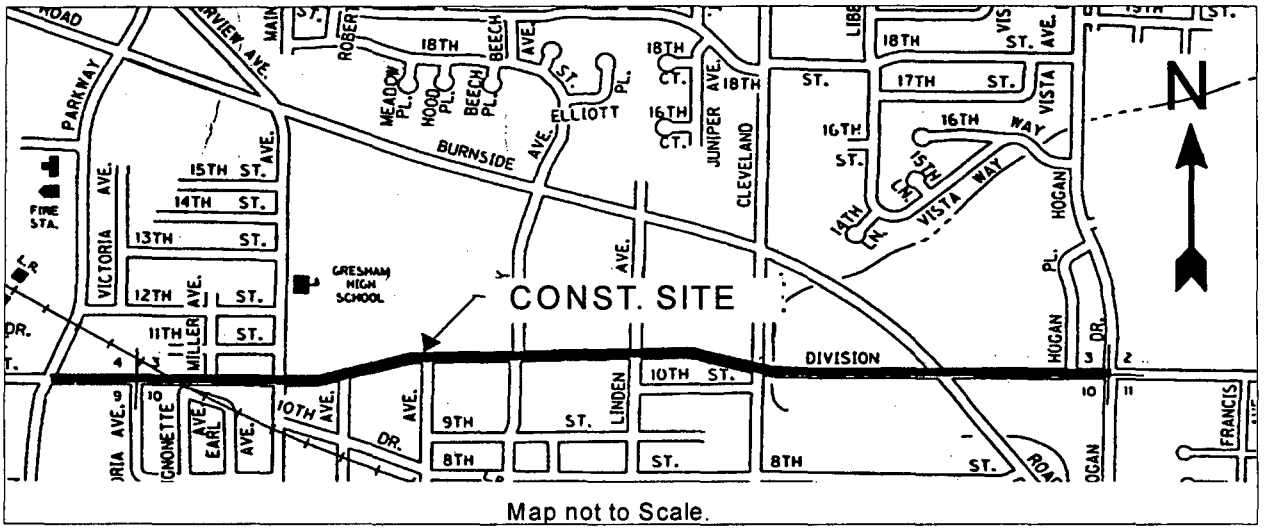
PROJECT DETAIL

Page No. 1

X New Project

Map No. ____

Program:	Project:
Transportation Capital	SE Division St. (SE 223rd Ave. - SE 242nd Dr.)
Project Description:	Construct sidewalks on north and south sides of Division St.



Map not to Scale.

☐ STRUCTURES	☐ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☐ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☒ SIDEWALK

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY	$80,150					$80,150
FEDERAL						
TOTAL	$80,150					$80,150
COST						
RIGHT-OF-WAY						
CONSTRUCTION	$80,150					$80,150
TOTAL	$80,150					$80,150

___ Carryover

PROJECT DETAIL

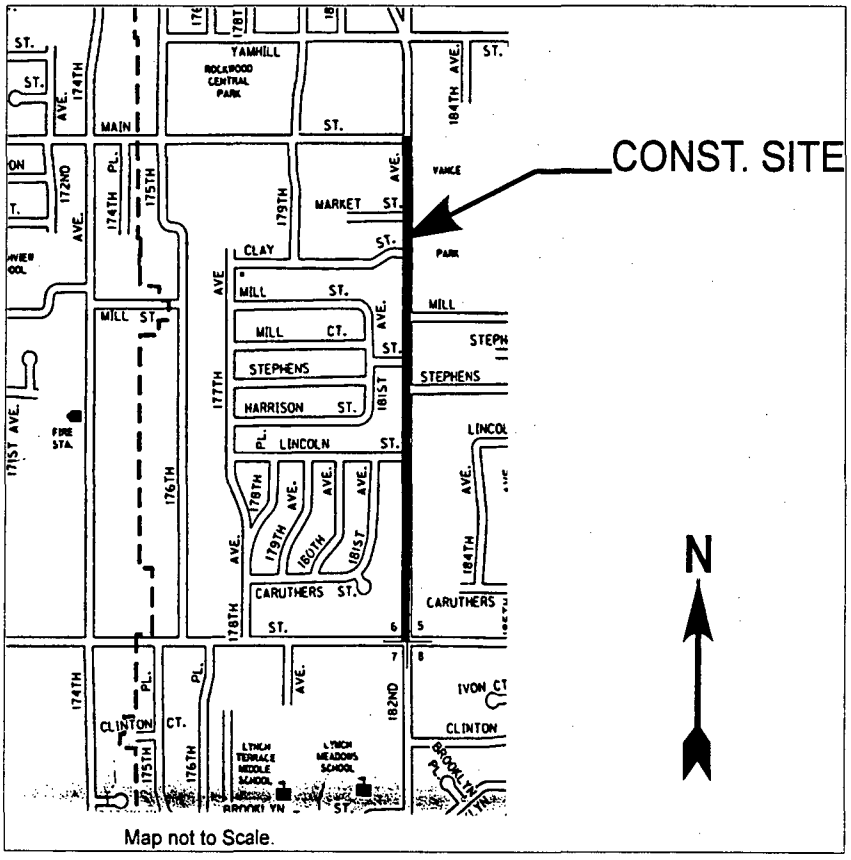
Page No. 2

X New Project

Map No. ___

Program:	Project:
Transportation Capital	SE 182nd Ave. (Main St-Division St)

Project Description: Install sidewalks on west side of 182nd Ave connecting residential area to parks and schools.



Map not to Scale.

☐ STRUCTURES	☐ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☐ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☒ SIDEWALK

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY	$68,625					$68,625
FEDERAL						
TOTAL	$68,625					$68,625
COST						
RIGHT-OF-WAY						
CONSTRUCTION	$68,625					$68,625
TOTAL	$68,625					$68,625

____ Carryover

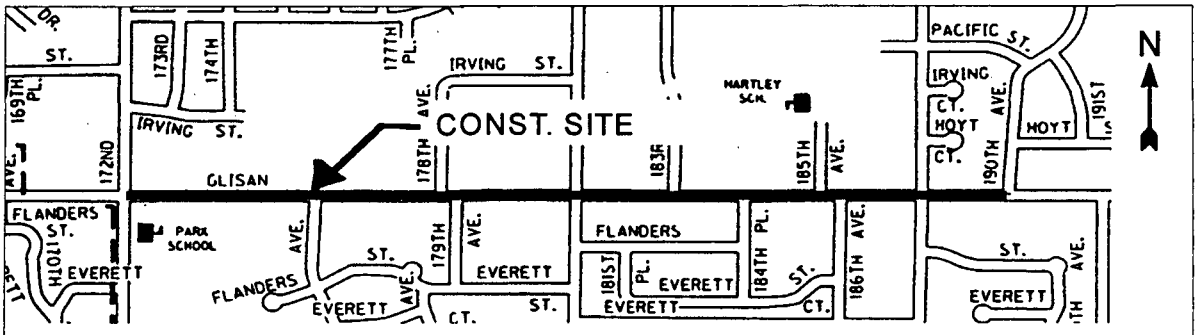
PROJECT DETAIL

Page No. 3

X New Project

Map No. ____

Program:	Project:
Transportation Capital	NE Glisan St. (NE 172nd Ave. - NE 190th Ave.)
Project Description:	Construct new sidewalk on north side of Glisan St.



Map not to Scale.

☐ STRUCTURES	☐ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☐ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☒ SIDEWALK

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY		$50,325				$50,325
FEDERAL						
TOTAL		$50,325				$50,325
COST						
RIGHT-OF-WAY						
CONSTRUCTION		$50,325				$50,325
TOTAL		$50,325				$50,325

____ Carryover

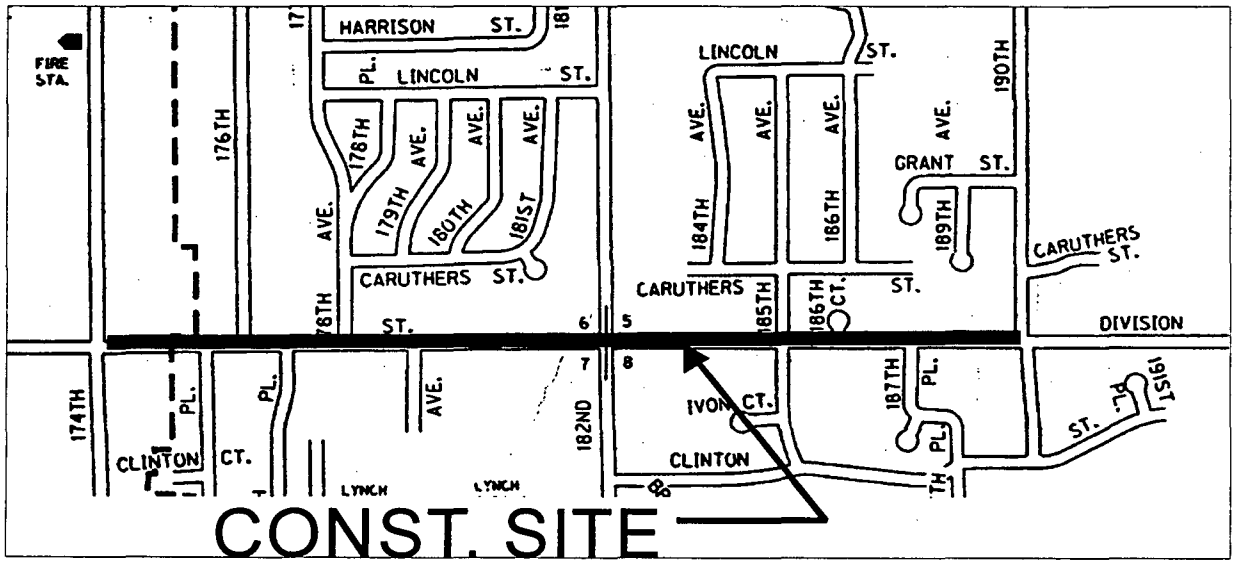
PROJECT DETAIL

Page No. 4

X New Project

Map No. ____

Program:	Project:
Transportation Capital	SE Division St. (174th Ave. - 190th Ave.)
Project Description:	Construct sidewalks on north and south sides of Division St.



☐ STRUCTURES	☐ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☐ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☒ SIDEWALK

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY		$63,400				$63,400
FEDERAL						
TOTAL		$63,400				$63,400
COST						
RIGHT-OF-WAY						
CONSTRUCTION		$63,400				$63,400
TOTAL		$63,400				$63,400

___ Carryover

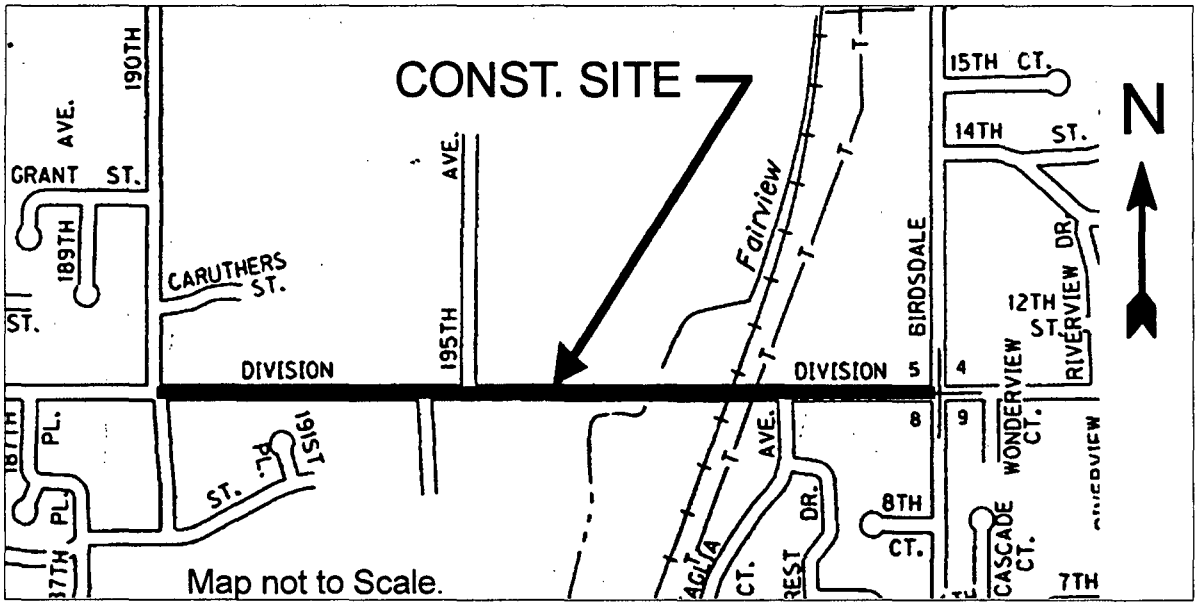
PROJECT DETAIL

Page No. 5

X New Project

Map No. ___

Program:	Project:
Transportation Capital	SE Division St. (SE 190th Ave. - SE 202nd Ave.)
Project Description:	Construct sidewalks on north and south sides of Division St.



☐ STRUCTURES	☐ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☐ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☒ SIDEWALK

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY			$92,675			$92,675
FEDERAL						
TOTAL			$92,675			$92,675
COST						
RIGHT-OF-WAY						
CONSTRUCTION			$92,675			$92,675
TOTAL			$92,675			$92,675

____ Carryover

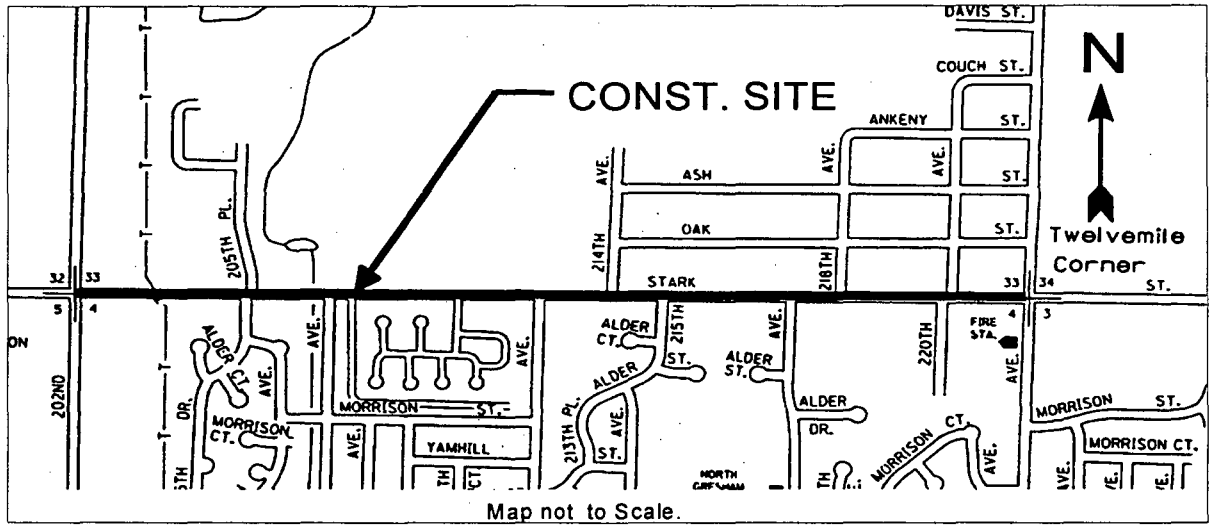
PROJECT DETAIL

Page No. 6

X New Project

Map No. ____

Program:	Project:
Transportation Capital	SE Stark St. (SE 202nd Ave. - SE 223rd Ave.)
Project Description:	Construct sidewalks on north and south sides of Stark St.



Map not to Scale.

☐ STRUCTURES	☐ SIGNAL	☐ BICYCLE/PED.
☐ ROAD CONST.	☐ INTERSECTION IMPROVEMENT	☐ DRAINAGE
☐ ILLUMINATION	☐ BRIDGES	☒ SIDEWALK

FISCAL YEAR	94-95	95-96	96-97	97-98	98-99	TOTALS
FUNDING SOURCES						
COUNTY					$99,500	$99,500
FEDERAL						
TOTAL					$99,500	$99,500
COST						
RIGHT-OF-WAY						
CONSTRUCTION					$99,500	$99,500
TOTAL					$99,500	$99,500

CAPITAL IMPROVEMENT PLAN AND PROGRAM

for the

WILLAMETTE RIVER BRIDGES

20 Year 1995 -- 2014
Capital Improvement Plan and Program
for the
Willamette River Bridges

Preface

Many changes have taken place in the 20-year capital improvement needs since the previous Capital Improvement Plan and Program for the Willamette River Bridges was created in 1989. These changes involved project completions, project additions and procedural changes. The most notable change of was the seemingly exorbitant increased cost of the 1993-2012 program over the 1989-2008 program. An explanation of the factors that contributed to that cost increase is provided here.

