

**ANNOTATED MINUTES**

Tuesday, August 4, 1992 - 8:30 AM  
Multnomah County Courthouse, Room 602

**EXECUTIVE SESSION**

- E-1 *The Multnomah County Board of Commissioners will Meet in Executive Session to Discuss Collective Bargaining Negotiations Pursuant to ORS 192.660(1)(d)*

**EXECUTIVE SESSION HELD.**

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Tuesday, August 4, 1992 - 9:30 AM  
Multnomah County Courthouse, Room 602

**BOARD BRIEFINGS**

- B-1 *Advise the Board of County Commissioners of the Preliminary Decisions that the Library Board has made on the Library's Capital Needs at the Central Library and Midland Branch Library. Presented by Ginnie Cooper, Jim Emerson and Terry McCall, Chair of the Library Board's Capital Needs Subcommittee.*

**GINNIE COOPER, TERRY McCALL AND MIKE HARRINGTON PRESENTATION, DISCUSSION AND RESPONSE TO BOARD QUESTIONS. BOARD INVITED TO ATTEND TWO PUBLIC HEARINGS REGARDING LIBRARY BOARD RECOMMENDATIONS FOR LIBRARY FUNDING ON MONDAY, AUGUST 10, 1992 AT CENTRAL LIBRARY AND TUESDAY, AUGUST 11, 1992 AT MIDLAND LIBRARY. COMMISSIONER HANSEN REQUESTED SPECIFIC CAPITAL IMPROVEMENTS INFORMATION.**

- B-2 *Review and Discuss Replacement for Serial Levies in Coming Fiscal Year and Other Revenue Issues. Presented by Dave Warren and Ben Buisman.*

**DAVE WARREN, BEN BUISMAN, FRED NEAL, GARY WALKER AND BOARD DISCUSSION OF REVENUE SHORTFALL AND BUDGET NEEDS DUE TO EXPIRATION OF LIBRARY AND SHERIFF LEVIES, LIBRARY CONSTRUCTION COSTS, REDUCTION OF FEDERAL MARSHAL BEDS, CERTIFICATES OF PARTICIPATION FOR JUVENILE DETENTION FACILITY CONSTRUCTION AND CUTS IN STATE PASS THROUGH REVENUES. CHAIR DIRECTED BUDGET STAFF TO COORDINATE ELECTION DEADLINES WITH LEVY AND/OR TAX PROPOSAL SUBMITTAL.**

- B-3 *Update on Three Pending Statutory Way of Necessity Cases and Discussion of the Procedures Outlined in Resolution 92-51 Concerning Rules for the Conduct of*

Hearings. Presented by County Counsel Jacqueline Weber.

**MS. WEBER EXPLAINED THAT IN ADDITION TO TODAY'S HEARING, A HEARING ON ANOTHER CASE IS SET FOR SEPTEMBER 1, 1992 AND THE THIRD CASE IS NOT YET SCHEDULED DUE TO INADEQUACIES IN SUBMITTED PETITION. MS. WEBER PROVIDED AND DISCUSSED A SUMMARY OF THE ISSUES IN CONNECTION WITH THE CRITERIA NECESSARY TO ESTABLISH A STATUTORY WAY OF NECESSITY AND EXPLAINED THAT FOLLOWING THE HEARING, COUNTY COUNSEL WILL PREPARE A FINAL ORDER FOR ADOPTION, WHICH SETS FORTH THE BOARD'S DECISION AND THE AMOUNT OF ATTORNEY FEES COMPENSATION.**

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*Tuesday, August 4, 1992 - 11:30 AM  
Multnomah County Courthouse, Room 602*

**AGENDA REVIEW**

- B-4      *Review of Agenda for Regular Meeting of August 6, 1992.*
- R-3      **CHAIR McCOY ADVISED HER STAFF IS WORKING ON A PROCESS TO EXPEDITE FUTURE NOTICE OF INTENT SUBMITTALS TO THE BOARD.**
- R-5      **CHAIR McCOY ADVISED SHE WILL REQUEST THAT THIS ITEM BE HELD OVER.**
- R-6      **STAFF EXPLAINED THAT BUDGET MODIFICATION DES #1 SHOULD BE CONSIDERED ALONG WITH THIS ITEM.**
- R-10     **VICE-CHAIR KELLEY REQUESTED THAT AN ANALYSIS BE DONE TO SEE IF THERE IS A BETTER WAY OF DOING BUSINESS, SUCH AS SELLING CONTRACTS TO A BANK.**
- R-14     **STAFF EXPLANATION AND DISCUSSION OF PROCESS AND APPLICATION SUBMITTALS.**
- R-17     **BOARD AND STAFF EXPLANATION AND DISCUSSION OF IMPLICATIONS OF REQUEST FOR DECLARATION OF DROUGHT EMERGENCY AND FINANCIAL ASSISTANCE AVAILABLE UNDER SAME.**
- R-18     **COMMISSIONER HANSEN EXPLAINED THIS ORDINANCE IS ADVISORY ONLY AND WILL ALLOW VOTERS IN UNINCORPORATED MULTNOMAH COUNTY AN OPPORTUNITY TO ADDRESS THE ISSUE. COUNTY COUNSEL ADVISED A CERTIFIED COPY OF THE**

**ORDINANCE NEEDS TO BE FILED WITH ELECTIONS BY  
SEPTEMBER 3, 1992.**

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*Tuesday, August 4, 1992 - 1:30 PM  
Multnomah County Courthouse, Room 602*

**WAY OF NECESSITY HEARING**

*Chair Gladys McCoy convened the hearing at 1:35 p.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson and Gary Hansen present, and Commissioner Rick Bauman excused.*

*PH-1 Quasi-Judicial Hearing Followed by Board Deliberations and Order in the Matter of a Petition to Establish a Way of Necessity for Property Located on Sauvie Island Known as Tax Lot 8, Section 9, 2N, 1W, Multnomah County, Oregon, Filed by Mr. and Mrs. Ronald Brown and Mr. and Mrs. David Smith; Case No. 92-51B*

**MS. WEBER REPORTED THAT PETITIONERS AND RESPONDENTS HAVE AGREED TO WITHDRAW THE PETITION IN ORDER TO PURSUE OTHER LEGAL MEANS FOR OBTAINING AN EASEMENT. MS. WEBER DISCUSSED THE \$334.79 SURVEYOR'S REPORT AND REQUESTED THAT THE PARTIES LEGAL COUNSEL HELP HER RESEARCH THE STATUTE TO SEE WHETHER ATTORNEY FEES NEED TO BE PAID IF A PETITION IS WITHDRAWN PRIOR TO THE ACTUAL HEARING. RESPONDENTS' ATTORNEY LES BUSH, AND PETITIONERS' ATTORNEY MR. MARTIN EXPLAINED THEY WILL ATTEMPT TO SETTLE THE AMOUNT AND PAYMENT OF ATTORNEY FEES AND COSTS BEFORE FORMAL WITHDRAWAL OF PETITION. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER ANDERSON, IT WAS UNANIMOUSLY APPROVED THAT THE HEARING BE POSTPONED INDEFINITELY. MS. WEBER TO SUBMIT DOCUMENTATION FOR FINAL BOARD ACTION FOLLOWING NOTIFICATION OF A SETTLEMENT AGREEMENT BETWEEN THE PARTIES.**

*There being no further business, the hearing was adjourned at 1:45 p.m.*

**OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON**



**Deborah L. Bogstad**

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*Thursday, August 6, 1992 - 9:30 AM  
Multnomah County Courthouse, Room 602*

## REGULAR MEETING

Chair Gladys McCoy convened the meeting at 9:30 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson and Gary Hansen present, and Commissioner Rick Bauman excused.

### CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-3) WAS UNANIMOUSLY APPROVED.**

### JUSTICE SERVICES

#### SHERIFF'S OFFICE

- C-1 *In the Matter of a Restaurant/New Outlet Liquor License Application Submitted by the Sheriff's Office with Recommendation for APPROVAL, for ROYAL CHINOOK INN, 2609 SE CORBETT HILL ROAD, CORBETT*
- C-2 *In the Matter of a Malt Beverage/Change of Ownership Liquor License Application Submitted by the Sheriff's Office with Recommendation for DENIAL, for the BOTTOMS UP, 16900 SW ST. HELENS HWY.*

### DEPARTMENT OF SOCIAL SERVICES

- C-3 *Ratification of an Intergovernmental Revenue Agreement, Contract #102853, Between Multnomah County, Social Services Division and the City of Portland, Bureau of Community Development, to Help Fund \$52,000 of the Homeless Shelter for Chronically Mentally Ill Clients, for the Period July 1, 1992 to June 30, 1993*

### REGULAR AGENDA

#### DEPARTMENT OF SOCIAL SERVICES

- R-1 *Ratification of an Intergovernmental Revenue Agreement, Contract #102873, Between Multnomah County, Housing & Community Services Division and the City of Portland, Bureau of Community Development, to Provide Contract Funds, \$96,765, for the City's Portion of Emergency Services Clearinghouse Operations and Client Assistance Vouchers for Homeless People through the American Red Cross, for the Period July 1, 1992 to June 30, 1993*

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, R-1 WAS UNANIMOUSLY APPROVED.**

- R-2 *Budget Modification DSS #2 Requesting Authorization to Add \$122,265 of City of Portland Revenues to the Housing and Community Services Division, Community Action Program Pass-Through Budget to Pay for Designated Emergency Assistance Clearinghouse and Relocation Services for Homeless and Low Income People through*

*County Administered Subcontracts*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, R-2 WAS UNANIMOUSLY APPROVED.**

- R-3 *NOTICE OF INTENT Requesting Approval for Multnomah County Housing & Community Services Division to Submit a Grant Application to the U.S. Department of Housing and Urban Development for \$1,222,055 Federal Funds Over Five Years to Pay for Operational and Supportive Services at the Turning Point Transitional Housing Project for Homeless Families with Children*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, R-3 WAS UNANIMOUSLY APPROVED.**

NON-DEPARTMENTAL  
MANAGEMENT SUPPORT

- R-4 *First Reading of an ORDINANCE Amending Ordinance No. 709, in Order to Revise, Add and Delete Exempt Salary Ranges*

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER ANDERSON MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF THE FIRST READING. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, AUGUST 13, 1992.**

- R-5 *Ratification of an Intergovernmental Agreement, Contract #500083, Between Multnomah County, Finance Division and the State of Oregon, Department of General Services to Provide Travel Management Services to the County through the State Department of General Services Contract*

**AT THE REQUEST OF CHAIR McCOY AND UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED THAT R-5 BE HELD OVER FOR ONE WEEK, TO THURSDAY, AUGUST 13, 1992.**

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-6 *Ratification of an Intergovernmental Agreement, Contract #300283, Between the City of Gresham and Multnomah County, Fleet & Electronic Services Division to Provide Electronic Equipment Maintenance to the City of Gresham*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, R-6 WAS UNANIMOUSLY APPROVED.**

**UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, CONSIDERATION OF THE FOLLOWING ITEM WAS UNANIMOUSLY APPROVED.**

UC-1 *Budget Modification DES #1 Requesting Authorization to Increase the General Fund by \$21,015 in Revenues to be Received in Connection with Intergovernmental Agreement Contract #300283 (R-6) Between Multnomah County and the City of Gresham for Electronics Equipment Maintenance for FY 92/93*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, BUDGET MODIFICATION DES #1 WAS UNANIMOUSLY APPROVED.**

R-7 *RESOLUTION in the Matter of the Improvement of S.E. Hogan Road, No. 4974*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, RESOLUTION 92-135 WAS UNANIMOUSLY APPROVED.**

R-8 *RESOLUTION in the Matter of the Improvement of S.E. 242nd Drive, No. 4997*

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, RESOLUTION 92-136 WAS UNANIMOUSLY APPROVED.**

R-9 *Ratification of an Intergovernmental Agreement, Contract #300733, Between Multnomah County Transportation Division and the Oregon Department of Transportation, Highway Division Regarding County and State Obligations on the S.E. Water Avenue Ramps for the Morrison Bridge*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-9 WAS UNANIMOUSLY APPROVED.**

R-10 *In the Matter of the Return of the Proceedings on the Sale of Tax Foreclosed Properties, June 29, 1992*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-10 WAS UNANIMOUSLY APPROVED.**

R-11 *ORDER in the Matter of Declaring Various Tax Foreclosed Properties Abandoned and Subject to Waste and Ordering the Tax Collector to Issue a Deed*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, ORDER 92-137 WAS UNANIMOUSLY APPROVED.**

R-12 *ORDER in the Matter of Vacation of Second Street in Section 20, T2N, R1W, W.M.,*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, ORDER 92-138 WAS UNANIMOUSLY APPROVED.**

- R-13 *ORDER in the Matter of Setting a Hearing Date to Consider Transfer of Tax Foreclosed Property to the City of Portland for a Continuing Public Use*

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER ANDERSON, ORDER 92-139 SETTING A HEARING DATE FOR THURSDAY, AUGUST 20, 1992, WAS UNANIMOUSLY APPROVED.**

- R-14 *ORDER Setting a Hearing Date in the Matter of Request for Transfer of Tax Foreclosed Property Under the County Housing Affordability Demonstration Program*

**UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, ORDER 92-140 SETTING A HEARING DATE FOR THURSDAY, AUGUST 27, 1992, WAS UNANIMOUSLY APPROVED.**

- R-15 *First Reading of an ORDINANCE Amending Multnomah County Code Chapter 9.10 [Uniform Mechanical Permit Fees]*

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. NO ONE WISHED TO TESTIFY. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER ANDERSON, THE FIRST READING WAS UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, AUGUST 13, 1992.**

- R-16 *First Reading of an ORDINANCE Amending Multnomah County Code Chapter 9.30 [Uniform Plumbing Permit Fees]*

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. NO ONE WISHED TO TESTIFY. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, THE FIRST READING WAS UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, AUGUST 13, 1992.**

**NON-DEPARTMENTAL**

- R-17 *RESOLUTION in the Matter of Requesting Governor Roberts to Declare Multnomah County a Drought Emergency Area*

**ROBERT TRACHTENBERG, BILL BACH, REBECCA BULLOCK, DENNIS HICKETHIER, JOHN KELLER, DAVID LEEN, AMY DANIELSON, PAUL DANIELSON, AMANDA**

**FERGUSON-CRADLER, ERICA DAGLE AND STEVE VARGA TESTIMONY IN SUPPORT. KAREN RUSSELL TESTIMONY IN OPPOSITION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, RESOLUTION 92-141 WAS UNANIMOUSLY APPROVED.**

R-18 *First Reading of an ORDINANCE Submitting to the Voters the Question of Whether Legislation Should Be Adopted to Authorize the Voters to Abolish Multnomah, Washington and Clackamas Counties, the Metropolitan Service District and Tri-Met, and Create a Single Consolidated Government*

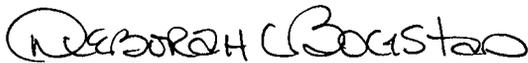
**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER HANSEN MOVED AND COMMISSIONER ANDERSON SECONDED, APPROVAL OF THE FIRST READING. TOM CROPPER TESTIMONY IN OPPOSITION AND RESPONSE TO BOARD QUESTIONS. FIRST READING UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, AUGUST 13, 1992.**

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**COMMISSIONER HANSEN REQUESTED THAT A LETTER OR RESOLUTION COMMENDING METRO CHARTER COMMITTEE MEMBER MATT HENNESSEE BE SENT ON BEHALF OF THE BOARD.**

*There being no further business, the meeting was adjourned at 10:35 a.m.*

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON



Deborah L. Bogstad



# MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK  
SUITE 1510, PORTLAND BUILDING  
1120 S.W. FIFTH AVENUE  
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308  
PAULINE ANDERSON • DISTRICT 1 • 248-5220  
GARY HANSEN • DISTRICT 2 • 248-5219  
RICK BAUMAN • 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

AUGUST 3 - 7, 1992

- Tuesday, August 4, 1992 - 9:30 AM - Board Briefings . . . . . Page 2*
- Tuesday, August 4, 1992 - 11:30 AM - Agenda Review . . . . . Page 2*
- Tuesday, August 4, 1992 - 1:30 PM - Public Hearing . . . . . Page 2*
- Thursday, August 6, 1992 - 9:30 AM - Regular Meeting . . . . . Page 2*

*Thursday Meetings of the Multnomah County Board of Commissioners are taped and can be seen at the following times:*

- Thursday, 10:00 PM, Channel 11 for East and West side subscribers*
- Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers*
- Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers*
- Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers*

**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.**

Tuesday, August 4, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-1 Advise the Board of County Commissioners of the Preliminary Decisions that the Library Board has made on the Library's Capital Needs at the Central Library and Midland Branch Library. Presented by Ginnie Cooper, Jim Emerson and Terry McCall, Chair of the Library Board's Capital Needs Subcommittee. 9:30 TIME CERTAIN, ONE HOUR REQUESTED.
- B-2 Review and Discuss Replacement for Serial Levies in Coming Fiscal Year and Other Revenue Issues. Presented by Dave Warren and Ben Buisman. 30 MINUTES REQUESTED.
- B-3 Update on Three Pending Statutory Way of Necessity Cases and Discussion of the Procedures Outlined in Resolution 92-51 Concerning Rules for the Conduct of Hearings. Presented by County Counsel Jacqueline Weber. 20 MINUTES REQUESTED.
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Tuesday, August 4, 1992 - 11:30 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-4 Review of Agenda for Regular Meeting of August 6, 1992
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Tuesday, August 4, 1992 - 1:30 PM

Multnomah County Courthouse, Room 602

WAY OF NECESSITY HEARING

- PH-1 Quasi-Judicial Hearing Followed by Board Deliberations and Order in the Matter of a Petition to Establish a Way of Necessity for Property Located on Sauvies Island Known as Tax Lot 8, Section 9, 2N, 1W, Multnomah County, Oregon, Filed by Mr. and Mrs. Ronald Brown and Mr. and Mrs. David Smith; Case No. 92-51B
- 

Thursday, August 6, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 In the Matter of a Restaurant/New Outlet Liquor License Application Submitted by the Sheriff's Office with Recommendation for APPROVAL, for ROYAL CHINOOK INN, 2609 S.E. CORBETT HILL ROAD, CORBETT

- C-2 In the Matter of a Malt Beverage/Change of Ownership Liquor License Application Submitted by the Sheriff's Office with Recommendation for DENIAL, for the BOTTOMS UP, 16900 S.W. ST. HELENS HWY.

DEPARTMENT OF SOCIAL SERVICES

- C-3 Ratification of an Intergovernmental Revenue Agreement, Contract #102853, between Multnomah County, Social Services Division and the City of Portland, Bureau of Community Development to Help Fund , \$52,000, the Homeless Shelter for Chronically Mentally Ill Clients, for the Period July 1, 1992 to June 30, 1993

REGULAR AGENDA

DEPARTMENT OF SOCIAL SERVICES

- R-1 Ratification of an Intergovernmental Revenue Agreement, Contract #102873, between Multnomah County, Housing & Community Services Division and the City of Portland, Bureau of Community Development to Provide Contract Funds, \$96,765, for the City's Portion of Emergency Services Clearinghouse Operations and Client Assistance Vouchers for Homeless People through the American Red Cross, for the Period July 1, 1992 to June 30, 1993
- R-2 Budget Modification DSS #2 Requesting Authorization to Add \$122,265 of City of Portland Revenues to the Housing and Community Services Division, Community Action Program Pass-Through Budget to Pay for Designated Emergency Assistance Clearinghouse and Relocation Services for Homeless and Low Income People through County Administered Subcontracts
- R-3 NOTICE OF INTENT Requesting Approval for Multnomah County Housing & Community Services Division to Submit a Grant Application to the U.S. Department of Housing and Urban Development for \$1,222,055 Federal Funds Over Five Years to Pay for Operational and Supportive Services at the Turning Point Transitional Housing Project for Homeless Families with Children

NON-DEPARTMENTAL

MANAGEMENT SUPPORT

- R-4 First Reading of an ORDINANCE Amending Ordinance No. 709, in Order to Revise, Add and Delete Exempt Salary Ranges
- R-5 Ratification of an Intergovernmental Agreement, Contract #500083, between Multnomah County, Finance Division and the State of Oregon, Department of General Services to Provide Travel Management Services to the County through the State Department of General Services Contract

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-6 Ratification of an Intergovernmental Agreement, Contract #300283, between the City of Gresham and Multnomah County, Fleet & Electronic Services Division to Provide Electronic Equipment Maintenance to the City of Gresham
- R-7 RESOLUTION in the Matter of the Improvement of S.E. Hogan Road, No. 4974
- R-8 RESOLUTION in the Matter of the Improvement of S.E. 242nd Drive, No. 4997
- R-9 Ratification of an Intergovernmental Agreement, Contract #300733, between Multnomah County Transportation Division and the Oregon Department of Transportation, Highway Division Regard County and State Obligations on the S.E. Water Avenue Ramps for the Morrison Bridge
- R-10 In the Matter of the Return of the Proceedings on the Sale of Tax Foreclosed Properties, June 29, 1992
- R-11 ORDER in the Matter of Declaring Various Tax Foreclosed Properties Abandoned and Subject to Waste and Ordering the Tax Collector to Issue a Deed
- R-12 ORDER in the Matter of Vacation of Second Street in Section 20, T2N, R1W, W.M., Multnomah County, Oregon/Vacation No. 5000
- R-13 ORDER in the Matter of Setting a Hearing Date to Consider Transfer of Tax Foreclosed Property to the City of Portland for a Continuing Public Use
- R-14 ORDER in the Matter of Requesting for Transfer of Tax Foreclosed Property Under the County Housing Affordability Demonstration Program, and Setting a Hearing Date
- R-15 First Reading of an ORDINANCE Amending Multnomah County Code Chapter 9.10 [Uniform Mechanical Permit Fees] (Continued from Thursday, July 30, 1992)
- R-16 First Reading of an ORDINANCE Amending Multnomah County Code Chapter 9.30 [Uniform Plumbing Permit Fees] (Continued from Thursday, July 30, 1992)

NON-DEPARTMENTAL

- R-17 RESOLUTION in the Matter of Requesting that the Governor Declare a Drought Emergency in Multnomah County
- R-18 First Reading of an ORDINANCE Submitting to the Voters the Question of Whether Legislation Should Be Adopted to Authorize the Voters to Abolish Multnomah, Washington and Clackamas Counties, the Metropolitan Service District and Tri-Met, and Create a Single Consolidated Government

0202C/20-23

cap



# MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK  
SUITE 1510, PORTLAND BUILDING  
1120 S.W. FIFTH AVENUE  
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308  
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SHARRON KELLEY • DISTRICT 4 • 248-5213  
CLERK'S OFFICE • 248-3277 • 248-5222

## **SUPPLEMENTAL AGENDA**

*Tuesday, August 4, 1992 - 8:30 AM*

*Multnomah County Courthouse, Room 602*

### **EXECUTIVE SESSION**

*E-1 The Multnomah County Board of Commissioners will Meet in Executive Session to Discuss Collective Bargaining Negotiations Pursuant to ORS 192.660(1)(d). 8:30 AM TIME CERTAIN, 1 HOUR REQUESTED.*

## **SUPPLEMENTAL AGENDA**

*Thursday, August 6, 1992 - 9:30 AM*

*Multnomah County Courthouse, Room 602*

### **UNANIMOUS CONSENT ITEM**

*UC-1 Budget Modification DES #1 Requesting Authorization to Increase the General Fund by \$21,015 in Revenues to be Received in Connection with Intergovernmental Agreement Contract #300283 (R-6) Between Multnomah County and the City of Gresham for Electronics Equipment Maintenance for FY 92/93*

0202C/24  
cap/db

RICK BAUMAN  
Multnomah County Commissioner  
District 3



606 County Courthouse  
Portland, Oregon 97204  
(503) 248-5217

June 17, 1992

TO: Clerk of the Board  
FR: Commissioner Rick Bauman  
RE: Scheduled Board Absences

I will be out of town on the following dates this summer:

July 27 through August 7, and  
August 24 through September 11

and will therefore miss board meetings on July 28 and 30, August 25  
and 27 and September 1, 3, 8 and 10.

BOARD OF  
COUNTY COMMISSIONERS  
1992 JUN 23 AM 11:58  
MULTNOMAH COUNTY  
OREGON

DATE SUBMITTED: July 20, 1992

(For Clerk's Use)  
Meeting Date AUG 06 1992  
Agenda No. C-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Sheriff's Office

DIVISION \_\_\_\_\_

CONTACT Sergeant Kathy Ferrell

TELEPHONE 251-2431

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the Restaurant/New Outlet liquor license application for the Royal Chinook Inn. The applicant, Judith E. Hoffman, has no criminal record and we recommend that the application be approved.

According to the Department of Assessment and Taxation, there are delinquent taxes here from the past owner, but this problem is being dealt with, and A & T has no objection to the approval of this application.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

*8/6/92 original to Sgt. Kathy Ferrell*

() FISCAL/BUDGETARY

() GENERAL FUND

Other \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1992 JUL 23 PM 3:22

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *Kathy Ferrell*

BUDGET / PERSONNEL \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, Etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.  
KF/slr/889-AINT

204 of

APPLICATION

STATE OF OREGON  
OREGON LIQUOR CONTROL COMMISSION

Return To:

GENERAL INFORMATION

A non-refundable processing fee is assessed when you submit this completed form to the Commission (except for Druggist and Health Care Facility Licenses). The filing of this application does not commit the Commission to the granting of the license for which you are applying nor does it permit you to operate the business named below.

(THIS SPACE IS FOR OLCC OFFICE USE)

Application is being made for:

- DISPENSER, CLASS A
- DISPENSER, CLASS B
- DISPENSER, CLASS C
- PACKAGE STORE
- RESTAURANT
- RETAIL MALT BEVERAGE
- SEASONAL DISPENSER
- WHOLESALE MALT BEVERAGE & WINE
- WINERY
- Add Partner
- Additional Privilege
- Change Location
- Change Ownership
- Change of Privilege
- Greater Privilege
- Lesser Privilege
- New Outlet
- Other

OTHER: #63060 5260 of James

APPLICATION RECEIVED  
JUL 06 1992  
OREGON LIQUOR CONTROL COMMISSION  
REGULATORY DIVISION

(THIS SPACE IS FOR CITY OR COUNTY USE)

NOTICE TO CITIES AND COUNTIES: Do not consider this application unless it has been stamped and signed at the left by an OLCC representative.

THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY

COURT OF Multnomah County  
(Name of City or County)

RECOMMENDS THAT THIS LICENSE BE: GRANTED X

DATE August 6, 1992 DENIED \_\_\_\_\_

BY Gladys McLaughlin  
(Signature)

TITLE Multnomah County Chair

CAUTION: If your operation of this business depends on your receiving a liquor license, OLCC cautions you not to purchase, remodel, or start construction until your license is granted.

1. Name of Corporation, Partnership, or Individual Applicants:

- 1) J & R Food Service INC
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_

(EACH PERSON LISTED ABOVE MUST FILE AN INDIVIDUAL HISTORY AND A FINANCIAL STATEMENT)

2. Present Trade Name Royal Chinook Inn

3. New Trade Name Royal Chi'wook INN Year filed 1992  
with Corporation Commissioner

4. Premises address 2609 NE Corbett Hill Road Corbett Multnomah Or 97019  
(Number, Street, Rural Route) (City) (County) (State) (Zip)

5. Business mailing address 42401 SE Gordon Cr. Rd. Corbett Or 97019  
(P.O. Box, Number, Street, Rural Route) (City) (State) (Zip)

6. Was premises previously licensed by OLCC? Yes X No \_\_\_\_\_ Year 1991

7. If yes, to whom: Mickalene Stitch Type of license: Dispenser

8. Will you have a manager: Yes X No \_\_\_\_\_ Name Jud. E. Hoffman  
(Manager must fill out Individual History)

9. Will anyone else not signing this application share in the ownership or receive a percentage of profits or bonus from the business? Yes \_\_\_\_\_ No X

10. What is the local governing body where your premises is located? Multnomah County  
(Name of City or County)

11. OLCC representative making investigation may contact: Jud. E. Hoffman  
(Name)  
42401 SE Gordon Creek Road Corbett Or 97019 (503) 695-2916 (home)  
(Address) (Tel. No. - home, business, message)  
(503) 695-7237 (business)

CAUTION: The Administrator of the Oregon Liquor Control Commission must be notified if you are contacted by anybody offering to influence the Commission on your behalf.

DATE 6-29-92

Applicant(s) Signature  
(In case of corporation, duly authorized officer thereof)

- 1) Judith E. Hoffman
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_

DATE SUBMITTED: July 29, 1992

(For Clerk's Use)  
Meeting Date AUG 06 1992  
Agenda No. C-2

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Sheriff's Office DIVISION \_\_\_\_\_

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the retail malt beverage/change of ownership liquor license application for the Bottoms Up, formerly known as Maxine's Tavern. The applicant, Chong Cha Anderson, has no criminal record.

A check with the Department of Assessment and Taxation shows that Maxine's Tavern is one year delinquent on the tax rolls. A & T has had no contact from a new owner. We recommend that this application be denied.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT: 8/6/92 original to Sgt. Kathy Ferrell

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
1992 JUL 30 PM 12:28  
MULTNOMAH COUNTY  
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: K. Ferrell

BUDGET / PERSONNEL \_\_\_\_\_ / \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, Etc.)

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

APPLICATION

STATE OF OREGON
OREGON LIQUOR CONTROL COMMISSION

Return To:

GENERAL INFORMATION

A non-refundable processing fee is assessed when you submit this completed form to the Commission (except for Druggist and Health Care Facility Licenses). The filing of this application does not commit the Commission to the granting of the license for which you are applying nor does it permit you to operate the business named below.

(THIS SPACE IS FOR OLCC OFFICE USE)

Application is being made for:

- DISPENSER, CLASS A
DISPENSER, CLASS B
DISPENSER, CLASS C
PACKAGE STORE
RESTAURANT
RETAIL MALT BEVERAGE
SEASONAL DISPENSER
WHOLESALE MALT BEVERAGE & WINE
WINERY
Add Partner
Additional Privilege
Change Location
Change Ownership
Change of Privilege
Greater Privilege
Lesser Privilege
New Outlet
Other

JUL 07 1992

OREGON LIQUOR CONTROL COMMISSION
REGULATORY DIVISION

Process 1526 Lic. 15000

(THIS SPACE IS FOR CITY OR COUNTY USE)

NOTICE TO CITIES AND COUNTIES: Do not consider this application unless it has been stamped and signed at the left by an OLCC representative.

THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY

COURT OF Multnomah County
(Name of City or County)

RECOMMENDS THAT THIS LICENSE BE: GRANTED

DENIED X

DATE August 6, 1992

BY Gladys McCoy
(Signature)

TITLE Multnomah County Chair

CAUTION: If your operation of this business depends on your receiving a liquor license, OLCC cautions you not to purchase, remodel, or start construction until your license is granted.

1. Name of Corporation, Partnership, or Individual Applicants:

- 1) CCR INC.
2)
3)
4)
5)
6)

(EACH PERSON LISTED ABOVE MUST FILE AN INDIVIDUAL HISTORY AND A FINANCIAL STATEMENT)

2. Present Trade Name MAXINES Tavern

3. New Trade Name Follows Op Year filed 72 with Corporation Commissioner

4. Premises address 16700 NE St. Helens Hwy Mult OR 97132
(Number, Street, Rural Route) (City) (County) (State) (Zip)

5. Business mailing address
(P.O. Box, Number, Street, Rural Route) (City) (State) (Zip)

6. Was premises previously licensed by OLCC? Yes No Year

7. If yes, to whom: Vincent Paul (Partnership - Pat Pearson) Type of license: Rm E

8. Will you have a manager: Yes No Name Ray Kile
(Manager must fill out Individual History)

9. Will anyone else not signing this application share in the ownership or receive a percentage of profits or bonus from the business? Yes No

10. What is the local governing body where your premises is located? Mult
(Name of City or County)

11. OLCC representative making investigation may contact: Ray Kile
167 NE St Helens Hwy 11.15 503-9956-6525
(Address) (Tel. No. - home, business, message)

CAUTION: The Administrator of the Oregon Liquor Control Commission must be notified if you are contacted by anybody offering to influence the Commission on your behalf.

DATE 11-1-92

Applicant(s) Signature
(In case of corporation, duly authorized officer thereof)

- 1)
2)
3)
4)
5)
6)

**INDIVIDUAL HISTORY & TIED HOUSE DISCLOSURE**

**STATE OF OREGON  
OREGON LIQUOR CONTROL COMMISSION**

*cancel*

TRADE NAME Bottoms Up 6  
CITY/COUNTY Mult.

You must fill in all the blanks. If the question does not apply write N/A in the space.

1. Name Kile (Last) Raymond (First) Lee (Middle)  
 2. Other names used \_\_\_\_\_ (Maiden) \_\_\_\_\_ (Other)  
 3. Home Address P.O. Box 919 (Number and Street) Scappoose (City) OR (State) 97056 (Zip)  
 4. SSN 510 - 90 - 1909 Place of Birth Portland Date of Birth 12/14/64  
 5. Sex M Height 5'3" Weight 135 Hair Color DK BR Eye Color Green Age 27  
 6. US Citizen: Yes X No \_\_\_\_\_ Alien Reg. # \_\_\_\_\_ Spouse Name \_\_\_\_\_  
 7. Home phone 243-9956 Business phone 621-9115

**CRIMINAL RECORD**

OLCC makes a criminal offender records check through the Oregon State Police on all liquor license applicants. ORS 181.555(3) provides that you can contact the Oregon State Police or challenge inaccurate criminal offender information. OLCC may require fingerprints.

8. Have you ever been convicted of any crime, violation, or infraction of any law? Include probation or bail forfeiture. (Include traffic violations for which a fine or bail forfeiture of more than \$50.00 was imposed.)  
 Yes X No \_\_\_\_\_

9. Do you have arrests or citations pending? Yes X No \_\_\_\_\_

10. If you have answered "Yes" to 8 or 9 list below:

OFFENSE	DATE	CITY & STATE	RESULT
<del>Serial Traffic Violations</del> Alcohol or drugs		NONE	concerning

(ATTACH ADDITIONAL SHEET IF NECESSARY)

**DIVERSION/TREATMENT**

11. Have you ever entered into a Diversion Agreement? Yes \_\_\_\_\_ No X  
 Where and When? \_\_\_\_\_

12. Have you ever been treated or in a treatment program for alcohol or other drug use/abuse? Yes \_\_\_\_\_ No X  
 Where and When? \_\_\_\_\_

**EMPLOYMENT & RESIDENCE HISTORY**

13. List current and former employers or occupations during the past ten years:

Dates by Month/Year	Employer or Business	Occupation	City & State
From <u>85</u> To <u>86</u>	<u>European Mfg.</u>	<u>Machinist</u>	<u>Wash OR</u>
From <u>88</u> To <u>89</u>	<u>Stanley Hydraulic</u>	<u>"</u>	<u>Milwauke OR</u>
From <u>87</u> To <u>90</u>	<u>Cable Media</u>	<u>Sales</u>	<u>Clack OR</u>