Two categories of projects make up the Capital Improvement Program. The first category, "Construction Projects," includes structural, mechanical and electrical systems of the bridges. The second category, "Corrosion Protection Projects," is for bridge painting. It includes all of the painting and the required containment and disposal of toxic or hazardous waste. It is essential that parts of these categories be described separately because the reasons for their cost increases were significantly different.
In general, factors known to have contributed to the increased costs for each category are listed below:

Construction Projects

- Inflation
- Additional Construction Contingency
  - Specialized Work Requirements
  - Liability for High Risk or Hazardous Work
  - Logistic Constraints
  - Constraints Due to Special Events
- Increased Engineering
- Change in Concept for Sellwood Bridge Replacement
- Seismic Retrofitting
- Semi-In-Depth and In-Depth Inspections

Corrosion Protection Projects

- Inflation
- Additional Construction Contingency (similar to above)

- New and Tighter Restrictions on Containment
- New and Tighter Restrictions on Disposal of Hazardous Waste

The cost estimates identified in the 1989 CIP for the Willamette River Bridges projects were derived almost exclusively from consultants' recommendations. As stated in the report, cost estimates were determined by the Bridge Engineering Section using the following consultant reports:

> Willamette River Bridges Investigation, Summary Report, prepared by Sverdrup & Parcel and Associates, Inc., in association with Moffatt, Nichol and Bonney, Inc., and Milton C. Stafford, October 1986.
>
> Willamette River Bridge Ramp Investigation, Executive Summary Report by OBEC Consulting Engineers, Eugene, Oregon, January 1988.
>
> Inspection and Cost Estimates for Contract Maintenance Painting, Multnomah County Structural Steel Bridges, prepared by W.L. Bangert, November 1987.

During the three years following implementation of the 1989 CIP, many of the recommended improvements were completed by contract. Through these contracted projects, it became apparent that the 1989 cost estimates were to low; a combination of low initial cost estimate by the consultant and failure to recognize construction constraints specific to the Willamette River Bridges that are of additional cost.

Listed below is a more detailed explanation of the factors contributing to the increased cost for the Construction and Corrosion Protection project categories.

- **Inflation**

  Inflation was estimated at an average 3 percent per year for a total of 13 percent from 1989 to 1993.

- **Specialized Work**

  Bridge contract work is typically structural, however much of the rehabilitation on the Willamette River Bridges involve mechanical and electrical renovations. As a result, specialized mechanical and electrical contractors are required. These specialist are typically unfamiliar with bridge working environment and bid the work at a higher cost to cover unanticipated contingencies and problems. In addition, contractor unfamiliarity with the county's competitive bid process tended to be a stumbling block.

  Another item causing higher than anticipated bids the previous three years was the abundance of more desirable and less risky work at the time of contract bid. These specialist would not normally seek bridge work unless a large profit was anticipated.

- **Liability for High Risk or Hazardous Work**

  The hazards of working over water and with traffic were more of a concern to contractors than previously thought. Concerns for liability regarding the safety of personnel over water and traffic, and the unpredictability of traffic control when traffic had to be maintained throughout the project, drove the bids up to cover contingencies not previously considered. Liability for damage caused by contractor operations or uncovered deterioration not included in the contract was also an extra cost concern because of the possible extra work and a delay that would prolong the project beyond the contractual time constraints.

- **Logistic Constraints**

  Renovations and rehabilitations on the movable bridges generally involved two to three different type of specialists on the same project working within the same area. Cooperation becomes a critical issue and very often drive up project cost because of limited work area and access.

  As an alternate, contracts are reduced in scope to minimize usage of different types of craft and maximize utilization of available work area. The offset was increased administrative and mobilization costs for the contractor which resulted in higher bids.

- **Constraints Due to Special Events**

  Most special events along the river front such as the annual Rose Festival, marathons, and activities at the Oregon Convention Center or Memorial Coliseum very often require uninterrupted traffic restrictions which minimize bridge closures or lane restrictions for construction on the affected bridges. The City of Portland also requires minimal disruption of traffic during the time period between Thanksgiving and Christmas because of the effect on business. During the weekday, lane restrictions are not permitted during peak hour. Delay or disruption of construction due to these constraints have caused a cost increase to the projects.

- **Increased Engineering Costs**

  - Design Engineering: Design engineering costs have been raised from the previously 10 percent to 15 percent. From past experience and discussion with other similar transportation agencies, design engineering cost for rehabilitation projects on moveable bridge project normally vary from 15 percent to 20 percent and can even be as high as 40 on small, complex projects.

    Their are several reasons for higher than normal design engineering cost. First, the design needs are for renovations of antiquated mechanical and electrical bridge systems. Second, is determining the limits or scope of the design. In the preliminary design stage, scope of rehabilitation, in almost all projects, is extended beyond the original intent because of additional unknown improvements are needed. Then termination or limit of the renovation must be set which is difficult. Third, is the need for specialized design consultants who are generally unfamiliar with the structure and require substantial orientation. Then, if problems are uncovered, additional design needs are increased. This adds to the design cost unproportionately since the consultant on the job will usually be the designer for any extras or project extensions.

  - Construction Engineering: Costs for construction projects have also increased from 7 to 12 percent. This is considered to be a direct reflection of the contingencies under "Construction Projects." Construction engineering plus construction contingencies now equal 40 percent of project cost. This is in line with ODOT program planning estimates for their rehabilitation projects.

- **Change in Concept for the Sellwood Bridge Replacement**

  The Sellwood Bridge $20 million increase is significant, and is due mostly to a change from a parallel structure to a completely new bridge. Reference is made to the November 1990 Conceptual Engineering Analysis for Light Rail Services across the Sellwood Bridge prepared by CH2M Hill. Some of the same factors which contributed to the overall cost increase are included in this replacement cost. In addition, approach structures, ramp structures, extra grading and paving have been included in the latest Sellwood estimate.

- **Added Cost for Seismic Retrofitting**

  The projected scenario on seismic Retrofitting, included in the $20,000,000 cost estimate, is as follows:

  Of the five Willamette River Bridges under the jurisdiction of Multnomah County, one will be selected as the primary access across the river in the event of an earthquake and first priority for Retrofitting will be given this bridge and its approach structures. The

approach structures for the remaining four bridges will then be considered for Retrofitting as funds become available. All are included in the cost estimate.

- **Added Costs for In-Depth Inspections**

The cost estimate of $800,000 for in-depth and semi-in-depth inspections is related to the inspections required under the Multnomah County Bridge Section Policy and the Willamette River Bridges Operations and Maintenance Manual which are as follows:

> "In-Depth Inspection - Every 10 years - The in-depth inspection is a complete inspection and evaluation of all mechanical, electrical and structural elements involved for each individual bridge. From this inspection, a complete list of short- and long-term needs can be established, along with identifying appropriate projects.
>
> Semi-In-Depth Inspection - Every 5 years - The semi-in-depth inspection is a general inspection of all mechanical, electrical and structural components with special emphasis on confirmation and updating of needs and projects identified through the in-depth inspection. New projects may result from this inspection."

- **New and Tighter Restrictions on Containment and Disposal of Hazardous Waste**

In an effort to protect the surrounding area and the traveling public (both vehicular and pedestrian), from any toxic contamination, much tighter restrictions are now being required for containment and disposal on painting projects. These restrictions represent the need for a costly apparatus or enclosure that will provide 100 percent containment of all toxic dust and hazardous waste generated by the preparation procedure and subsequent painting for all coats. From this containment, the hazardous waste must be collected and transported under a strict procedure to an approved toxic site. Because of these restrictions, costs for "Corrosion Protection Projects" on major steel truss bridges have skyrocketed.

All of the items mentioned have contributed significantly to the increased cost for the projects that have been projected on the 20-year CIP. The nature of work in renovating and rehabilitating the Willamette River Bridges does not lend itself to consistent cost estimating or to predictable competitive bids. We have been forced to increase our cost estimate for construction contingencies from 5 percent of the project cost on all projects to 28 percent on construction projects and 15 percent on painting projects.

When we combine the "Construction Projects" with the "Corrosion Protection Projects," including all costs for engineering and contingencies and then add $20 million for the anticipated seismic retro-fitting along with $800 thousand for in-depth and semi-in-depth inspections, we have a final cost estimate of $193,277,888. This is the estimate in 1993 dollars for the 1993-2012 CIP and compares to a cost estimate of $64,458,000 in 1989 dollars

for the 1989-2008 CIP.

INTRODUCTION

The Multnomah County Transportation Division has instituted a process for establishing capital improvement needs projected over the next 20 years. This process follows the policies established in the County Comprehensive Framework Plan. These policies are to plan and develop a timely and efficient arrangement of public facilities and services, and to maintain a safe, efficient and convenient public transportation system.

This plan and program is concerned specifically with capital needs of the six Willamette River Bridges: Sellwood, Hawthorne, Morrison, Burnside, Broadway and Sauvie Island.

The intent of the Capital Improvement Plan for the Willamette River Bridges is to recommend and prioritize improvements and alternate solutions for each improvement for each bridge and indicate specific repairs and replacement to insure safe and reliable operation. Cost estimates are allocated to a specific period; immediate to short range (0-4 years), intermediate (5-9 years), and long range (10-20 years) projects.

The intent of the Capital Improvement Program for the Willamette River Bridges is to assign revenue and to establish a schedule for the construction year of identified high priority projects.

Capital Project Identification

By agreement with the County, consultant services were employed to perform an in-depth inspection and prepare engineering reports on (1) the present condition and recommendation for repair and rehabilitation of each of the six Willamette River Bridge main structures, and (2) the results of a detailed field inspection and structural analysis of each of the approach ramps to four of the Willamette River Bridges: Hawthorne, Morrison, Burnside and Broadway.

Working with the County, Sverdrup & Parcel and Associates, (Consultants) performed complete field inspections of (1) bascule and vertical lift bridge mechanical systems, (2) bascule and vertical lift bridge electrical systems, and (3) bridge superstructure and substructure to the water level to detect any structural deficiencies of the main structures of the four Willamette River Movable Bridges: Hawthorne, Morrison, Burnside and Broadway.

The OBEC Consulting Engineers performed detailed field inspections and structural analysis on the Sellwood and Sauvie Island Bridges and on each of the approach ramps to the Sellwood, Hawthorne, Morrison, Burnside and Broadway Bridges.

Underwater foundation inspections and investigations were performed by the Oregon Department of Transportation (ODOT). Results were then provided to consultants and the County.

By agreement with the County, consultant services of W.L. Bangert, Structural Painting Coordinator (retired), ODOT, were employed to prepare engineering reports on the condition and recommendation for rehabilitation of corrosion protection systems (paint) on the Willamette River Bridge main structures and approach ramps.

In addition to identifying bridge, ramp, and paint improvement requirements, the aforementioned reports prioritized improvement needs. Prioritization is determined by means of an objective rating system (see Rating Criteria Section). Cost estimates, as recommended by the consultant, were also included in the reports but, they have proved to be unreasonably low and when combined with the many changes in procedures and product costs since the consultant reports were written, are no longer relevant. Final cost estimates in 1995 dollars shown in the "Plan and Program" section have been prepared by the Bridge Engineering Section.

The following source documents and consultant reports were used:

Willamette River Bridges Investigation, Summary Report, prepared by Sverdrup & Parcel and Associates, Inc., in association with Moffatt, Nichol and Bonney, Inc., and Milton C. Stafford, October 1986.

Willamette River Bridge Ramp Investigation, Executive Summary Report by OBEC Consulting Engineers, Eugene, Oregon, January 1988.

Inspection and Cost Estimates for Contract Maintenance Painting, Multnomah County Structural Steel Bridges, prepared by W.L. Bangert, November 1987.

Willamette River Bridges 20-Year Capital Works Needs, Multnomah County Transportation Division, May 1988.

Oregon Coding Guide for the Inventory and Appraisal of Oregon Bridges, OR State Highway Division, 1985.

Manual for Maintenance Inspection of Bridges, American Association of State Highway and Transportation Officials (AASHTO), 1983.

Bridge Inspector's Training Manual 70, U.S.D.O.T., FHWA.

Bridge Inspector's Manual for Movable Bridges, U.S.D.O.T., FHWA.

Oregon State Highway Division, 1991 (Paint) Specifications.

Conceptual Engineering Analysis of Light Rail Service for the Sellwood Bridge, November 1990, CH2M Hill.

After reviewing these documents, Multnomah County Transportation Division, Bridge Capital

Section, identified 34 construction projects and 14 separate corrosion protection (painting) projects in the 20-year plan ending in the year 2014. In updating this list for the present report, we have deleted the construction projects that have been completed along with those that are no longer applicable and have added new or revised projects to the list for a current total of 34 construction projects. Fourteen Corrosion Protection (Painting) projects remain on the list for a total of 48 projects that will continue to enable us to provide for safe and reliable use of the bridges.

In addition to the 48 specific projects, two general projects are included for seismic retro-fitting and in-depth inspections which are not ranked on the prioritized list but do represent a cost requirement for the Capital Improvement Program. A third unranked project has been added for compliance with Oregon OSHA standards.

Willamette River Bridges Accessibility Project

In 1994 Multnomah County completed the Willamette River Bridges Accessibility Project (WRBAP). Seven non-interstate bridges span the Willamette River in downtown Portland. Five of these bridges are the property of Multnomah County; the others are owned and operated by the Oregon Department of Transportation.

For several years the community has expressed concerns about poor access to the bridges for people using alternative modes of travel. In response to these concerns, Multnomah County developed WRBAP.

As part of the WRBAP study, alternative mode access to each bridge was carefully analyzed and possible improvements identified. The resulting project Accessibility Plans show 38 projects to improve access to and across the seven Willamette River bridges owned by Multnomah County and the State of Oregon.

Recommended projects include installation of more than 3 miles of bicycle ramps, 3,500 linear feet of sidewalks, more than 20 crosswalks, and almost 30 curb ramps. The total cost of the 38 projects is $7.63 million. When the projects are completed, four county bridges will be fully accessible to disabled persons, bicyclists, and pedestrians, and major multi-modal improvements will have been installed on the remaining three bridges.

Project Evaluation

The framework used to evaluate, classify, and prioritize identified projects is a sophisticated rating system which relies heavily on component evaluation criteria. Five different criteria and some 45 or more pieces of information are required for each identified project. It should be noted here that pedestrian/bike accommodation is a possible 20 point consideration under the aforementioned "Component Evaluation Criteria". Multnomah County is committed to the Bicycle Master Plan developed by the Transportation Division and approved by the board as a component of the Master Transportation Plan and the Comprehensive Framework Plan. One objective of this plan is that the Willamette River Bridges under the jurisdiction of Multnomah

County be made safe and accessible to bicyclists. In meeting this objective, advantage of every opportunity will be taken to provide for safe bicycling on any new or rehabilitated Willamette River Bridge or bridge ramp where accommodation is a realistic possibility. Projects identified in the WRBAP Phase 1 Project implementation are included in the Willamette River Bridge Capital Improvement Plan and Program under a separate category.

In general, project rating criteria for the bridges and ramps include a national-standard bridge sufficiency rating, bridge historical significance, outside funding availability for each project, type of project, and time-line considerations. Project rating criteria for corrosion protection (painting) include, in general, existing corrosion damage, area rust breakthrough, quality of paint, weather exposure and visual considerations. (Refer to Criteria Rating Section for detailed project rating criteria and examples of painting review.)

Projects are classified by use of a point system. The point system used for bridge and ramp construction projects is necessarily distinct from that used for corrosion protection classification. A point score for each project is assigned to each significant criteria. Total criteria points are added to determine a total point rating for each project.

Projects designated with the highest total points are the most critical repair or rehabilitation projects. (See Plan Section Format for description of projects and point determination.) Bridge structural improvements are grouped as construction projects within the same project rating criteria framework. Corrosion control (paint) projects are grouped as painting needs within their distinct rating criteria framework.

For construction projects, in general, a rating of 95 or more points (out of a possible 135 point total) indicates attention within 0-4 years of the 20-year program period. Ratings of 75 and above indicate attention is needed within the first 10 years. Projects rated 60 to 74 are necessary during the 10-20 year period. Some project schedules are shifted slightly because of the need to effectively allocate and manage annual resources and to coordinate with maintenance scheduling.

WRBAP projects are rated and ranked in the WRBAP Final Report, August, 1994. Those projects are identified in the WRBAP sub-section.

Note: Seismic restrictions have been tightened considerably but retro-fitting has not been added to the project rating criteria since the policy for inclusion is not yet finalized. Besides adding considerable cost to the construction of new bridges, seismic retro-fitting will be required on existing bridges under a possible scenario as follows:

> Of the 5 Willamette River bridges maintained by Multnomah County in the urban area of Portland, one bridge will be selected as the primary access across the river in the event of an earthquake and first priority for retro-fitting will be given this bridge and its approach structures. Priorities in order beyond this initial bridge and as funds become available would be the approach structures on the remaining four bridges in order of priority. Retro-fitting all the approach structures plus one crossing structure is

estimated, at a minimum, to cost $20 million. Retro-fitting the remaining crossing structures is estimated to cost an additional $20 million, but is projected beyond the 20 year plan.

For paint projects, those with the highest rating are generally expected to be completed first. As there is less of a cost spread for the paint projects, the estimated total painting cost can be more evenly distributed as an annual requirement.

Plan Report

The Report, "Willamette River Bridges 20-Year Capital Improvement Needs," has been prepared by the Multnomah County Transportation Division, Bridge Capital Section. This report is the 20-Year Capital Plan, listing bridge construction projects, including seismic retro-fitting along with costs for in-depth and semi-in-depth inspections and corrosion protection projects in order of rank (high to low).

At the end of the report, the combined estimated costs for construction and corrosion protection projects are presented for each of four designated periods in the 20-year program. Figures are presented for the average annual need for the entire 20-year period. Estimated figures are presented for the grand total cost, and total County cost for the 20-year period.

The plan report represents the Transportation Division's recommendation for the 20-year Capital Improvements Program for Willamette River Bridges.

A description of the bridge and summary of the investigative engineering reports process for each of the six Willamette River Bridges (Hawthorne, Morrison, Burnside, Broadway, Sellwood, and Sauvie Island) can be found in Appendices I-VI.

Capital Improvements Plan and Program Update Process for the Willamette River Bridges

As a necessary element of the safe and reliable public use of Willamette River Bridge structures, inspections and sufficiency ratings are routinely conducted by the County. Any changes in component need involving repair, scheduling and cost will be incorporated into the CIP 20-Year Plan Update Process. The Multnomah County Inspection policy is as follows:

> In-Depth and Semi-In-Depth Inspections - These inspections will be conducted on a routinely regular basis, usually a 10-year frequency for the in-depth inspection and a 5-year maximum interval for the semi-in-depth inspection as dictated by Multnomah County Bridge inspection policy and the Willamette River Bridges Operation and Maintenance Manual. The in-depth inspection is a complete inspection and evaluation of all mechanical, electrical and structural elements involved for each individual bridge. From this inspection, a complete list of short term and long term needs can be established, along with identifying appropriate projects. The semi-in-depth inspection is a general inspection of all mechanical, electrical and structural components with

special emphasis on confirmation and updating of needs and projects identified through the in-depth inspection. New projects may result from this inspection.

Inspection for Structure Inventory and Appraisal - Every 2 years - This inspection is a visual inspection of all elements of each bridge structural component. The result of this inspection is an overall condition rating for the bridge with related comments and possible recommendations for action required.

General Monitoring of all Bridge Components by Multnomah County Bridge Maintenance Crew - This monitoring includes specifically designed measurements taken to track the progress of any suspicious defect, crack or deviation in structural, mechanical or electrical operation along with visual observations by the maintenance crew in the course of their daily maintenance activities. Input from this monitoring can provide beneficial information in preparing reports on other inspections or may add short term maintenance projects to the agenda.

The Program itself will be reviewed on an annual basis by staff with a scheduled full update process involving all interested parties every two years. These reviews will ensure every consideration is made to appropriate funds for the wisest use of limited resources needed to carry out the 20-Year CIP.

As part of the update process, estimated costs will be re-evaluated every two years to take into consideration any changes in federal, state or local regulations regarding for example, pollution damage control restrictions which are expected to dramatically increase over the next few years.

WILLAMETTE RIVER BRIDGES 20 - YEAR CAPITAL IMPROVEMENT NEEDS

20-YEAR CAPITAL IMPROVEMENT NEEDS FOR THE WILLAMETTE RIVER BRIDGES

CONSTRUCTION PROJECTS

All Cost Based on 1995 Dollars
Line Item Costs Include 28% Construction Contingencies
Bridge Section Overhead not Included

All Estimated Costs Represent Thousands of Dollars

RANK	BR STR	BRIDGE #	Cat	DESCRIPTION	EST COST	Suf Rat 20	His Sig 5	Out Fun 10	Comp Cri 60	TL 40	TOT PTS	0-4 years FY 94-95 through FY 98-99	5-9 years FY 99-00 through FY 03-04	10-14 years FY 04-05 through FY 08-09	15-20 years FY 09-10 through FY 14-15
1 Broadway	MS	6757	S	Guardrail	280	10	5	0	60	40	115	280			
2 Broadway	MS	6757	S	Liftspan Sidewalk Replacement	150	10	5	0	60	40	115	150			
3 Broadway	MS	6757	M	Anchor/Operating Strut Mech Rehab (Phase II)	372	10	5	0	60	40	115	372			
4 Broadway	MS	6757	M	Span Drive Mechanical Renovation (Phase II)	788	10	5	0	60	40	115	788			
5 Burnside	MS	O511	S	First Street Stairway Installation	95	10	0	0	60	40	110	95			
6 Sauvie Island	MS	2641	S	Southeast On-ramp Widening	280	10	5	5	50	40	110	280			
7 Sellwood	MS	6879	S	AC Wheel Rut Rehabilitation	89	10	0	0	60	40	110	89			
8 Burn/Morrison	MS	O511,2758	M	Replace two traffic gates on each bridge	212	10	5	0	50	40	105	212			
9 Broadway	R	6757A	S	Sidewalk Rehabilitation	189	5	0	0	60	40	105	189			
10 Broadway	MS/R	6757&A	L	Replace 2300 V Lighting W/ 480 Vac System	190	10	5	0	50	40	105	190			
11 Morrison	MS	2758	S	Repair Sidewalk Expansion Joints	17	10	0	0	50	40	100	17			
12 Hawthorne	MS	2757	S	Replace Deck Grating	3930	5	5	0	50	40	100	3930			
13 Broadway	R	6757A	S	Repair And Repaint Conc. Retaining Wall	64	5	0	0	50	40	95	64			
14 Sellwood	MS	6879	S	Concrete & AC Overlay	735	10	0	0	50	30	90		735		
15 Morrison	MS	2758	S,R	East Side Deck Rehabilitation	1790	10	0	0	50	30	90		1790		
16 Morrison	MS	2758	M	Gear Reducer Replacement	32	10	0	0	50	30	90		32		
17 Morrison	MS	2758	L	Replace Wiring in Roadway Lighting System	17	10	0	0	40	40	90	17			
18 Morrison	MS	2758	M	Emergency Drive System For Bascule Spans	249	10	0	0	40	40	90			249	
19 Broadway	MS	6757	S	Sidewalk Replacement	824	10	5	0	40	30	85		824		
20 Burnside	MS	O511	M,E	Buffer Cylinder & Control Equipment	323	10	5	0	40	30	85		323		
21 Broadway	R	6757A/B	S	Broadway/Lovejoy Ramps - Deck/Joint Rehab.	472	5	0	0	50	30	85		472		
22 Broadway	MS	6757	E	Variable Message Fiber Optic Warning Signs	398	10	5	0	40	30	85		398		
23 Morrison	MS	2758	E	New Sub Cable For Control Conductors	52	10	0	0	40	30	80		52		
24 Broadway	R	6757C	S	Resurface Bridge Deck & Approaches	64	5	0	0	40	30	75		64		
25 Burnside	MS	O511	S	Replace Concrete Roadway Deck	4222	10	5	0	40	20	75			4222	
26 Hawthorne	R	2757A&B	R,S	Madison Viaduct-Rdwy Approach/Deck Overlay	827	5	0	0	40	30	75		827		
27 Hawthorne	R	2757D	S	Concrete Deck Overlay	213	5	0	0	40	30	75		213		
28 Sellwood	MS	6879	S	Replace Structure - Construction	41872	10	0	0	50	10	70			41872	
29 Sellwood	MS	6879	S	Replace Structure - Right-of-way	2922	10	0	0	50	10	70			2922	
30 Broadway	MS	6757	M	Emergency Drives-Center Locks & Span Drive	164	10	5	0	35	20	70			164	
31 Burnside	R	0511A/B	R	East/West Approach - Rdwy App./Deck Rehab.	771	10	0	0	40	20	70			771	
32 Sauvie Island	MS	2641	S	Concrete Deck Overlay	267	10	0	0	40	20	70			267	
33 Broadway	MS	6757	S	Concrete & Grating Deck Replacement	5692	10	5	0	40	10	65			2930	2762
34 Sauvie Island	MS	2641	S	2nd Crossing or Replacement	14010	10	0	0	40	10	60			7212	6798
Willamette River				OR-OSHA Facility Compliance	1000						0	250	250	250	250
Willamette River				Seismic Retrofit - One Crossing Plus All Ramps	37115						0	8076	11093	6446	11500
Willamette River				In Depth and Semi-In-Depth Inspections	800						0	300	100	300	100
				ESTIMATED CONSTRUCTION COST	121487							15299	17173	67605	21410
				Design Engineering (15%)	18223							2295	2576	10141	3212
				Construction Engineering (12%)	14578							1836	2061	8113	2569
				ESTIMATED CONSTRUCTION COST	154288							19430	21810	85858	27191
				AVERAGE YEARLY COST	7714							3886	4362	17172	4532

CORROSION PROTECTION (PAINTING)
100% SP-6 Commercial Blast Preparation
100% Containment, Hazardous Waste Disposal,
Moisture Cured Urethane Coating System

All Cost Based on 1995 Dollars
Line Item Costs Include 15% Construction Contingencies
Bridge Section Overhead not Included

Ra	BR STR	BRIDGE #	Cat	DESCRIPTION	EST COST	Corr Damg 4	Area Rust Thru 4	Quty of Paint 3	Weath Expos 3	Vi-sual 2	TOT PTS	0-4 years FY 94-95 through FY 98-99	5-9 years FY 99-00 through FY 03-04	10-14 years FY 04-05 through FY 08-09	15-20 years FY 09-10 through FY 14-15
1	Hawthorne MS	2757	P	HAWTHORNE BR. - Thru Truss/ Lift		4.0	4.0	3.0	2.0	2.0	15				
				Entire Bridge	13936							13936			
2	Broadway MS	6757	P	BROADWAY BR. - Thru Truss/ Bascule		4.0	4.0	3.0	2.0	2.0	15				
				(Floor System)	6232							6232			
				(Minus Floor System)	12513								12513		
3	Burnside MS	0511	P	BURNSIDE BR. - Steel Deck Truss/ Bascule		4.0	4.0	3.0	2.0	1.0	14				
				Entire Bridge	5258								5258		
4	Sellwood MS	6879	P	SELLWOOD BRIDGE - Trusses	4003	4.0	3.0	2.0	2.0	2.0	13		4003		
5	Broadway R	6757A	P	BROADWAY ST. RAMP - Steel Deck on Steel Col.	2247	3.0	3.0	2.0	1.0	2.0	11				2247
6	Morrison R	2758B	P	W. MORRISON Trans. Struc. - Steel `I'-Beam	2722	2.0	4.0	2.0	1.0	2.0	11		2722		
7	Broadway R	6757B	P	LOVEJOY RAMP - Steel Deck on Steel Col.	1380	3.0	3.0	2.0	1.0	2.0	11			1380	
8	Morrison MS	2758	P	MORRISON BR. - Steel Deck Truss/ Bascule	10148	3.0	3.0	1.0	2.0	1.0	10		10148		
9	Hawthorne R	2757A	P	HAWTHORNE ST. VIADUCT E.B. - Steel `I'-Beam	1724	2.0	2.0	1.0	1.0	2.0	8			1724	
10	Hawthorne R	2757B	P	MADSION ST. VIADUCT W.B. - Steel `I'-Beam	1769	2.0	2.0	1.0	1.0	2.0	8			1769	
11	Sauvie Island MS	2641	P	SAUVIE IS. BR. - Steel Deck Truss/ Thru Truss	1204	2.0	2.0	1.0	2.0	1.0	8			1204	
12	Morrison R	8589	P	MORRISON ST. VIADUCT W.B. - Steel `I'-Beam	2269	1.0	1.5	0.5	2.0	1.5	7				2269
13	Morrison R	2758A	P	BELMONT ST. VIADUCT E.B. - Steel `I'-Beam	2188	1.0	1.5	0.5	2.0	1.5	7				2188
14	Morrison R	8589Z	P	Water Ave OFF Ramp E.B. - Steel `I'-Beam	233	1.0	1.5	0.5	2.0	1.5	7				233
				ESTIMATED PAINTING COST	67826							20168	34644	6077	6937
				Design Engineering (3%)	2035							605	1039	182	208
				Construction Engineering (15%)	10174							3025	5197	912	1041
				ESTIMATED TOTAL PAINTING COST	80035							23798	40880	7171	8186
				AVERAGE YEARLY COST TO PAINT	4002							5950	8176	1434	1364
				SUMMARY: COMBINED CONSTRUCTION & PAINTING COST											
				COMBINED ESTIMATED CONSTRUCTION & PAINTING COST	189313							35467	51817	73682	28347
				DESIGN ENGINEERING	20258							2900	3615	10323	3420
				CONSTRUCTION ENGINEERING	24752							4861	7257	9024	3610
				COMBINED ESTIMATED GRAND TOTAL COST	234323							43228	62690	93029	35376
				COMBINED ESTIMATED AVERAGE YEARLY COST	11716							10807	12538	18606	5896

Estimated Construction Cost Table

A. Format - Construction

20-YEAR CAPITAL IMPROVEMENT NEEDS FOR THE WILLAMETTE RIVER BRIDGES

CONSTRUCTION PROJECTS

All Cost Based on 1995 Dollars
Line Item Costs Include 28% Construction Contingencies
Bridge Section Overhead not Included

All Estimated Costs Represent Thousands of Dollars

RANK	BR STR	BRIDGE #	Cat	DESCRIPTION	EST COST	Suf Rat 20	His Sig 5	Out Fun 10	Comp Cri 60	TL 40	TOT PTS	0-4 years FY 94-95 through FY 98-99	5-9 years FY 99-00 through FY 03-04	10-14 years FY 04-05 through FY 08-09	15-20 years FY 09-10 through FY 14-15
1 Broadway	MS	6757	S	Guardrail	280	10	5	0	60	40	115	280			
2 Broadway	MS	6757	S	Liftspan Sidewalk Replacement	150	10	5	0	60	40	115	150			
3 Broadway	MS	6757	M	Anchor/Operating Strut Mech Rehab (Phase II)	372	10	5	0	60	40	115	372			
4 Broadway	MS	6757	M	Span Drive Mechanical Renovation (Phase II)	788	10	5	0	60	40	115	788			
5 Burnside	MS	0511	S	First Street Stairway Installation	95	10	0	0	60	40	110	95			
6 Sauvie Island	MS	2641	S	Southeast On-ramp Widening	280	10	5	5	50	40	110	280			
7 Sellwood	MS	6879	S	AC Wheel Rut Rehabilitation	89	10	0	0	60	40	110	89			
8 Burn/Morrison	MS	0511,2758	M	Replace two traffic gates on each bridge	212	10	5	0	50	40	105	212			
9 Broadway	R	6757A	S	Sidewalk Rehabilitation	189	5	0	0	60	40	105	189			
10 Broadway	MS/R	6757&A	L	Replace 2300 V Lighting W/ 480 Vac System	190	10	5	0	50	40	105	190			
11 Morrison	MS	2758	S	Repair Sidewalk Expansion Joints	17	10	0	0	50	40	100	17			
12 Hawthorne	MS	2757	S	Replace Deck Grating	3930	5	5	0	50	40	100	3930			
13 Broadway	R	6757A	S	Repair And Repaint Conc. Retaining Wall	64	5	0	0	50	40	95	64			
14 Sellwood	MS	6879	S	Concrete & AC Overlay	735	10	0	0	50	30	90		735		
15 Morrison	MS	2758	S,R	East Side Deck Rehabilitation	1790	10	0	0	50	30	90		1790		
16 Morrison	MS	2758	M	Gear Reducer Replacement	32	10	0	0	50	30	90		32		
17 Morrison	MS	2758	L	Replace Wiring in Roadway Lighting System	17	10	0	0	40	40	90	17			
18 Morrison	MS	2758	M	Emergency Drive System For Bascule Spans	249	10	0	0	40	40	90			249	
19 Broadway	MS	6757	S	Sidewalk Replacement	824	10	5	0	40	30	85		824		
20 Burnside	MS	0511	M,E	Buffer Cylinder & Control Equipment	323	10	5	0	40	30	85		323		
21 Broadway	R	6757A/B	S	Broadway/Lovejoy Ramps - Deck/Joint Rehab.	472	5	0	0	50	30	85		472		
22 Broadway	MS	6757	E	Variable Message Fiber Optic Warning Signs	398	10	5	0	40	30	85		398		

Data items described below are taken from the top margin of each page of the Willamette River Bridges 20-Year Capital Improvements Needs Report, Construction Projects.