14. List other cities and states where you have lived in the past ten years other than those noted in Question 13 above.

From	To	City	State
<u>90</u>	<u>Present</u>	<u>CONFIDENTIAL</u>	<u>CONSULTANTS COMP. CONST</u>
<u>90</u>	<u>Present</u>	<u>MARIPOSA / CALIFORNIA</u>	<u>CONSULTANTS</u>

(ATTACH ADDITIONAL SHEET IF NECESSARY)

**ACTIVITY IN LIQUOR INDUSTRY (INSIDE OR OUTSIDE OREGON)**

15. Are you presently or have you been licensed or employed in the liquor business?  
 Yes Y No \_\_\_\_\_ Where & When? OR / Present

16. Is your spouse or any family member(s) working in any area of the liquor industry?  
 Yes \_\_\_\_\_ No Y If Yes, give: \_\_\_\_\_ (Name) \_\_\_\_\_ (Name of Business) \_\_\_\_\_ (City & State)

17. Have you ever received a warning, a notice of violation, suspension, fine, or revocation as a licensee or permittee? Yes \_\_\_\_\_ No X Where & When? \_\_\_\_\_

18. Have you ever been refused a permit or license to sell, serve, or dispense beer, wine, or distilled spirits?  
 Yes \_\_\_\_\_ No X Where & When? \_\_\_\_\_

19. Is a manufacturer or wholesaler of alcoholic liquor financing or furnishing your business with money or property? Yes \_\_\_\_\_ No X Where & When? \_\_\_\_\_

20. Do you have any right, title, lien, claim, or other interest, financial or otherwise in, upon or to the premises, equipment, business or merchandise of any retailer, wholesaler, or manufacturer of alcoholic liquor?  
 (Do not include this business) Yes \_\_\_\_\_ No X Where & When? \_\_\_\_\_

CAUTION: OLCC MAY DENY YOUR APPLICATION IF YOU LEAVE OUT INFORMATION OR GIVE FALSE ANSWERS ON THIS FORM.

SIGNATURE: [Signature] TITLE (Manager, Owner, Corp. Officer) \_\_\_\_\_ DATE 7/1/92

INDIVIDUAL HISTORY & TIED HOUSE DISCLOSURE

STATE OF OREGON OREGON LIQUOR CONTROL COMMISSION

TRADE NAME BOTTLES UP  
CITY/COUNTY EUREKA

You must fill in all the blanks. If the question does not apply write N/A in the space.

1. Name ANDERSON CHUCK CH  
(Last) (First) (Middle)  
2. Other names used \_\_\_\_\_  
(Maiden) (Other)  
3. Home Address 2142 N. HICKMAN RENO NEVADA 97824  
(Number and Street) (City) (State) (Zip)  
4. SSN 541-64-1123 Place of Birth KANSAS Date of Birth 2/23/41  
5. Sex F Height 5 Weight 103 Hair Color BLACK Eye Color BROWN Age 49  
6. US Citizen: Yes  No \_\_\_\_\_ Alien Reg. # \_\_\_\_\_ Spouse Name \_\_\_\_\_  
7. Home phone (202) 423-8940 Business phone \_\_\_\_\_

CRIMINAL RECORD

OLCC makes a criminal offender records check through the Oregon State Police on all liquor license applicants. ORS 181.555(3) provides that you can contact the Oregon State Police or challenge inaccurate criminal offender information. OLCC may require fingerprints.

8. Have you ever been convicted of any crime, violation, or infraction of any law? Include probation or bail forfeiture. (Include traffic violations for which a fine or bail forfeiture of more than \$50.00 was imposed.)  
Yes  No   
9. Do you have arrests or citations pending? Yes \_\_\_\_\_ No   
10. If you have answered "Yes" to 8 or 9 list below:  
OFFENSE DATE CITY & STATE RESULT  
TRAFFIC TICKET MAY 91 RENO, NV. PAID  
TRAFFIC TICKET FEB 92 CALIFORNIA PAID

(ATTACH ADDITIONAL SHEET IF NECESSARY)

DIVERSION/TREATMENT

11. Have you ever entered into a Diversion Agreement? Yes \_\_\_\_\_ No   
Where and When? \_\_\_\_\_  
12. Have you ever been treated or in a treatment program for alcohol or other drug use/abuse? Yes \_\_\_\_\_ No   
Where and When? \_\_\_\_\_

EMPLOYMENT & RESIDENCE HISTORY

13. List current and former employers or occupations during the past ten years:  
Dates by Month/Year Employer or Business Occupation City & State  
From 5/11/87 To 8/91 HARRAN'S LAKE TRAPE BUCKWHEAT SEV. S LAKE TRAPE CA  
From 7/80 To 2/87 RED LION INN. FOOD WORKERS RENO, NV.  
From \_\_\_\_\_ To \_\_\_\_\_  
14. List other cities and states where you have lived in the past ten years other than those noted in Question 13 above.  
From 5/87 To 9/91 City RENO State NEVADA  
From \_\_\_\_\_ To \_\_\_\_\_

(ATTACH ADDITIONAL SHEET IF NECESSARY)

ACTIVITY IN LIQUOR INDUSTRY (INSIDE OR OUTSIDE OREGON)

15. Are you presently or have you been licensed or employed in the liquor business?  
Yes \_\_\_\_\_ No  Where & When? \_\_\_\_\_  
16. Is your spouse or any family member(s) working in any area of the liquor industry? MAXINE'S  
Yes  No \_\_\_\_\_ If Yes, give: GLEN ANDERSON CANCEL CARE SCOTLAND OR  
(Name) (Name of Business) (City & State)  
17. Have you ever received a warning, a notice of violation, suspension, fine, or revocation as a licensee or permittee? Yes \_\_\_\_\_ No  Where & When? \_\_\_\_\_  
18. Have you ever been refused a permit or license to sell, serve, or dispense beer, wine, or distilled spirits?  
Yes \_\_\_\_\_ No  Where & When? \_\_\_\_\_  
19. Is a manufacturer or wholesaler of alcoholic liquor financing or furnishing your business with money or property? Yes \_\_\_\_\_ No  Where & When? \_\_\_\_\_  
20. Do you have any right, title, lien, claim, or other interest, financial or otherwise in, upon or to the premises, equipment, business or merchandise of any retailer, wholesaler, or manufacturer of alcoholic liquor?  
(Do not include this business) Yes \_\_\_\_\_ No  Where & When? \_\_\_\_\_

CAUTION: OLCC MAY DENY YOUR APPLICATION IF YOU LEAVE OUT INFORMATION OR GIVE FALSE ANSWERS ON THIS FORM.

SIGNATURE: Cheryl Anderson DATE 6/19/92  
TITLE (Manager, Owner, Corp. Officer)

INDIVIDUAL HISTORY & TIED HOUSE DISCLOSURE

STATE OF OREGON OREGON LIQUOR CONTROL COMMISSION

TRADE NAME BOTTOMS UP

CITY/COUNTY BURLINGTON

You must fill in all the blanks. If the question does not apply write N/A in the space.

1. Name ANDERSON GLEN LEE  
(Last) (First) (Middle)

2. Other names used \_\_\_\_\_  
(Maiden) (Other)

3. Home Address 2140 HOLCOMB LOOP RD. KELSO WA. 98626  
(Number and Street) (City) (State) (Zip)

4. SSN 538-64-3190 Place of Birth PHILLIPINES Date of Birth 3/23/67

5. Sex M Height 6'0" Weight 228 Hair Color BLACK Eye Color BROWN Age 25

6. US Citizen: Yes  No \_\_\_\_\_ Alien Reg. # \_\_\_\_\_ Spouse Name \_\_\_\_\_

7. Home phone (206) 423-8940 Business phone (503) 621-9732

CRIMINAL RECORD

OLCC makes a criminal offender records check through the Oregon State Police on all liquor license applicants. ORS 181.555(3) provides that you can contact the Oregon State Police or challenge inaccurate criminal offender information. OLCC may require fingerprints.

8. Have you ever been convicted of any crime, violation, or infraction of any law? Include probation or bail forfeiture. (Include traffic violations for which a fine or bail forfeiture of more than \$50.00 was imposed.)

Yes  No

9. Do you have arrests or citations pending? Yes \_\_\_\_\_ No

10. If you have answered "Yes" to 8 or 9 list below:

OFFENSE	DATE	CITY & STATE	RESULT
SPEEDING	1985	LV, WA.	<del>PAID</del> PAID
SPEEDING	1986	LV, WA.	PAID

(ATTACH ADDITIONAL SHEET IF NECESSARY)

DIVERSION/TREATMENT

11. Have you ever entered into a Diversion Agreement? Yes \_\_\_\_\_ No   
Where and When? \_\_\_\_\_

12. Have you ever been treated or in a treatment program for alcohol or other drug use/abuse? Yes \_\_\_\_\_ No   
Where and When? \_\_\_\_\_

EMPLOYMENT & RESIDENCE HISTORY

13. List current and former employers or occupations during the past ten years:

Dates by Month/Year	Employer or Business	Occupation	City & State
From <u>4/92</u> To <u>6/92</u>	<u>VIEWPOINT</u>	<u>BOUNCER</u>	<u>PORTLAND, OR.</u>
From <u>9/91</u> To <u>11/91</u>	<u>W.D. FLOORING</u>	<u>WAREHOUSE MGR.</u>	<u>RENO, NV.</u>
From <u>10/88</u> To <u>9/91</u>	<u>NELSON/BALL PAPER CO.</u>	<u>ROLLSPINNER</u>	<u>LANGUE, WA.</u>

14. List other cities and states where you have lived in the past ten years other than those noted in Question 13 above.

From	To	City	State
<u>9/91</u>	<u>11/91</u>	<u>RENO</u>	<u>NEVADA</u>

(ATTACH ADDITIONAL SHEET IF NECESSARY)

ACTIVITY IN LIQUOR INDUSTRY (INSIDE OR OUTSIDE OREGON)

15. Are you presently or have you been licensed or employed in the liquor business?  
Yes  No \_\_\_\_\_ Where & When? THE VIEW POINT 4/92-6/92

16. Is your spouse or any family member(s) working in any area of the liquor industry?  
Yes \_\_\_\_\_ No  If Yes, give: \_\_\_\_\_  
(Name) (Name of Business) (City & State)

17. Have you ever received a warning, a notice of violation, suspension, fine, or revocation as a licensee or permittee? Yes \_\_\_\_\_ No  Where & When? \_\_\_\_\_

18. Have you ever been refused a permit or license to sell, serve, or dispense beer, wine, or distilled spirits?  
Yes \_\_\_\_\_ No  Where & When? \_\_\_\_\_

19. Is a manufacturer or wholesaler of alcoholic liquor financing or furnishing your business with money or property? Yes \_\_\_\_\_ No  Where & When? \_\_\_\_\_

20. Do you have any right, title, lien, claim, or other interest, financial or otherwise in, upon or to the premises, equipment, business or merchandise of any retailer, wholesaler, or manufacturer of alcoholic liquor?  
(Do not include this business) Yes \_\_\_\_\_ No  Where & When? \_\_\_\_\_

CAUTION: OLCC MAY DENY YOUR APPLICATION IF YOU LEAVE OUT INFORMATION OR GIVE FALSE ANSWERS ON THIS FORM.

SIGNATURE: Glen Anderson DATE: 6/9/92  
TITLE (Manager, Owner, Corp. Officer)

Meeting Date: AUG 06 1992

Agenda Number: C-3

(Above for Clerk's Office Use Only)

**AGENDA PLACEMENT FORM**  
(For Non-Budgetary Items)

Subject: Approval of an Intergovernmental Agreement with the City of Portland - Bureau of Community Development

Board Briefing: \_\_\_\_\_ Regular Meeting: \_\_\_\_\_  
(date) (date)

Department: Social Services Division: Social Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Gary Nakao/Gary Smith

**Action Requested**

Information Only  Policy Direction  Approval

Estimated Time Needed on Board Agenda: 5 minutes

Check if you require official written notice of action taken: \_\_\_\_\_

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

Renewal of a revenue agreement with the City to help fund homeless shelters for chronically mentally ill MED Program clients for the fiscal year 1992-93. The County will receive \$52,000 from the City of Portland.

8/6/92 ORIGINALS TO KATHY TINKLE

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1992 JUL 24 AM 11:54

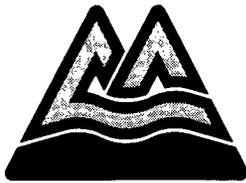
**Signatures**

Elected Official \_\_\_\_\_

OR

Department Director Gary Nakao (cc)

(All accompanying documents must have required signatures!)



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691  
FAX (503) 248-3379

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## M E M O R A N D U M

TO: Gladys McCoy,  
Multnomah County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*  
Department of Social Services

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

DATE: July 15, 1992

SUBJECT: Approval of a Revenue Agreement with the City of Portland

RETROACTIVE STATUS: The agreement attached is retroactive to July 1, 1992. The agreement was not received by the County until mid June.

RECOMMENDATION: Social Services Division recommends Chair and Board approval of an Intergovernmental Agreement between the MED Program Office and the City of Portland-Bureau of Community Development effective July 1, 1992 through June 30, 1993.

ANALYSIS/BACKGROUND: The revenue agreement attached renews the City's obligation to the MED Homeless Shelter. The City of Portland Housing and Community Development program has designated \$52,000 to help fund the Bridgeview Community Program for homeless chronically mentally ill persons. Funding for this agreement is made possible through the Community Development Block Grant and the Stewart B. McKinney Grant.

Revenue from this agreement was anticipated and is included in the program budget.

(MEDGGR.DOC.50)



**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102853

Amendment #     

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>8/6/92</u>  <u>DEB BOGSTAD</u>          BOARD CLERK</p>
---	---	--

Contact Person Kathy Tinkle Phone 248-3691 Date May 12, 1992

Department Social Services Division Social Services Bldg/Room 160/6

Description of Contract Renewal of the City agreement to help fund homeless shelter for chronically mentally ill clients for FY 92-93. Revenue is in MED budget.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name City of Portland-Bureau of Community Development

Mailing Address 803 S.W. 3rd, Room 600  
Portland, OR 97204

Phone 823-2384

Employer ID # or SS # N/A Revenue

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 52,000

Payment Term

 Lump Sum \$ \_\_\_\_\_  
 Monthly \$ \_\_\_\_\_  
 Other \$ \_\_\_\_\_  
 Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager Dary Nakao (cc)

Purchasing Director (Class II Contracts Only) \_\_\_\_\_

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 7-17-92

Date \_\_\_\_\_

Date 7-22-92

Date 8/6/92

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1305						Revenue 2101	52,000		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING    CANARY - INITIATOR    PINK - CLERK OF THE BOARD    GREEN - FINANCE

AGREEMENT NO.

This agreement for services (Agreement) is between the City of Portland, Oregon (City) and Multnomah County, Social Services Division (Contractor) to provide funding for the Homeless Chronically Mentally Ill Program.

RECITALS:

- 1. Multnomah County, Social Services Division is coordinating a program to provide shelter for the chronically mentally ill, including board, outreach, treatment and case management.
- 2. The provision of services to homeless chronically mentally ill persons is a major goal of the City.
- 3. The City has available to it Community Development Block Grant funds which can be used to provide support for the administration of programs which assist the needy.
- 4. Funding for this type of activity furthers the goals of the Mayor's 12-Point Plan for the Homeless.
- 5. The City Council has authorized \$52,000 through the HCD program FY 1992-93 approved city budget to provide financial assistance for Multnomah County to operate the chronically mentally ill shelter.
- 6. The City and Multnomah County now desire to enter into a formal agreement so that these services can be provided without interruption.

AGREED:

I. Scope of Contractor's Services

The Multnomah County, Social Services Division shall provide the services described below relative to the chronically mentally ill program.

- A. Maintain 30 short-term/emergency SRO beds with 24-hour supervision, plus long-term beds with the capacity to provide on-site intervention during FY 1991.
- B. Provide 1250 bed days of housing to homeless mentally ill clients each month.
- C. Provide housing to no less than 90 homeless mentally ill clients on an annual basis.
- D. It is anticipated that 85% of clients leaving the Bridgeview will be stabilized in that a subsequent plan of residency has been identified.

- E. Submit quarterly reports indicating the number of bed days provided each quarter, explaining if there is a reduction in the utilization rate and the reasons why utilization may have fallen. Such reports should also indicate the number of clients that have successfully "graduated" to long-term housing, in the Bridgeview Project or elsewhere, and the number that have terminated their participation in the program.
- F. Submit a final report documenting the success of the program in meeting its program goals within 30 days of the termination of this contract.
- G. Maintain ethnicity records on clients served, and submit an annual report on such clients by August 1, 1993

## II. Compensation and Method of Payment

The Contractor will be compensated for the provision of services by the City through the Housing and Community Development (HCD) fund as follows:

Payments to the Contractor for eligible expenses will be made monthly upon submission of a statement of expenditures based on the request for payment. Detailed information on how funding is expended is to be submitted by the Contractor with each request for funding. It is agreed that total compensation under this agreement shall not exceed FIFTY-TWO THOUSAND DOLLARS (\$52,000).

## III. City Project Manager

- A. The City Project Manager shall be Howard Cutler or such other person as shall be designated in writing by the Director of the Bureau of Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out any other City actions referred to herein.

## IV. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the Contractor of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City and the Contractor shall be entitled to receive just

and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and Contractor may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract less payments of compensation previously made.
- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by the Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City under sections A and C hereof for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this contract by the City, then the Contractor's remedy shall be limited to termination of the contract and receipt of payment as provided in section B hereof.

In the event of termination under Section A, the City shall provide the Contractor an opportunity for an administrative appeal.