Rank. The report print-out ranks projects according to total criteria rating points received.

Bridge. Locational description: bridge involved for each project is identified. (Hawthorne, Burnside, Morrison, Broadway, Sellwood, Sauvie Island.)

Structure. Identifies project as Main Structure = MS or Ramp = R.

Bridge No. The state and county designated identification number for bridge or ramp.

Category. The system identified for capital work, i.e., Structural = S, Mechanical = M, Electrical = E, Lighting = L, Resurface = R, Paint = P.

Description. Brief project description.

Estimated Cost. Estimated cost represented in thousands of dollars. All costs are based on 1995 dollars. Line item costs include 28% construction contingencies.

Bridge Sufficiency Rating. The basis of the bridge sufficiency rating system is the ODOT sufficiency rating system (Oregon Coding Guide for the Inventory and Appraisal of Oregon Bridges - 1985). The rating system comprises three elements: structural adequacy and safety, serviceability and functional obsolescenc , and essentially for public use.

Historical Significance. Rating points (5) were assigned for projects on bridges of historical

significance. The three bridges are Broadway, Burnside and Hawthorne. Bridges with no historical significance received (0) points.

Outside Funding Availability. Projects known to have outside funding available received 10 points. Projects for which outside funding availability is anticipated received 5 points. Most projects have no outside funding availability and received (0) points.

Component Evaluation Criteria. A critical item, structural, mechanical or electrical item received highest ratings, depending on primary or secondary importance. A maximum of 60 points can be assigned to this categorical criteria.

Replacement/Repair Time-line. Completion dates as recommended by consultants investigation reports and confirmed or updated by the County Engineer were assigned points (40 points maximum) with immediate need projects receiving highest points.

Total Points. Above 5 criteria were totaled. This column was used to rank projects. Highest total points were ranked most critical.

1995-2014. Twenty years represented in 20-Year Plan. Project costs in thousands of dollars will appear in appropriate year. Projects capable of schedule shifting are indicated by straight horizontal lines.

Estimated Corrosion Cost Table

B. Format - Painting

CORROSION PROTECTION (PAINTING)
100% SP-6 Commercial Blast Preparation
100% Containment, Hazardous Waste Disposal,
Moisture Cured Urethane Coating System

All Cost Based on 1995 Dollars
Line Item Costs Include 15% Construction Contingencies
Bridge Section Overhead not Included

Ra	BR	STR	BRIDGE #	Cat	DESCRIPTION	EST COST	Corr Damg 4	Area Rust Thru 4	Quty of Paint 3	Weath Expos 3	Vi-sual 2	TOT PTS	0-4 years FY 94-95 through FY 98-99	5-9 years FY 99-00 through FY 03-04	10-14 years FY 04-05 through FY 08-09	15-20 years FY 09-10 through FY 14-15
1	Hawthorne	MS	2757	P	HAWTHORNE BR. - Thru Truss/ Lift		4.0	4.0	3.0	2.0	2.0	15				
					Entire Bridge	13936							13936			
2	Broadway	MS	6757	P	BROADWAY BR. - Thru Truss/ Bascule		4.0	4.0	3.0	2.0	2.0	15				
					(Floor System)	6232							6232			
					(Minus Floor System)	12513								12513		
3	Burnside	MS	0511	P	BURNSIDE BR. - Steel Deck Truss/ Bascule		4.0	4.0	3.0	2.0	1.0	14				
					Entire Bridge	5258								5258		
4	Sellwood	MS	6879	P	SELLWOOD BRIDGE - Trusses	4003	4.0	3.0	2.0	2.0	2.0	13		4003		
5	Broadway	R	6757A	P	BROADWAY ST. RAMP - Steel Deck on Steel Col.	2247	3.0	3.0	2.0	1.0	2.0	11				2247
6	Morrison	R	2758B	P	W. MORRISON Trans. Struc. - Steel 'I'-Beam	2722	2.0	4.0	2.0	1.0	2.0	11		2722		
7	Broadway	R	6757B	P	LOVEJOY RAMP - Steel Deck on Steel Col.	1380	3.0	3.0	2.0	1.0	2.0	11			1380	
8	Morrison	MS	2758	P	MORRISON BR. - Steel Deck Truss/ Bascule	10148	3.0	3.0	1.0	2.0	1.0	10		10148		
9	Hawthorne	R	2757A	P	HAWTHORNE ST. VIADUCT E.B. - Steel 'I'-Beam	1724	2.0	2.0	1.0	1.0	2.0	8			1724	
10	Hawthorne	R	2757B	P	MADSION ST. VIADUCT W.B. - Steel 'I'-Beam	1769	2.0	2.0	1.0	1.0	2.0	8			1769	
11	Sauvie Island	MS	2641	P	SAUVIE IS. BR. - Steel Deck Truss/ Thru Truss	1204	2.0	2.0	1.0	2.0	1.0	8			1204	
12	Morrison	R	8589	P	MORRISON ST. VIADUCT W.B. - Steel 'I'-Beam	2269	1.0	1.5	0.5	2.0	1.5	7				2269
13	Morrison	R	2758A	P	BELMONT ST. VIADUCT E.B. - Steel 'I'-Beam	2188	1.0	1.5	0.5	2.0	1.5	7				2188
14	Morrison	R	8589Z	P	Water Ave OFF Ramp E.B. - Steel 'I'-Beam	233	1.0	1.5	0.5	2.0	1.5	7				233

Data items described below are taken from the top margin of each page of the Willamette River Bridges 20-Year Capital Improvements Needs Report, Painting Projects.

Rank. The report print-out ranks projects according to total criteria rating points received.

Bridge. Locational description: Bridge involved for each project is identified. (Hawthorne, Burnside, Morrison, Broadway, Sellwood, Sauvie Island.)

Structure. Identifies structure as Main Structure = MS or Ramp = R.

Bridge No. The state and county designated identification number for bridge or ramp.

Category. The system identified for capital work, i.e., P = Paint.

Description. Brief project description.

Estimated Cost. Estimated cost represented in thousands of dollars. All costs are based on 1995 dollars. Line item costs include 15% construction contingencies.

Corrosion Damage. Criteria rating points were assigned for corrosion damage to the steel, either existing or potentially imminent. Higher numbers indicate a more serious defect.

Area of Rust Breakthrough. Criteria rating points were assigned as to the actual area or degree of rust breakthrough. Higher numbers indicate heavier rust.

Quality of Paint. The quality of the existing paint was a third criteria. Conditions which affect the paint's present quality were degrees and thoroughness of cleaning of the steel surface prior to painting, the quality of the paint, the surface exposure to weather and environmental surroundings.

Weather Exposure. Surface exposure to moisture (rain, leakage, drainage) and u-v light were rated to classify exposure conditions. Higher points indicate higher degree of weather exposure.

Visual (Public Exposure). The overall appearance and exposure to public view varies for each structure as to the structure's location, the traffic volume or population surrounding the site, and whether traffic passes through, over or under the structure. Higher points indicate more public exposure.

PROJECT RATING CRITERIA

A. CONSTRUCTION PROJECTS

B. CORROSION CONTROL (PAINT) PROJECTS

Construction Project Rating Criteria

A. Bridge Sufficiency Rating (20 points maximum)

ODOT	County
0 - 25	20 points
26 - 50	10 points
51 - 80	5 points
81 - 100	0 points

B. Bridge Historical Significance (5 points maximum).

Ranked on National and/or State Historic Registers

Significant	5 points	Broadway #6757
		Burnside #0511
		Hawthorne #2757

Not Ranked on Historic Register(s)

No Importance	0 points

C. Outside funding availability (10 points maximum).

Available	10 points
Anticipated	5 points
Not Available	0 points

D. Component Evaluation Criteria (60 points maximum).

Critical Item	60 points	
Structural Item	50 points Primary	40 Secondary
Mechanical Item	50 points Primary	40 Secondary
Electrical Item	50 points Primary	40 Secondary
Deck	40 points	
Illumination	40 points	
Component Life Extension	35 points	
Traffic Control	20 points	
Pedestrian/Bike Accommodation	20 points	

E. Recommended Replacement/Repair Time-line (40 points maximum).

0 - 4 years	40 points
5 - 9 years	30 points
10 - 14 years	20 points
15 - 20 years	10 points

Summary of Bridge Sufficiency Rating Factors Used By ODOT

1. Structural Adequacy and Safety

S_1 = 55% Max.

59 Superstructure
60 Substructure
62 Culvert
66 Inventory Rating

2. Serviceability and Functional Obsolescence

S_2 = 30% Max.

12 Defense Highway
28 Lanes on Structure
29 ADT
32 Appr. Rdwy. Width
43 Structure Type
51 Bridge Rdwy. Width
53 VC over deck
58 Deck Condition
67 Structural Condition
68 Deck Geometry
69 Under-clearances
71 Waterway Adequacy
72 Appr. Rdwy. Align.

3. Essentially for Public Use

S_3 = 15% Max.

12 Defense Highway
19 Detour Length
29 ADT

4. Special Reductions

S_4 = 13% Max.

19 Detour Length
36 Traffic Safety Features
43 Structure Type, Main

SUFFICIENCY RATING = $S_1 + S_2 + S_3 - S_4$
Sufficiency Rating shall not be <0 nor $>$ 100

Corrosion Control (Paint) Rating Project Criteria

PROJECT RATING CRITERIA EXAMPLE

CORROSION CONTROL (PAINT) PROJECTS

BR. NO. 6879 NAME Sellwood Bridge COUNTY Multnomah

LOCATION FAU 9704 INSP. BY Bangert Davis DATE 9/29/87

STRUCT. DESCRIPTION 2 - 245'6" & 2 - 300' steel deck trusses

STEEL SPANS Wt. est. by Co. 10-87

WT. STRUCT. STEEL 1,060 tons EST. AREA STEEL 318,000 sq. ft.

EXIST. PAINT TYPE: LAST PAINTED 1962 BY J I Hass 1400-G-63
Prime: Red Lead Int.: Red Lead Top: Alkyd

	Severe	Moderate	Light	None	
Corrosion Damage	4	3	2	1	= 4
	Heavy	Moderate	Scattered	None	
Area Rust Breakthrough	4	3	2	1	= 3
	Loose	Dead	Moderate	Live	
Quality of Paint	3	2	1	0	= 2
	Wet	Moderate	Dry		
Weather Exposure	3	2	1		= 2
	High	Low	None		
Visual (Pub. Exposure)	2	1	0		= 2

(Rate) Total = 13

Span 20 and one panel of span 19 were painted in 1984 by County maintenance forces. Although much old paint remains, the overall condition is good and should last several years without serious failure. The remaining steel is sustaining serious corrosion damage and should be repainted within the next two or three years. There are structures under both ends of the bridge which will require protection.

Blast clean to steel and repaint 1988-1989 seasons.

BRIDGE SUMMARIES

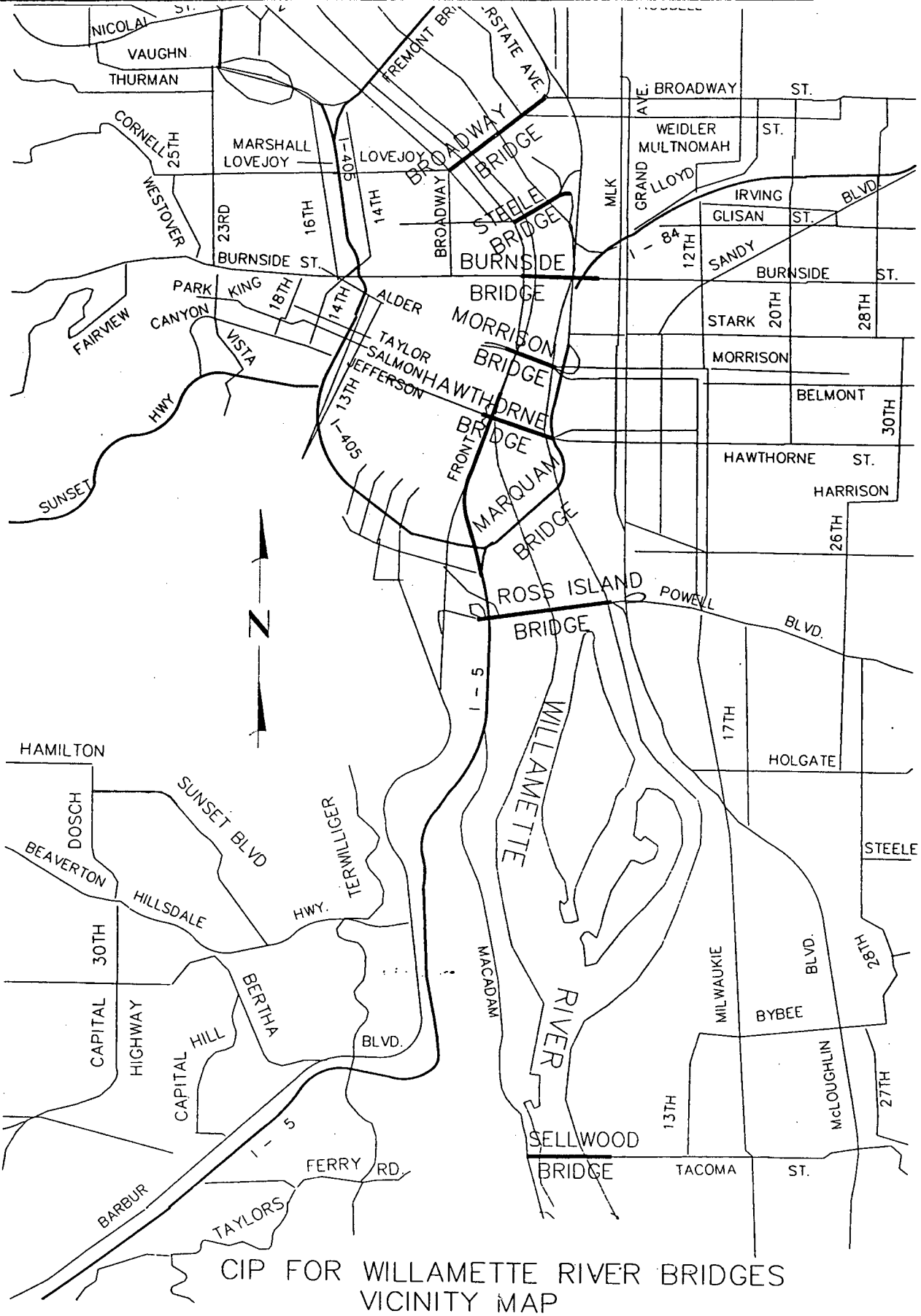
HAWTHORNE BRIDGE

MORRISON BRIDGE

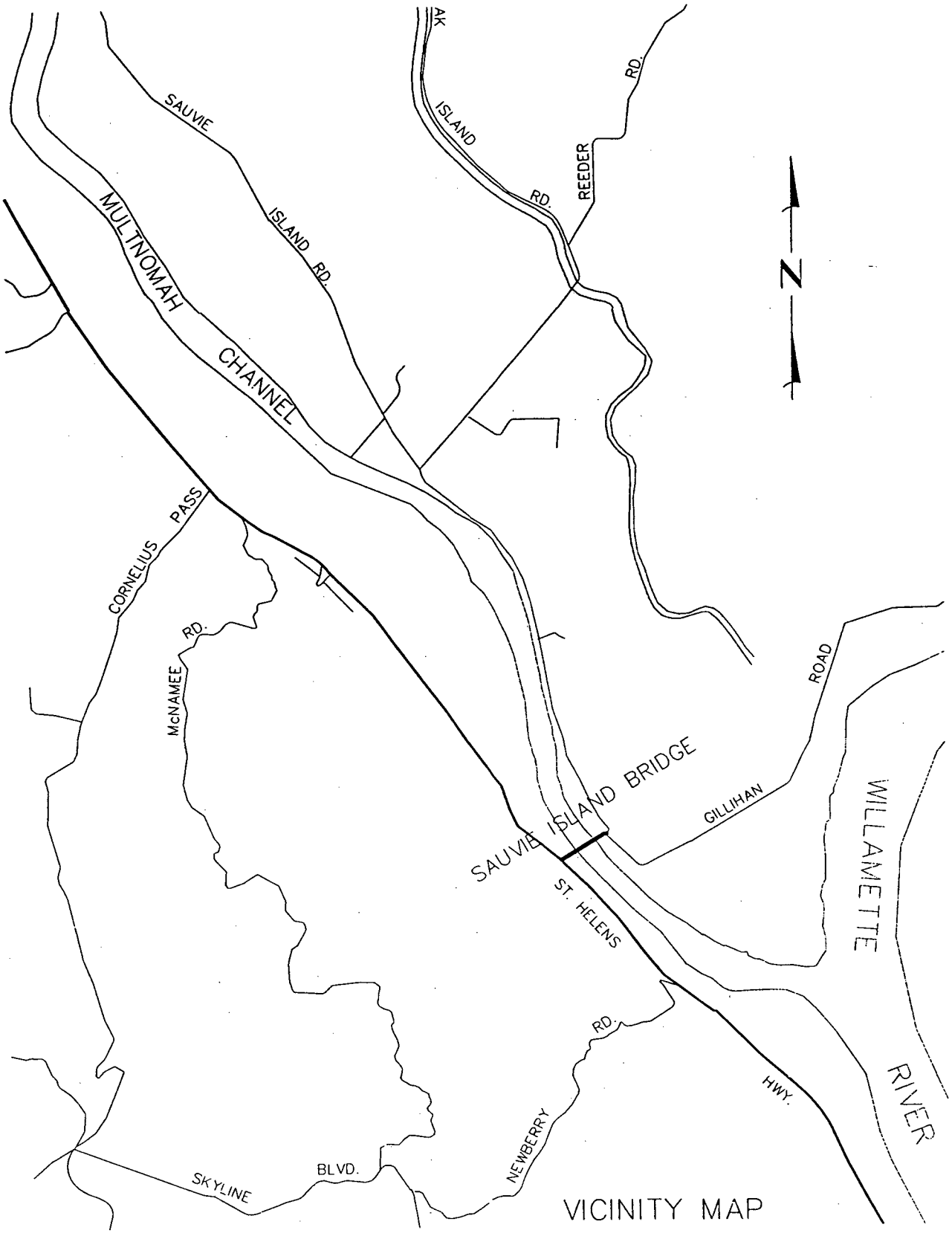
BURNSIDE BRIDGE

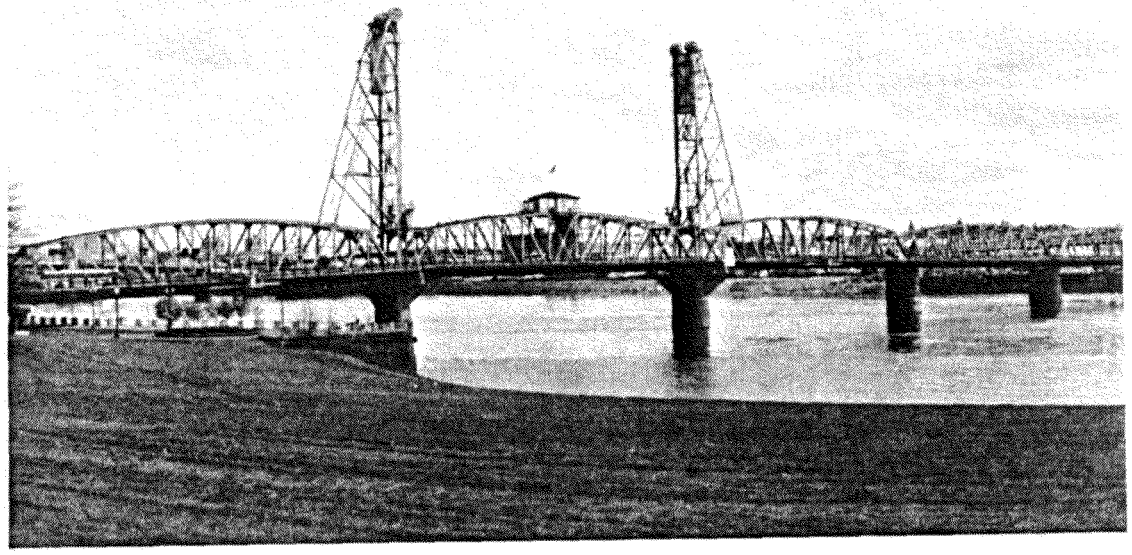
SELLWOOD BRIDGE

SAUVIE ISLAND BRIDGE



CIP FOR WILLAMETTE RIVER BRIDGES
VICINITY MAP


AK
SAUVIE
ISLAND
RD.
REEDER
RD.
ISLAND RD.
MULTNOMAH
CHANNEL
N
CORNELIUS PASS
RD.
McNAMEE
ROAD
SAUVIE ISLAND BRIDGE
GILLIHAN
WILLAMETTE
ST. HELENS
RD.
HWY.
RIVER
NEWBERRY
SKYLINE
BLVD.
VICINITY MAP



HAWTHORNE BRIDGE SUMMARY

Structure Number 2757
Madison Street-Hawthorne Boulevard
Portland, Multnomah County

Constructed - 1910
Steel Through Truss (Parker) Vertical Lift
Ownership - Multnomah County

WILLAMETTE RIVER BRIDGES: HAWTHORNE

The Hawthorne Bridge is the oldest remaining highway structure across the Willamette River. The main span is a 244-foot steel through truss (Parker) vertical lift span, capable of a vertical movement of 110 feet and providing a lateral waterway clearance of 230 feet. Two electric motors lift the vertical deck lift span. The two towers are 165 feet tall. The bridge includes five steel through truss (Parker) secondary spans, each 220 feet in length, and thirteen concrete approach spans. The Hawthorne Bridge is the lowest of the Willamette River Bridges in Portland, with 53 feet of clearance at low water, and consequently is raised more than any of the other drawbridges. This structure replaced a timber drawspan structure (Madison Street Bridge) built in 1891 and destroyed by fire in 1902. The Hawthorne Bridge has little architectural or decorative treatment. It was designed by Waddell and Harrington, Kansas City, and constructed by the Pennsylvania Steel Company, Portland, for a total cost of $511,000.

Hawthorne Bridge

Description

The Hawthorne Bridge is one of the eight major bridges that connect east and west Portland. It is maintained by Multnomah County. Originally built in 1910 to carry rail traffic, the Hawthorne Bridge now carries about 27,000 vehicles daily in four traffic lanes. Vertical clearance for river traffic is limited. Approximately 150 openings per month are required for the vertical lift span.

Modifications

Major structural modifications have included removal of the original timber deck and sidewalk and installation of open steel grating deck and concrete sidewalks. The outbound lanes of Span 6 have been widened near the west approach to the bridge.

Analysis

Structural, mechanical and electrical field inspections, investigation of mechanical and operating sequences, and structural analysis for the six main truss spans were made by Sverdrup & Parcel and Associates, consultants, in 1985 and 1986.

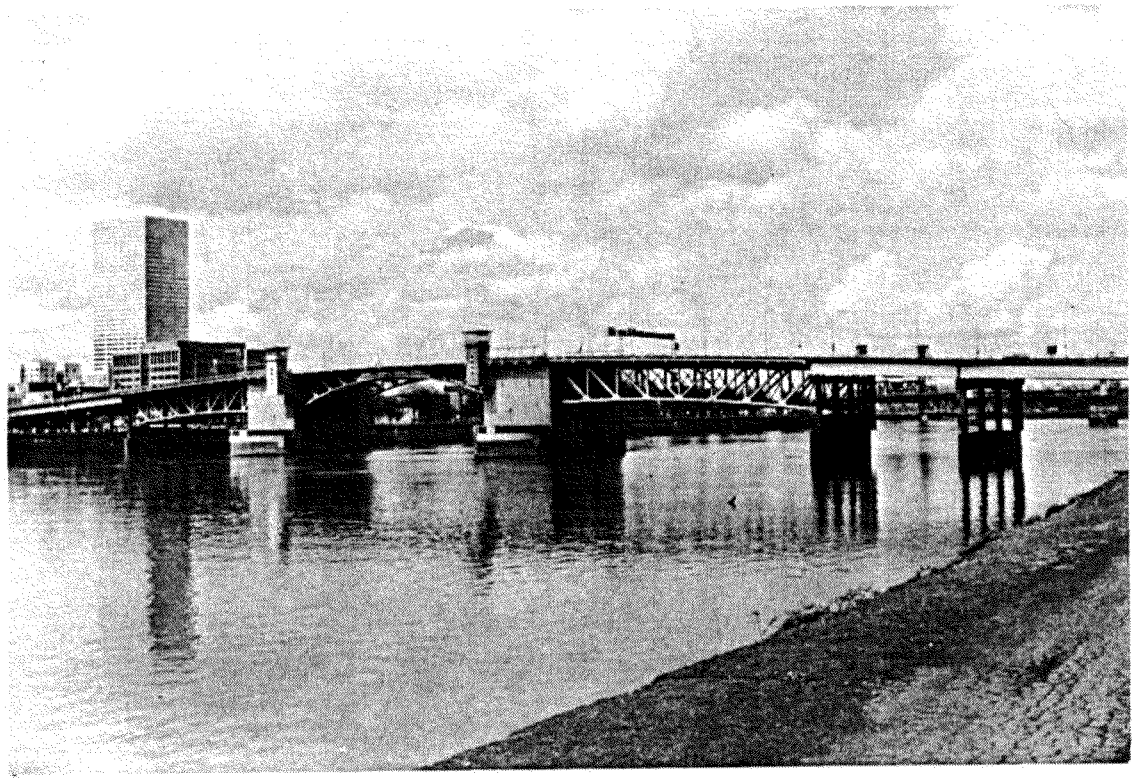
Detailed field inspection and structural analysis of the Hawthorne approach ramps on both sides of the main river span were completed by OBEC Consulting Engineers in 1988.

Within the framework of the CIP process, consultant's reports for the Hawthorne Bridge were analyzed by the appropriate County Engineers, projects were identified, and cost estimates were verified to produce the Hawthorne Bridge part of the Willamette River Bridges 20-Year Capital Improvements Needs Plan (see Report Section).

The structural, mechanical, and electrical deficiencies and estimated costs for repairs were summarized for Contract Repair Recommendations in the Sverdrup Investigation Summary Report. A summary of the Contract Repair suggestions, estimated costs, and target years for construction for the Hawthorne ramps were submitted by OBEC Consulting Engineers in 1988.

The paint investigation report and cost estimates from consultant W.L. Bangert for the Hawthorne Bridge and ramps were for cleaning and painting only. Based on risk factor, an additional construction cost was added to cover such items as traffic protection, mobilization, special insurance, and environmental control measures. These considerations are reflected in the CIP Plan (see Report, Painting Section).

Projects for replacement of the east approach ramp structures and for Phase II Structural and Electrical Rehabilitation, as recommended in the consultants investigation report, have been completed and are not included in the current CIP.



MORRISON BRIDGE SUMMARY

Structure Number 2758
Morrison/Belmont-Front/Alder/Washington
Portland, Multnomah County

Constructed - 1958
Steel Double Leaf Strauss Bascule
Ownership - Multnomah County

WILLAMETTE RIVER BRIDGES: MORRISON

The Morrison Bridge is a six-lane, three-span, steel deck truss structure. The main spans consist of two 206'-8" side span steel deck trusses and a 262'-0" double-leaf Strauss trunnion bascule draw span. The cantilever sections supporting the roadway are divided into six 18'-8" panels with the truss height varying from 6'-0" at the center break to 26'-0" at live load support. The first Morrison Bridge, a wooden bridge built in 1887 with many short spans was the first bridge across the Willamette River into Portland. It was designed by the Pacific Bridge Company and was operated as a toll bridge. In 1905, the second Morrison Bridge, a steel swing span structure was built. It was dismantled in 1958 to make way for the existing Morrison Bridge.

Morrison Bridge

Description

The Morrison Bridge is a major travel corridor linking SE Portland and Interstate 5 to inner-city Portland. It is maintained by Multnomah County.

Built in 1958, the Morrison Bridge accommodates six lanes of traffic with an average daily traffic volume of 41,000 vehicles. Vertical clearance of the closed bascule span is adequate for the majority of river traffic. Approximately 15 openings per month are required for the bascule draw span.

Modification

The only major modifications to the bridge have been a rebuild of the main pier fendering system in 1965, complete deck replacement of the easterly side span in 1980, and the west span in 1994.

Analysis

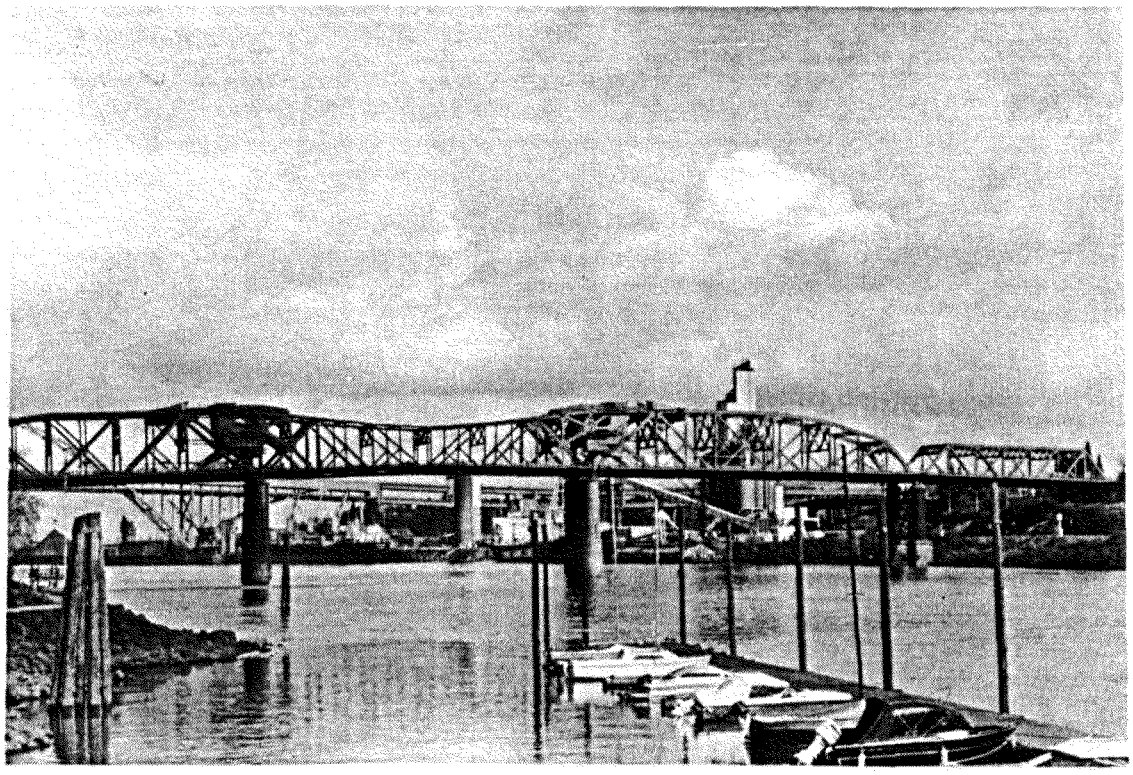
Structural, mechanical and electrical field inspections, investigation of mechanical and operating sequences, and structural analysis for the three main river truss spans were made by Sverdrup & Parcel and Associates between May and August 1985. Detailed field inspection and structural analysis of the Morrison Bridge approach ramps on both sides of the river spans were done by OBEC Consulting Engineers in 1987.