- D. **CHANGES.** The City may, from time to time, request changes in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this contract. Any change that increases the amount of compensation payable to the Contractor by \$10,000 or more must be approved by ordinance of the City Council. The Bureau Director may approve increases in compensation that are for less than \$10,000. Other changes, including changes to scope of work

and budget line items, may be approved by the Project Manager.

- E. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor agrees as follows:
1. The Contractor will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
  2. The Contractor will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
  3. The Contractor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
- F. **SECTION 3:** The Contractor will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).
- G. **ACCESS TO RECORDS.** The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Contractor which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the Contractor for three years after the City makes final payments and all other pending matters are closed.
- H. **MAINTENANCE OF RECORDS.** The Contractor shall maintain fiscal records on a current basis to support its billings to the City. The Contractor shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work here under.
- I. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the

Contractor at any time during the 3 year period established by Section H above.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to City.

J. INDEMNIFICATION. The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this contract.

K. LIABILITY INSURANCE. The Contractor is self-insured as provided by Oregon law.

L. WORKERS' COMPENSATION INSURANCE.

(a) The Contractor, its subcontracts, 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 worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit 'B, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

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

(c) The Contractor agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit 'B' and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the Contractor shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement

immediately and the notice requirement contained in subsection (C), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

- M. SUBCONTRACTING AND ASSIGNMENT. The Contractor shall not sub-contract its work under this contract, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this contract. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if sub-contractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Contractor shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

- N. INDEPENDENT CONTRACTOR STATUS. The Contractor is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Contractor and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- O. CONFLICTS OF INTEREST. No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof.

No board of director member or employee of the Contractor, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds.

No City Officer or employees who participated in the award of this contract shall be employed by the Contractor during the contract.

On CDBG-funded projects, the Contractor shall further comply with the conflict of interest provisions cited in 24 CFR

570.611.

- P. CONTRACT ADMINISTRATION, 24 CFR 570.502(a). The Contractor shall comply with the applicable provisions of OMB Circular Nos. A-87, A-128, and 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.
- Q. OREGON LAW AND FORUM. This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the Contractor arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- R. AVAILABILITY OF FUNDS. It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.
- S. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the Contractor shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the Contractor provided that it shall be used only for those activities identified in the Scope of Work, and shall be subject to all provisions of this contract.
- T. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the Contractor shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.

In the event that the Contractor provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

- U. MONITORING. The City through the Bureau of Community Development shall monitor at least once each year that portion of the Contractor's project funded with Community Development Block Grant or Emergency Shelter Grant funds.

Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

- V. EXPIRATION/REVERSION OF ASSETS. For Community Development Block Grant-funded projects, the Contractor shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b) (8).
- W. MINIMIZING DISPLACEMENT. The Contractor assures that it will take all reasonable steps to minimize the displacement of persons as a result of this contract, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.
- X. PROGRAM ACCESS BY THE DISABLED. The Contractor shall, to the maximum feasible extent, follow the Bureau of Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- Y. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- AA. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Community Development.
- BB. LOBBYING. 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 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. 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement)

and that all Subcontractors shall certify and disclose accordingly.

CC. CHURCH-STATE. The Contractor agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

V. Period of Agreement

The terms of this Agreement shall be effective as of July 1, 1992 and shall remain in effect during any period the Contractor has control over Federal funds, including program income. Work by the Contractor shall terminate as of June 30, 1993.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

CITY OF PORTLAND

MULTNOMAH COUNTY, OREGON:

\_\_\_\_\_  
Commissioner Gretchen Kafoury

By Rex Surface 6/11/92  
Rex Surface Date  
Program Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeffrey L. Rogers, City Attorney

By Gary W. Smith 7/16/92  
Gary W. Smith Date  
Division Director

By Gladys McCoy 8/6/92  
Gladys McCoy Date  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By Deputy County Counsel 7-22-92  
Deputy County Counsel Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE: 8/6/92  
DEB BOGSTAD  
BOARD CLERK

Meeting Date: AUG 06 1992

Agenda No: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

Subject: City of Portland Revenue Contract for Emergency Services Clearinghouse Operations and Vouchers

Board Briefing: \_\_\_\_\_ Date \_\_\_\_\_ Regular Meeting: \_\_\_\_\_ Date \_\_\_\_\_

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España/Cilla Murray TELEPHONE: 248-5464

PERSON(S) MAKING PRESENTATION: Norm Monroe/Rey Espana

ACTION REQUESTED:

INFORMATIONAL ONLY       POLICY DIRECTION       APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: XX

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

The Housing and Community Services Division recommends approval of the City of Portland revenue contract, which transfers \$96,765 of City funds to the County for contracting with the American Red Cross. That agency was selected through a joint competitive procurement process to serve as the systemwide clearinghouse for emergency assistance for homeless and low income persons. Under agreement with the City, the County administered the purchasing (request for proposal) process and will be the primary contracting body for the clearinghouse program.

Contract Number: 102873

*8/6/92 ORIGINALS TO JOHN  
PEARSON*

SIGNATURES:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *[Signature]*

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1992 JUL 27 PM 4: 16  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464  
421 S.W. FIFTH, SECOND FLOOR  
PORTLAND, OREGON 97204-2221  
FAX # (503) 248-3332

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

**TO:** Gladys McCoy, County Chair

**VIA:** Gary Nakao, Director *GN*  
Department of Social Services

**FROM:** Norm Monroe, Director *NM*  
Housing and Community Services Division

**DATE:** July 20, 1992

**SUBJECT:** Revenue Contract from City of Portland for Emergency Services Clearinghouse Funds

Retroactive Status: This revenue contract is retroactive to July 1, 1992, the date set by the City of Portland. Contract development and processing was delayed pending the outcome of a County-run request for proposal process to select the clearinghouse contractor.

Recommendation: The Housing and Community Services Division/Community Action Program recommends Board of County Commissioner approval of the attached revenue contract from the City of Portland, Bureau of Community Development, for the period July 1, 1992 through June 30, 1993.

Analysis: The Community Action Program has received a contract for \$96,765 from the City of Portland, Bureau of Community Development. These funds are designated for emergency services clearinghouse operations and client assistance vouchers for homeless people through the American Red Cross, as part of the County's subcontract with that agency for clearinghouse services.

This revenue contract is an outgrowth of a coordinated competitive purchasing process, in which the County Community Action Program, County Community Development Program, City of Portland, and City of Gresham jointly released, through County Purchasing, a request for proposal for emergency services clearinghouse operations. The City of Portland has agreed to transfer its clearinghouse allocation to the County for subcontracting, as a further coordination effort. While this coordination is new, the clearinghouse function has been operating for a number of years.

The American Red Cross contract is being processed in the County through separate action. That contract includes County and City of Portland funds. The City of Gresham has chosen, at this time, to contract for clearinghouse services separately.

Background: These City revenues are being added to the Division budget through DSS Budget Modification #2, being processed separately.

pdxcl93z



**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102873

Amendment # -

<p align="center"><b>CLASS I</b></p> <input type="checkbox"/> Professional Services under \$25,000	<p align="center"><b>CLASS II</b></p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center"><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement Revenue <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>          AGENDA # <u>R-1</u> DATE <u>8/6/92</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b></p>
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Department Social Services Division Hsg & Community Svcs Date July 20, 1992

Contract Originator John Pearson Phone 248-5464 Bldg/Room B161/2nd Floor

Administrative Contact Cilla Murray Phone 248-5464 Bldg/Room B161/2nd Floor

Description of Contract Contract funds City's portion of Emergency Services Clearinghouse Operations and vouchers.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name City of Portland, Bureau of Community Development

Mailing Address 808 SW 3rd, Room 600  
Portland, OR 97204

Phone (503) 823-2375

Employer ID # or SS # \_\_\_\_\_

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 96,765

Remittance Address \_\_\_\_\_  
(If Different)

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt

Monthly \$ Per Invoice  Net 30

Other \$ \_\_\_\_\_  Other \_\_\_\_\_

Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

Requirements Not to Exceed \$ \_\_\_\_\_

Encumber: Yes  No

Date 7/27/92

Date \_\_\_\_\_

Date 7/27/92

Date 8/6/92

Date \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager [Signature]

Purchasing Director \_\_\_\_\_  
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Contract Administration \_\_\_\_\_  
(Class I, Class II contracts only)

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1730			<del>210</del>			City Emergency	\$96,765.	
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

GREEN - FINANCE

AGREEMENT NO.

An agreement between the City of Portland, Bureau of Community Development (City) and Multnomah County, through its Department of Housing and Community Services (County) for \$96,765 to provide emergency housing vouchers and clearinghouse administration services.

RECITALS:

- 1. The City has available to it Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development.
- 2. Provision of safe and sanitary housing is a major objective of the HCD program.
- 3. There is a need to provide emergency housing for homeless families and persons.
- 4. Multnomah County contracts with the Red Cross to serve as the clearinghouse to administer the Emergency Housing Voucher Program.
- 5. The Council authorized \$58,000 through the approved Housing and Community Development (HCD) program in the 1992-93 City budget for the Emergency Housing Voucher Program and \$38,765 for operation of the clearinghouse.
- 6. The Council now desires to enter into a formal agreement with the Multnomah County for the emergency housing voucher program and clearinghouse administration services.