Within the framework of the CIP process, consultant's reports for the Morrison Bridge were analyzed by the appropriate County Engineers, projects were identified, and cost estimates were verified to produce the Morrison Bridge part of the Willamette River Bridges 20-Year Capital Improvements Needs Plan.

The structural, mechanical and electrical deficiencies and estimated costs for repairs were summarized for Contract Repair Recommendations in the Sverdrup Investigation Summary Report. Complete details of the inspection and structural rating are contained in the Morrison Bridge Investigation Engineering Report, dated June 1986. A summary of the repair suggestions, the estimated costs, and the target years for construction of the Morrison Bridge approach ramps were presented by OBEC Engineers in 1988.

The paint investigation report and cost estimates from consultant W.L. Bangert for the Morrison Bridge and approaches were for cleaning and painting only. Based on risk factor, an additional construction cost was added to cover such items as traffic protection, mobilization,

special insurance, and environmental control measures. The considerations are reflected in the CIP Plan (see Report, Painting Section).



BROADWAY BRIDGE SUMMARY

Structure Number 6757
Broadway Street
Portland, Multnomah County

Constructed - 1913
Steel Through Truss (Pennsylvania-Petit)
Double-Leaf Bascule
Ownership - Multnomah County

WILLAMETTE RIVER BRIDGES: BROADWAY

The Broadway Bridge, designed by the internationally famous bridge designer Ralph Modjeski, is cited as "an important example of the Rall-type bascule span" by David Plowden in Bridges: The Spans of North America (1974). The rarity and uniqueness of the Rall bascule structure add considerable technological interest to this structure. Built over a period of two years by the Pennsylvania Steel Company at a cost of $1.6 million, the bridge was the longest double-leaf bascule drawbridge in the world when constructed. The central span is a 297-foot steel through truss double-leaf bascule drawspan, providing 250 feet of lateral waterway clearance. The five secondary spans, four Pennsylvania-Petit steel through trusses and one Pratt steel through truss total 1,736 feet in length. An ornate vintage wrought iron bridge railing adjoins the sidewalks.

Broadway Bridge

Description

The Broadway Bridge is one of the eight major Willamette River bridges. It connects NE Portland to NW Portland. The Broadway Bridge is maintained by Multnomah County.

The Broadway Bridge was one of the first movable span bridges in Portland. Built in 1911 and 1912, the bridge was originally designed for rail traffic and vehicular traffic. The bridge presently accommodates four lanes of vehicular traffic with an average daily traffic volume of 26,000 vehicles. Vertical clearance of the closed bascule span is adequate for the majority of river traffic. Approximately 30 openings per month are required primarily to accommodate grain terminal ships.

Modification

Major structural modifications have included the replacement of the original timber plank deck on the approach spans with a concrete deck slab in 1927. The bascule span deck was replaced with open steel grating in 1948, where the street car rails were removed. Machinery renovations include the addition of automatic traffic gates in 1971, and major repairs to the struts in 1982.

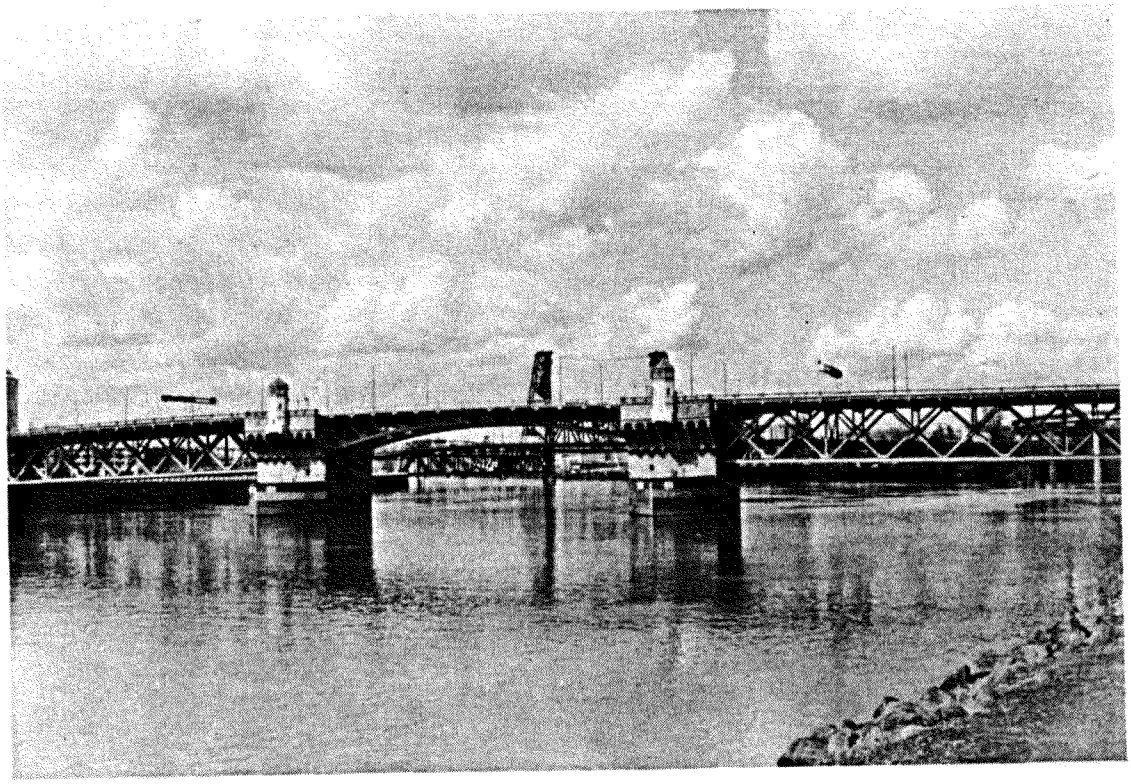
Analysis

Structural, mechanical, and electrical field inspections, investigation of mechanical and operating sequences, and structural analysis for the six main river truss spans of the Broadway Bridge were made by the Sverdrup Consultant group in 1985 and 1986. Detailed field inspection and structural analysis of the Broadway Bridge east and west approaches were completed by OBEC Consulting Engineers in 1988.

Within the framework of the CIP process, consultant's reports for the Broadway Bridge were analyzed by the appropriate County Engineers, projects were identified, and cost estimates were verified to produce the Broadway Bridge part of the Willamette River Bridges 20-Year Capital Improvements Needs Report.

The structural, mechanical and electrical deficiencies, recommendations for rehabilitation or improvements, and estimated costs associated with these items are included in the Sverdrup Investigation Summary Report. Recommendations for repairs and estimated costs associated with those repairs were determined by OBEC Consulting Engineers and reported in their Engineering Report to the County in 1988. Projects for electrical renovations, including a new submarine cable along with mechanical renovations on the east side as recommended in the consultant's investigation report, have been completed and are not included in the CIP.

The paint investigation report and cost estimates from consultant W.L. Bangert for the Broadway Bridge and approaches were for cleaning and painting only. Based on variable risk factor, an additional construction cost was added to projects to cover such items as traffic protection, mobilization, special insurance, and environmental control measures. These considerations are reflected in the CIP Plan (see Report, Painting Section).



BURNSIDE BRIDGE SUMMARY

Structure Number 511
Burnside Street
Portland, Multnomah County

Constructed - 1926
Steel Double-Leaf Bascule
Ownership - Multnomah County

WILLAMETTE RIVER BRIDGES: BURNSIDE

The Burnside Bridge is a double-leaf bascule drawspan. It replaced the original 1894 wrought iron truss swing span structure. Two spans of the 1894 structure were moved to new locations and are the oldest highway bridges in Oregon (Bull Run River Bridge and the Sandy River Bridge on Lusted Road, both in Clackamas County). The Burnside Bridge has two 266-foot steel deck truss secondary spans and thirty-four steel deck girder approach spans for a total structure length of 2,308 feet. The bascule system for the bridge was designed by Joseph B. Strauss, who later designed San Francisco's Golden Gate Bridge. The principal engineer for the Burnside Bridge was noted engineer Gustav Lindenthal. The original design concept is credited to I.G. Hendrick and Robert Kremers of Multnomah County, who were later replaced by Lindenthal. The Pacific Bridge Company constructed the bridge. Architectural treatment of the bridge includes an ornate spindle-type balustrade railing (wrought iron on the bascule section) and turreted operator shelters cantilevered from the massive main piers. The Burnside Bridge is distinguished as one of the most visually appealing of Portland's Willamette River Bridges.

Burnside Bridge

Description

The Burnside Bridge is one of the four major movable Willamette River Bridges maintained by Multnomah County. It connects east Portland to west Portland and divides south and north Portland. The bridge was originally built in 1926 and carries about 44,000 vehicles daily in five lanes of traffic. Vertical clearance of the closed bascule span is adequate for most river traffic. Approximately 15 openings per month are required of the draw span.

Modifications

Minor modifications have been made to the Burnside Bridge since its original construction. The east and west approaches have undergone deck resurfacing and joint rehabilitation.

Analysis

Structural, mechanical and electrical field inspections, investigation of mechanical and operating sequences, and structural analysis for the three main river spans of the Burnside Bridge were made by Sverdrup & Parcel and Associates, Inc., in 1985. Detailed field inspection and structural analysis of the east and west approach spans of the Burnside Bridge were conducted by OBEC Consulting Engineers in August 1987.

Within the framework of the CIP process, consultant's reports for the Burnside Bridge were analyzed by the appropriate County Engineers, projects were identified, and cost estimates were verified to produce the Burnside Bridge part of the Willamette River Bridges 20-Year Capital Improvements Needs Report.

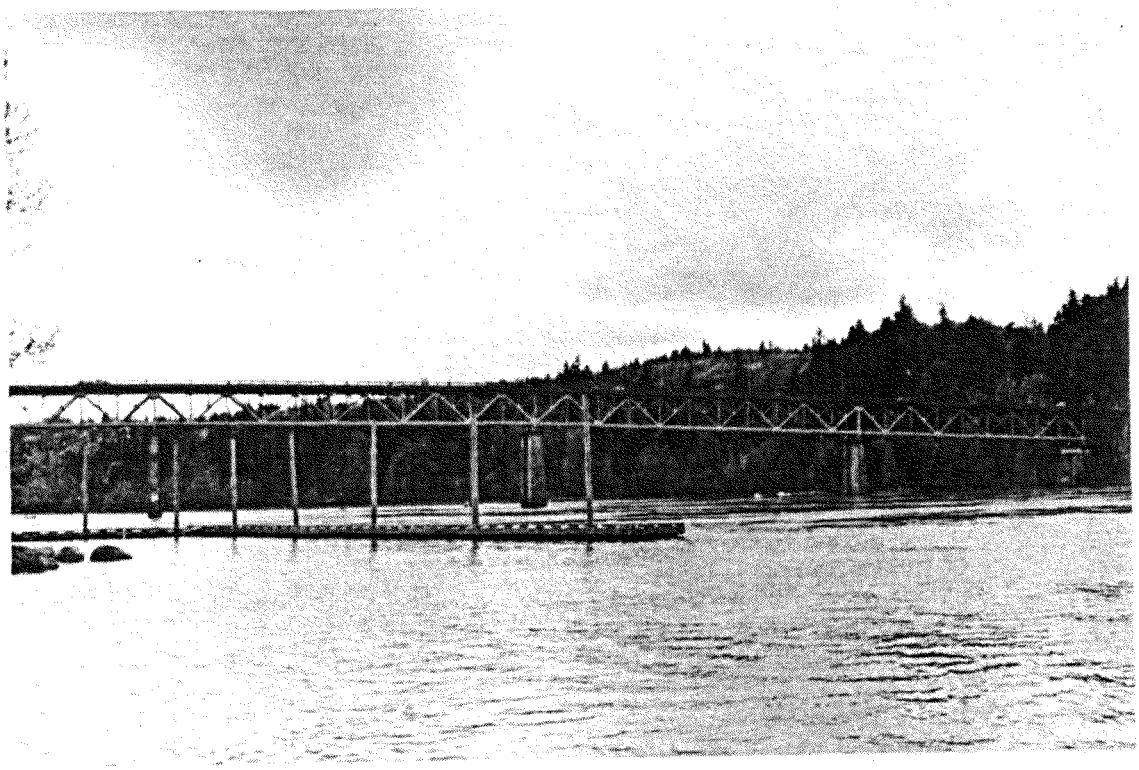
The structural, mechanical and electrical deficiencies and estimated costs for repairs and rehabilitation associated with these items can be found in the Sverdrup & Parcel and Associates Investigation Summary Report. Complete details of the inspection and structural rating are contained in the Burnside Bridge Investigation Engineering Report, dated June 1986, by Sverdrup.

A summary of the Contract Repair suggestions, estimated costs, and target years for construction were submitted for the Burnside Bridge east and west approaches by OBEC Consulting Engineers in 1988.

The paint investigation report and cost estimates from consultant W.L. Bangert for the Burnside Bridge and approaches were for cleaning and repair only. Based on risk factor, an additional construction cost was added to cover such items as traffic protection, mobilization, special insurance, and environmental control measures. These considerations are reflected in the CIP Plan, Painting Section.

The following projects were recommended in the aforementioned consultant's investigation report and have now been completed. They are not included in the current CIP:

1. Sidewalk and railing rehabilitation.
2. Electrical renovations.
3. Counterweight link modifications.
4. E/W approach rehabilitation and rocker bearing replacement on three piers.



SELLWOOD BRIDGE SUMMARY

Structure Number 6879
SW Macadam-SE Tacoma
Portland, Multnomah County

Constructed - 1925
Steel Deck Truss
Ownership - Multnomah County

WILLAMETTE RIVER BRIDGES: SELLWOOD

The Sellwood Bridge is a Warren steel truss structure. It has an overall length of 1,971 feet and provides a 24' roadway with one 4'-3" sidewalk on the downstream side. The main river spans consist of a 1,092' four span continuous steel Warren truss. The two interior spans of 300' in length, and the two end spans of 246' carry a 6-1/2" thick concrete deck. The truss is supported on five major concrete piers and footings, of which two are founded on piles, and three are founded on hard pan material. The Sellwood Bridge replaced the Sellwood Ferry and is the only major bridge crossing of the Willamette River in a 10-mile stretch.

Sellwood Bridge

Description

The Sellwood Bridge is the only major bridge crossing of the Willamette River in a 10-mile stretch of heavily populated area. The Sellwood Bridge is maintained by Multnomah County. Built in 1925, it has served as a major link for people traveling to west Portland from SE Portland and Milwaukie. It carries about 27,800 vehicles daily. The Sellwood Bridge is a non-movable bridge, i.e., vertical clearance is sufficient for river traffic.

Modifications

In 1960 the structural integrity of the bridge was greatly reduced when the west-side approach spans moved an estimated 18-inches toward the river. Repairs were immediately implemented. In 1961, a 25-foot prestressed concrete girder span was added, new columns and pile foundations were needed.

Analysis

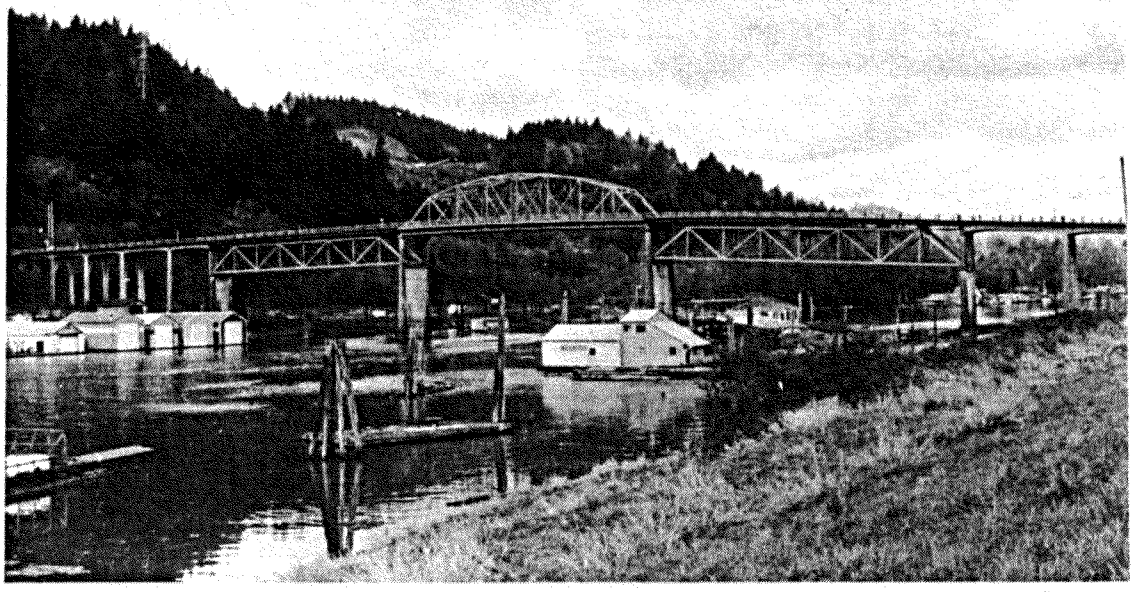
Bridge inspection, geo-technical investigation and structural analysis of the main river spans, and the east and west approaches were presented by Sverdrup & Parcel and Associates in 1986. The detailed engineering report used by the Sverdrup group of consultants was submitted to Multnomah County by OBEC Consulting Engineers in August 1985.

Within the framework of the CIP process, consultant's recommendations for the Sellwood Bridge were analyzed by the appropriate County Engineers and cost estimates were verified for two different scenarios, rehabilitation and replacement. Scenario 1 involves replacement of the existing bridge with a new bridge, having a minimum of four travel lanes. Scenario 2 envisions rehabilitation of the existing bridge (by placing a new superstructure on the existing foundation), plus building a new two-lane bridge. The recommended alternative is replacement and is included in the Willamette River Bridges 20-Year Capital Improvements Needs Report.

Significant structural deficiencies and estimated costs for repair and replacement were summarized in the Sverdrup Investigation Summary Report. Functionally, the Sellwood Bridge is considered "OBSOLETE" because of the substandard 24-foot roadway that carries 27,800 vehicles daily.

The paint investigation report and cost estimates from consultant W.L. Bangert for the Sellwood Bridge were for cleaning and painting only. Based on risk factor identified by consultant, an additional construction cost was added to cover such items as traffic protection, mobilization, special insurance, and environmental control measures. These considerations are reflected in the CIP Plan (see Report, Painting Section).

The project for an asphalt concrete overlay as recommended in the consultant's Investigation report has been completed and is not included in the current CIP.



SAUVIE ISLAND BRIDGE

Structure Number 2641
Oregon Highway 30-Sauvie Island
Portland, Multnomah County

Constructed - 1948
Steel Through Truss, Concrete Approach Spans
Ownership - Multnomah County

WILLAMETTE RIVER BRIDGES: SAUVIE ISLAND

The Sauvie Island Bridge is 1,198' long and consists of two separate types of construction. The first six spans (totaling 272') are reinforced concrete deck girders set on concrete piers. The following five spans (totaling 326') are also reinforced concrete deck girders designed as three span continuous followed by two span continuous. The roadway width is 26' with sidewalks on both sides. The bridge was designed by the state and is the only access for the largely agricultural community on the island.

Sauvie Island Bridge

Description

The Sauvie Island Bridge crosses the Multnomah Channel just before it enters the Willamette River. It is maintained by Multnomah County. Built in 1948, the bridge is the only access for the largely agricultural community on Sauvie Island. The Sauvie Island Bridge is a non-movable structure, i.e., river traffic is not restricted.

Modifications

Major structural modifications have not occurred.

Analysis

Structural inspections and load ratings of the bridge and approach spans were conducted by OBEC Consulting Engineers in September 1987. A summary of recommendations for repairs and estimated costs associated with repair projects were determined and presented by OBEC Consulting Engineers in January 1988.

Within the framework of the CIP process, the consultant's reports for the Sauvie Island Bridge were analyzed by appropriate County Engineers, projects were identified, and cost estimates were verified to produce the Willamette River Bridges 20-Year Capital Improvements Needs Report.

The paint investigation report and cost estimates from consultant W.L. Bangert for the Sauvie Island Bridge and approach spans were for cleaning and painting only. Based on risk factor identified by consultant, an additional construction cost was added to cover such items as traffic protection, mobilization, special insurance, and environmental control measures. These considerations are reflected in the CIP Plan (see Report, Painting Section).

WILLAMETTE RIVER BRIDGES ACCESSIBILITY PROJECT

Willamette River Bridges Accessibility Project

In 1994 Multnomah County completed the Willamette River Bridges Accessibility Project (WRBAP). Seven non-interstate bridges span the Willamette River in downtown Portland. Five of these bridges are the property of Multnomah County; the others are owned and operated by the Oregon Department of Transportation.

For several years the community has expressed concerns about poor access to the bridges for people using alternative modes of travel. In response to these concerns, Multnomah County developed WRBAP.

As part of the WRBAP study, alternative mode access to each bridge was carefully analyzed and possible improvements identified. The resulting project Accessibility Plans show 38 projects to improve access to and across the seven Willamette River bridges owned by Multnomah County and the State of Oregon.

Recommended projects include installation of more than 3 miles of bicycle lanes, 3,500 linear feet of sidewalks, more than 20 crosswalks, and almost 30 curb ramps. The total cost of the 38 projects is $7.63 million. When the projects are completed, four county bridges will be fully accessible to disabled persons, bicyclists, and pedestrians, and major multi-modal improvements will have been installed on the remaining three bridges.

Detailed project descriptions, evaluation analysis and cost estimates can be found in the Final Report: Willamette River Bridges Accessibility Project, August, 1994.

Project Goals

The Citizen Advisory Committee (CAC) and Technical Advisory Committee (TAC) established four primary objectives for the WRBAP study:

- Identify opportunities to improve access to and from the bridges and create ramps for bicycles, pedestrians, and disabled persons.

- Identify ways to improve safety for all bridge users.

- Integrate improvements for bridges and ramps with existing and planned surface street systems.

- Develop an action plan for capital improvements and maintenance, on the basis of project criteria and priorities for adoption by the responsible policy bodies (the city of Portland, Multnomah County and the Oregon Department of Transportation).

User Objectives and Criteria

The CAC worked closely with Multnomah County staff to develop objectives and criteria relating to bridge users. These objectives can serve as long-term goals for accessible facilities, particularly in the case of new bridge construction. The objectives and criteria for bicycles, pedestrians, and disabled persons follow:

Bicycles

Objective: To provide safe, direct and convenient bicycle access to and across the Willamette River with minimal conflicts with motor vehicles.

Criteria:

Separate rights-of-way for bicycles should be provided in the bridges' main spans and ramps, wherever practicable.

Planned bikeways should offer direct connection to bridge ramps. Bikeway facilities should be appropriate to the functional classification of the bikeway system.

Bikeways should have minimal uncontrolled conflicts with motor vehicles.

Direct and convenient routing is vital to bicyclists; access routes to the Willamette River Bridges should be planned so that they are as direct and convenient as practicable, with sufficient signage.

There will continue to be bikeways shared with pedestrians in the foreseeable future; on shared facilities, travelways and protocol among users should be indicated with clear signage.

Bikeway design should accommodate use by motorized wheelchairs.

Pedestrians

Objective: To provide safe, direct, and convenient pedestrian access to and across the Willamette River with minimal conflict with motor vehicles.

Criteria

Sidewalks should be of adequate width to accommodate anticipated pedestrian and wheelchair traffic.

Sidewalks should be a minimum of 72 inches wide, where practicable.

Pedestrian underpasses should be replaced with at-grade pedestrian crossings, where practicable.

To ensure pedestrian safety, at-grade crossings should provide measures to control traffic.

To ensure the continuity of the pedestrian system, pedestrian rights-of-way at bridgeheads should be delineated. (The bridgehead is the transition area between the bridge ramp and the surface streets.)

To reduce conflict between bicyclists and pedestrians, travelways should be separated, where practicable.

If separated travelways are not possible, shared bicycle and pedestrian two-way travelways should be a minimum of 12 feet wide, per AASHTO standards, where practicable.

Safe pedestrian routed to and across the river should be indicated by directional signage.

Safe pedestrian routes to popular destinations should be indicated by informational signs.

To increase personal safety, all pedestrian facilities should be well lighted.

Disabled Persons

Objective: To provide safe, direct, and convenient access for disabled persons to and across the Willamette River with minimal conflict with motor vehicles.

Criteria

New construction planned by the WRBAP must comply with the American with Disabilities Act.

To improve accessibility for the physically disabled, ramps with stairs should be included on pedestrian ways, wherever practicable.

To reduce obstacles to the physically disabled, curb ramps should be placed appropriately in the project area.

Signage should indicate safe and convenient routes for the physically disabled to cross the river.

To increase safety, visually impaired persons should be alerted to hazards by means of textured sidewalks.

To increase the safety of hearing impaired persons, there should be pedestrian-

activated signals and other appropriate traffic controls in the project area to provide visual cues.

Project Performance Criteria

A. Mode Benefit

The proposed project provides significant benefit to at least one project mode (i.e. bicycles, pedestrians and disabled persons. The alternative should not deteriorate conditions for other project modes. Projects that provide benefit to more than one mode will receive additional points.

- Provides significant* benefit to more than one mode. 4 Points
- Provides significant benefit to one mode and marginal* benefit to one or more other modes. 3 Points
- Provides marginal benefit to more than one mode, or significant benefit to one mode. 2 Points
- Provides marginal benefit to one mode. 1 Point
- Provides no benefit. 0 Points
- Limits accessibility for one or more modes. -3 Points

*Significant: Provides direct access from street system or recreational amenity, or provides increased accessibility across the main span. Provides increased safety and user comfort.

*Marginal: Provides improved access but does not eliminate all conflicts and problems. Does not necessarily increase user comfort but does increase safety.

B. Removes Barriers

The goal of the project should be to plan for increased access on Willamette River Bridges. The project should assure that access to the bridges does not represent a barrier to project modes travel.

- Project removes or circumvents a significant barrier to alternative modes travel across a particular bridge (i.e., a barrier which precludes or severely limits access on an otherwise accessible bridge). 4 Points
- Project removes or circumvents a significant barrier, however other minor barriers still exist. 3 Points

- Project removes or circumvents one of a number of barriers, however a significant barrier still exists. 2 Points

- Project removes or circumvents a barrier, however several significant barriers still exist. 1 Point

- Project does not remove or circumvent a barrier. 0 Points

C. Facilities Connections

The project should provide a necessary addition to existing bike and pedestrian systems. The project should not be isolated from other systems or other proposed projects.

- Provides critical system additions* for more than one mode. 4 Points

- Provides critical system additions for one mode. 3 Points

- Provides minor system additions* for more than one mode. 2 Points

- Provides minor system additions for one mode. 1 Point

- Does not provide a system addition. 0 Points

*Critical system additions: Addition to system that connects to a developed circulation system for the benefitted mode, project provides a vital connection.

*Minor system additions: Addition that does not necessarily connect with a well developed circulation system.

D. Traffic System Performance

Some decrease to traffic system performance may result from the project, however increases to traffic congestion that will negatively affect goods movement and transit service are not acceptable.

- Project will not degrade traffic system performance. 0 Points

- Project will cause minor degradation to traffic system performance. -1 Point

- Project will cause significant degradation to traffic system performance. -2 Points

- Project will cause capacity decrease which could lead to failure of traffic system links or intersections on streets important to goods movement. -3 Points

- Project will cause capacity decrease which could lead to failure of traffic system links or intersection on streets heavily used by transit. -4 Points

E. Potential Users

Relative number of users of a project

High Use: 5 Points
Moderate Use: 3 Points
Low Use: 1 Point

F. Cost benefit Analysis

Project score divided by project cost.

Lowest 20% cost per unit. 4 Points
Next lowest 20% cost per point. 3 Points
Middle 20% cost per point. 2 Points
High 20% cost per point. 1 Point
Highest 20% cost per point. 0 Points

Implementation Plan

After applying the evaluation criteria to the 80 preliminary projects, the CAC and TAC selected 38 multimodal projects for implementation. The total cost of the 38 projects is estimated at $7.63 million.

WRBAP will receive $1 million from the Congestion Management/Air Quality program in 1996. The $1 million grant plus additional local funding will be directed toward construction of 25 of the 38 projects. The Phase One projects consist of improvements costing $5,000 to $200,000.

Thirteen future phase projects are anticipated to be included in the regional transportation plan, transportation improvement plans, and local jurisdiction capital improvement plans. If Phase One project costs are lower than estimated, some Phase two projects may be shifted to Phase One.

Funding Sources

There are several possible sources of additional funding, both local and federal.

Local Funds:

> The Oregon Department of Transportation, city of Portland and Multnomah County all have funds set aside for constructing pedestrian, bicycle and disabled access projects. All three jurisdictions will consider construction projects before 1996. County funds used to maintain the Willamette River Bridges must go to continued maintenance of bridge facilities.

Federal Funds:

> Most grant funds from the 1991 Intermodal Surface Transportation Efficiency Act (ISTEA) Implementation Strategy have already been allocated; however, Congress is expected to begin consideration of a new ISTEA in the next year. The new legislation should include programs for alternative modes of transportation. Completion of WRBAP will position the involved jurisdictions to compete for available funds.

Multnomah County Phase I Project Implementation

Of the 25 projects identified for Phase I Implementation, 8 projects are Multnomah County's responsibility. The total cost of implementing Multnomah County's portion is $690,000, as follows:

WILLAMETTE RIVER BRIDGES ACCESSIBILITY PROJECT
PHASE I PROJECT IMPLEMENTATION

PROJECT NAME	COST	
Broadway Bridge		
Lift Span Sidewalks (3)*	$50,000	
Ped. Xing at Lovejoy/Broadway (4)	$100,000	
Ped. Xing at Lovejoy/10th Ave (8)	$40,000	
Subtotal		$190,000
Burnside Bridge		
Burnside/MLK Intersection (4)	$20,000	
Subtotal		$20,000
Morrison Bridge		
Front Ave Ramp Sidewalk (5B)	$200,000	
Subtotal		$200,000
Hawthorne Bridge		
Clay St Ramp Sidewalk (2)	$10,000	
Westside Improvements (7)	$70,000	
Madison St Viaduct Sidewalk (8)	$200,000	
Subtotal		$280,000
TOTAL		$690,000

*Project number as identified in WRBAP Study

APPENDICES

APPENDIX I
1994-1998 CAPITAL IMPROVEMENT PLAN
PROJECT EVALUATION FRAMEWORK

PROJECT PRIORITIZATION

Priority 1 Projects (Immediate Need)

1. The facility requires reconstruction within the first two years of the planning period; or,
2. The street or intersection operates at a level of service E or F; or,
3. A hazardous condition exists which results in a high accident rate; or,
4. Substantial increases of traffic are anticipated within the first two years of the planning period that would result in a substandard level of service of E or F; or,
5. Construction of a new arterial or collector street would logically develop the street system and is needed to serve an area that will develop within the first two years of the planning period; or,
6. Projects have outside funding committed.

Priority 2 Projects (Intermediate Need)

1. The facility requires reconstruction between the third and the fifth years of the planning period; or,
2. A hazardous condition currently exists; or,
3. Substantial increases in traffic are anticipated between the third and the fifth years of the planning period that would result in a substandard level of service of E or F; or,
4. Construction of a new arterial or collector street would logically develop the street system and is needed to serve an area that will develop between the third and the fifth years of the planning period.

Priority 3 Projects (No Immediate Need)

1. An acceptable level of service exists of A through D; and
2. No reconstruction is needed within the five year planning period; and
3. No hazardous condition currently exists; and
4. No traffic increases are anticipated within the five year planning period that would result in a level of service below D; or,
5. The facility currently meets County street standards.

APPENDIX II
1994-1998 CAPITAL IMPROVEMENT PLAN

PROJECT BACKGROUND DATA

Data Describing Proposed Projects

Reconstruction of the facility is required
Installation or upgrading of traffic signals
Sign upgrading
Stripe upgrading
Widen Pavement
Installation of turn lanes
Intersection improvements
Provide drainage facilities
Provide sidewalks
Provide bikeways
Provide lighting
Provide additional right-of-way width
Provide additional pavement width
Provide additional travel lanes
Project source (Who identified the project.)
Estimated project cost
Federal funding source
Federal share of funding
County share of funding
Jurisdiction
Map number

Data Describing Existing Conditions

Existing right-of-way width
Existing pavement width
Existing number of lanes
Existing sidewalks
Existing bikeways
Existing street lighting
Existing drainage facilities

Street Classifications

As designated on the County Functional Classification of Trafficways Map.

Current Peak Hour Daily Traffic Volume

Current traffic counts were provided by the Multnomah County Traffic Engineering Section.

Projected Two and Five Year Peak Hour Traffic Volumes

Metro forecasts and traffic studies were used to project traffic volumes over the program period.

Existing Peak Hour Road Capacity

Two sources were used to determine the design capacity for street segments and intersections: Gresham/East County Traffic Impact Fee Study, 1992 and County traffic studies. Where capacity information was not available, estimates were made by Transportation Division staff.

Levels of Service

Levels of service were calculated by Transportation Division staff or provided by the Gresham/East County Traffic Impact Fee Study.

Number of Accidents

The total number of accidents for the previous three year period (1991-93) were compiled from Oregon Dept. of Transportation reports.

Hazardous Locations

Project locations were investigated to determine if hazardous conditions exist.

Transit Relationship

Existing and future bus routes, light rail transit routes, and street access to Max park-and-ride lots were identified in conjunction with Tri-Met.

Land Use

Land use designations were gathered from local zoning maps and comprehensive plan maps.

Bicycle/Pedestrian Facilities

The Multnomah County Bicycle Master Plan and local comprehensive plans were used to

identify bikeways and pedestrian facilities.

Reconstruction Needs

The Multnomah County Pavement Management Program was used to identify road segments that will require reconstruction within the program period.

Traffic engineering staff identified traffic signal equipment needing to be replaced or upgraded.

Project Length

The length of each project (in feet) was derived from the Multnomah County Master Road List report.

Economic Development Relationship

Local jurisdictions and Multnomah County planning staff determined the scale of development anticipated for large vacant parcels within their jurisdiction. Parcels were classified using the following typology:

Regional Scale Industrial
Large Industrial Areas (100 acres and above)
Other Industrial
Regional Retail Centers (such as Portland CBD, Lloyd Center, Mall 205)
Major Retail Center (Dept. of Commerce definition)
Clustered Commercial (as noted by land use plans)
Regional Community Service & Office (Major hospitals, community colleges, large scale government facilities)
Major Community Service & Office (Hospitals, community college branches, medium scale government facilities)

Outside Funding Potential

Projects listed in the ODOT Six Year Program the Metro Transportation Improvement Plan were identified as having outside funding potential.

Environmental Impact

Projects which would require additional right-of-way, noise mitigation or building demolition were identified by Multnomah County Transportation Division staff.

Community Support

Projects listed in local comprehensive plans, the Regional Transportation Plan or community

plans were identified by Multnomah County and local jurisdiction planning staffs.

APPENDIX III
1994-1998 CAPITAL IMPROVEMENT PLAN

SCHEDULE OF POINT ASSIGNMENTS

BASE POINT ASSIGNMENT

Street Priority	Arterial/ Transit Corridor	Collector/ Scenic Route	Local
1	400	300	200
2	300	200	100
3	0	0	0

BONUS POINT ASSIGNMENT

Transit	
Bus Route	10
Future Bus Route	5
Park & Ride Access	10
Light Rail Transit	10
Future LRT	5
Designated Land Use	
Light Manufacturing	8
Heavy Manufacturing	8
Regional Commercial	10
Central Commercial	10

Other Commercial	5
Reg Community Service	10
Other Community Service	4
High Density Residential	5
Other Residential	2

Economic Development

Regional Scale Industrial	10
Large Ind. Area (100 Ac+)	7
Other Industrial	5
Regional Retail	10
Major Retail	7
Clustered Commercial	5
Reg. Com. Service & Office	10
Major Community Service	3

Outside Funding

Committed	10
Potential	5

Environmental Impact

Right-of-Way Acquisition

Building -15

Land Only -10

Noise Problem -10

Community Support

Local Plans 10

Written Support 5

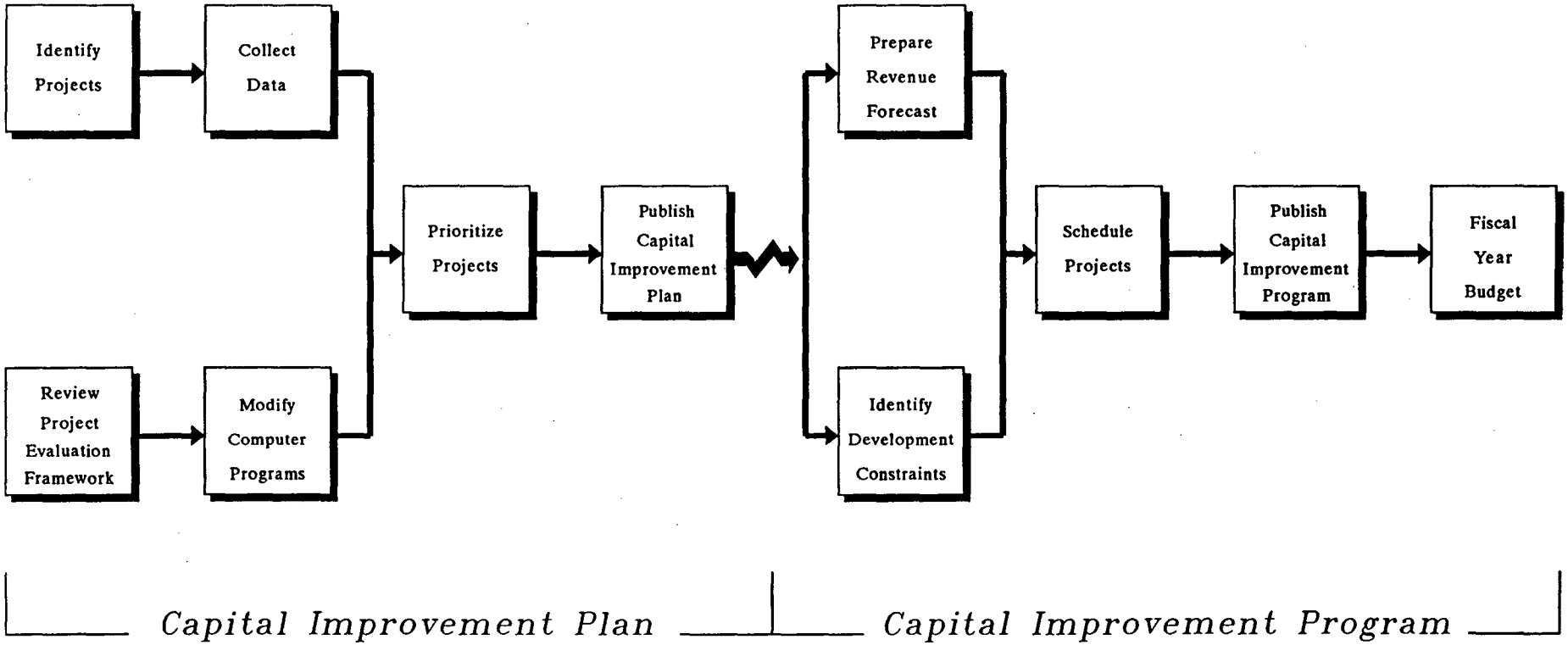
Bicycle Related 5

Street Importance (see below) 1-10

Land Use	Street Length (ft.)					
	500	1000	2000	3000	4000	4001+
Reg/Cent. Commercial	5	6	7	8	9	10
Community Service	4	5	6	7	8	9
Other Commercial	3	4	5	6	7	8
Residential	2	3	4	5	6	7
Manufacturing	1	2	3	4	5	6

CAPITAL IMPROVEMENT PLAN & PROGRAM

Flow Chart



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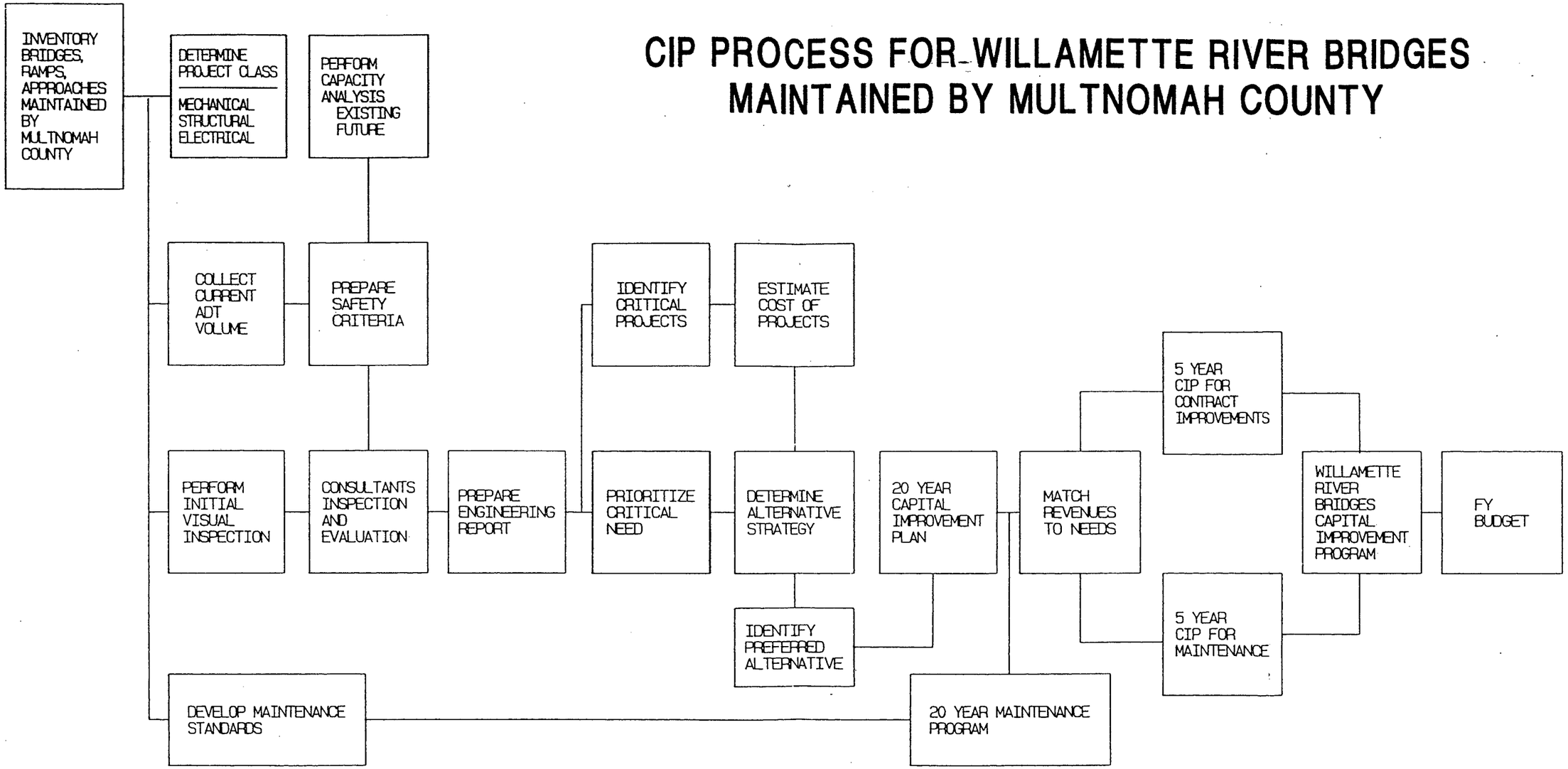
CIP 1994-1998 PROJECT CONSTRAINTS
MULTNOMAH COUNTY DES, TRANSPORTATION DIVISION

PRIORITY 1 PROJECTS CATEGORY:	CONSTRAINTS Sewer Projects	Water Projects	Storm Projects	Assoc Project	EIS,EA Corridor Study Req.
ARTERIAL STREETS					
NE Halsey St (207th Ave-223rd Ave)				R	
Stark St (257th Ave-Troutdale Rd)					
207th Connector (Halsey St-Glisan St/223rd Ave)		95/96 F		F, R	
NE Halsey St (190th Ave-207th Ave)					
257th Ave (Bull Run Rd-Division St)	95/96 G				EIS
223rd Ave (Glisan St-Halsey St)		95/96 F		F	
Powell Valley Road (Burnside Rd-Kane Rd/257th Ave)					EIS
242nd Ave (Powell Blvd-Burnside Rd)	95/96 G				EIS
Jenne Rd (2050' NE of Foster-800' S of Powell Blvd)					
Corbett Hill Rd (1200' S of I-84-2200' S of I-84)					
COLLECTOR STREETS					
201st Ave (Halsey St-Sandy Blvd)				R	Study
Gordon Creek Rd (Mile Post 0-Mile Post 6.8)					
Troutdale Rd (Strebin Rd-Stark St)					
190th Ave (Division St-2400' S of Yamhill)	95/96 G				
201st (Halsey St-Glisan St)	96/97 G			R	Study
Bull Run St (Burnside Rd-257th Ave)					
202nd Ave (Stark St-Glisan St)	95/96 G				Study
Hensley Rd (257th Ave-Troutdale Rd)					
223rd Ave (Sandy Blvd-Marine Dr)				F	
BRIDGES					
201st Ave (RR Bridge at I-84)					
SIGNALS/INTERSECTIONS					
Halsey St/223rd Ave		95/96 F		F	
Statk St/Troutdale Rd					
Halsey St/238th Ave					
Glisan St/172nd Ave	97/98 G				
Halsey St/201st Ave					
Powell Blvd/Walters Rd					
Orient Dr/257th Ave	96/97 G				
Burnside Rd/242nd Ave					EIS
Powell Valley Rd/257th					
172nd Ave/Foster Rd					

G=Gresham
F=Fairview
W=Woodvillage
T=Troutdale
R=Rockwood Water District

CIP PROCESS FOR WILLAMETTE RIVER BRIDGES MAINTAINED BY MULTNOMAH COUNTY



1994–98 CAPITAL IMPROVEMENT PLAN & PROGRAM
PROJECT LOCATION MAP

MULTNOMAH COUNTY
DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190th Ave. PORTLAND, ORE.

1/2 0 1/2 1 MILE

N

LEGEND

- (241) Capital Improvement Plan Project Number
- (440) Capital Improvement Program Project Number
- Road Project
- ○ Intersection Project
- □ Bridge Project

COLUMBIA RIVER
MARINE DR
SANDY BLVD
SANDY DR.
BANFIELD FREEWAY
N.E. 185TH AVE.
N.E. 238TH DR.
N.E. 223RD AVE.
N.E. 201ST AVE.
N.E. 192ND AVE.
N.E. 181ST AVE.
N.E. 172ND AVE.
N.E. 169TH AVE.
N.E. 145TH AVE.
HALSEY
GLISAN
BURNSIDE ST.
E. BURNSIDE ST.
STARK ST.
YAMHILL ST.
MAIN ST.
MARKET ST.
MILL ST.
DIVISION
POWELL
S.E. POWELL BLVD
HAIG DR.
HOLGATE
SPRINGWATER TRAIL
HEINEY RD
FOSTER
JENNE RD
BARBARA WELCH RD.
BUTLER RD
REGNER RD
WALLULA
MAX
ARATA RD.
CHERRY PARK
HENSLEY RD
TROUTDALE RD.
SWEETBRIAR
COCHRAN RD.
STREBIN
HALL RD (23RD)
BULLRUN ST.
WILLIAMS RD.
VALLEY
PALMQUIST
CHASE RD.
HILLYARD
WELCH RD.
BARNES RD.
ANDERSON DR.
SALQUIST RD.
LUSTED RD.
HURT RD.
MERSHON
WOODARD
KERSLAKE RD.
CROWN RD.
LAMPERT RD.
SEIDL RD.
COOPER RD.
NORTHWAY RD.
LUCAS RD.
ORIENT DR.
DODGE PARK BLVD.
ALTMAN RD.
HOGAN RD (242ND)
PALMBLAD
CROWN POINT HWY
JOHNSON CREEK
CROWN RIVER
I-205
MT. SCOTT BLVD
S.E. CLATSOP ST.
FLAVEL

MULTNOMAH COUNTY
CLACKAMAS COUNTY