AGREED:

I. Scope of Services:

Multnomah County will oversee the following services to be performed by the Red Cross, with whom the County contracts for clearinghouse services relative to the Emergency Housing Voucher Program:

- A. Contract with the Red Cross to administer the voucher program in accordance with the Program Profile included herein as "Attachment A".
- B. Ensure that the Red Cross reviews requests from intake agencies and determine client eligibility for emergency vouchers. A client list will be maintained to avoid duplication of services during the fiscal year.
- C. Ensure that the Red Cross, in conjunction with the Operations Committee plays a coordinating role in the following activities: shelter availability and referrals; systemizing voucher expenditures between funding sources; and responding to concerns between agencies, funders and vendors.

- D. Maintain separate statistics on City expenditures, client numbers, households served, population of need, ethnic background, and the amount of dollars spent. Such information shall be reported to the City on a monthly basis.
- E. Maintain a separate accounting or tracking system for funds awarded under this agreement.
- F. Maintain programmatic documentation on all activities funded with Community Development Block Grant funds for a minimum of three years after termination of this contract.
- G. Utilize \$58,000 for emergency housing vouchers and \$38,765 for clearinghouse operations, as indicated in the budget attached as Attachment B.

## II. City Project Manager

- A. The City Project Manager shall be Howard Cutler, or such other person as shall be designated in writing by the Director of the Bureau of Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out any other City actions referred to herein.

## III. Compensation and Method of Payment

- A. The total compensation available under this contract is NINETY SIX THOUSAND SEVEN HUNDRED SIXTY FIVE DOLLARS (\$96,765.00).
- B. The County shall submit monthly billings to the City for work performed under this contract. The bills shall be in the format prescribed by the Bureau of Community Development.
- C. Funds will be disbursed to the County for actual expenditures. The County shall ensure that the Red Cross keeps all vendor receipts for all expenditures related to this agreement. Timesheets shall be used to record actual time spent on activities funded herein. Original records shall be made available for inspection, copying or transcription upon request by the Bureau of Community Development.

## IV. GENERAL CONTRACT PROVISIONS

- A. TERMINATION FOR CAUSE. In accordance with 24 CFR 85.43, if, through any cause, the County shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the County shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the

County of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Contract shall, at the option of the City, become the property of the City and the County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the County shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the County, and the City may withhold any payments to the County for the purpose of setoff until such time as the exact amount of damages due the City from the County is determined.

- B. TERMINATION FOR CONVENIENCE. In accordance with 24 CFR 85.44, the City and County may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the County covered by this Contract less payments of compensation previously made.
- C. ENFORCEMENT AND REMEDIES. In the event of termination under section A hereof by the City due to a breach by the County, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided herein, then the County shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City and County under sections A and C hereof for a breach shall not be exclusive. The City and County also shall be entitled to any other equitable and legal remedies that are available.

In the event of termination under Section A, the City shall provide the County an opportunity for an administrative appeal.

- D. CHANGES. The City or Contractor may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this contract. Minor changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by

the Project Manager.

Significant changes to the scope of work, performance measures, or compensation, unless the total contract after amendment is less than \$10,000, must be approved by ordinance of the City Council. Compensation changes in which the total contract is less than \$10,000 may be approved by the Bureau Director.

- E. NON-DISCRIMINATION. During the performance of this Contract, the County agrees as follows:
1. The County will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
  2. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
  3. The County will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
- F. SECTION 3: The County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).
- G. ACCESS TO RECORDS. The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the County which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the County for three years after the City makes final payments and all other pending matters are closed.
- H. MAINTENANCE OF RECORDS. The County shall maintain fiscal records on a current basis to support its billings to the City. The County shall retain fiscal

as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work here under.

- I. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the County at any time during the 3 year period established by Section H above.

If an audit discloses that payments to the County were in excess of the amount to which the County was entitled, then the County shall repay the amount of the excess to City.

- J. INDEMNIFICATION. To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the County shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this contract.

- K. LIABILITY INSURANCE. The County is self-insured as provided by Oregon law.

- L. WORKERS' COMPENSATION INSURANCE.

(a) The County, its subcontracts, 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 worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit 'A', if applicable, and shall be incorporated herein and made a term and part of this Agreement. The County further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

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

further certification of workers' compensation insurance as renewals of said insurance occur.

(c) The County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent County prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit 'B' and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement immediately and the notice requirement contained in subsection (C), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

- M. SUBCONTRACTING AND ASSIGNMENT. The County shall not sub-contract its work under this contract, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the County as specified in this contract. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. The County agrees that if sub-contractors are employed in the performance of this contract, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

- N. INDEPENDENT CONTRACTOR STATUS. The County is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The County and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- O. CONFLICTS OF INTEREST. No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof.

No board of director member or employee of the County, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds.

No City Officer or employees who participated in the award of this contract shall be employed by the County during the contract. On CDBG-funded projects, the County shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.

- P. CONTRACT ADMINISTRATION, 24 CFR 570.502(a). The County shall comply with the applicable provisions of OMB Circular Nos. A-87, A-128, and 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.
- Q. OREGON LAW AND FORUM. This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the County arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- R. AVAILABILITY OF FUNDS. It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.
- S. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the County shall comply with provisions of 24 CFR 570.504 regarding program income.
- T. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the County shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the County shall carry out its

activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.

In the event that the County provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process.

- U. MONITORING. The City through the Bureau of Community Development shall monitor at least once each year that portion of the County's project funded with Community Development Block Grant or Emergency Shelter Grant funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.
- V. EXPIRATION/REVERSION OF ASSETS. For Community Development Block Grant-funded projects, the County shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(8).
- W. MINIMIZING DISPLACEMENT. The County assures that it will take all reasonable steps to minimize the displacement of persons as a result of this contract, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.
- X. PROGRAM ACCESS BY THE DISABLED. The County shall, to the maximum feasible extent, follow the Bureau of Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- Y. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- AA. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Community Development.
- BB. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, 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 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. 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 County shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

CC. CHURCH-STATE. The County agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

V. Period of Agreement

The terms of this Agreement shall be effective as of July 1, 1992 and shall remain in effect during any period the Contractor has control over City funds, including program income. The Agreement shall terminate as of June 30, 1993.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

CITY OF PORTLAND

MULTNOMAH COUNTY

\_\_\_\_\_  
Commissioner Gretchen Kafoury

  
\_\_\_\_\_  
Gladys McCoy, Chair  
Board of Commissioners

APPROVED AS TO FORM:

REVIEWED:

\_\_\_\_\_  
Jeffrey L. Rogers, City Attorney

  
\_\_\_\_\_  
Laurence Kressel,  
County Counsel

## SECTION FOUR - PROGRAM DESCRIPTION AND SERVICE SPECIFICATIONS

**I. INTRODUCTION**

The primary function of the community action service system is to provide services to those homeless, at-risk, and low income persons who are in need. The emergency assistance/voucher program administered by the weekday clearinghouse purchases limited, immediate help for low income, at-risk, and homeless people from approved vendors.

**II. STRUCTURE OF THE EMERGENCY ASSISTANCE VOUCHER PROGRAM: AGENCY ROLES**

Vouchering agencies may be given allocations by Community Action Program for emergency assistance and vouchers and expected to manage their allocations. These agencies will be responsible for assessing need, determining client eligibility for vouchers, locating the vendor, assuring availability of allocation balance, as applicable, and seeking authorization of the voucher from the clearinghouse. Vouchering agencies will also be required to respond immediately to referrals from the night/weekend clearinghouse.

The weekday clearinghouse will serve as the system's voucher program coordinator, fiscal agent, and resource coordinator. It will be responsible for verifying eligibility of clients, determining voucher use is appropriate, verifying adequacy of vouchering agency's allocation balance, as applicable, and adequacy of systemwide funds, authorizing vouchers, maintaining and assuring quality of the vendor pool, and monitoring overall use of the voucher program.

The night and weekend clearinghouse will assure access to temporary, emergency vouchers during non-business hours by assessing need, establishing client eligibility, approving a temporary voucher, and referring clients to the appropriate vouchering agency on the next business day.

The Housing and Community Services Division, Portland Bureau of Community Development, and City of Gresham retain responsibility for overall policy and procedures development, monitoring of the voucher program, and implementation of corrective action by vouchering agencies and the clearinghouses. The Housing and Community Services Division will qualify agencies to provide vouchers under its funding.

**III. WEEKDAY CLEARINGHOUSE SERVICE SPECIFICATIONS****A. Voucher Authorization**

The weekday clearinghouse will manage the voucher authorization process by:

1. Immediately verifying eligibility of clients for the requested voucher, including determining that the client meets eligibility criteria for the various emergency assistance programs, (e.g., has not received a voucher in Multnomah County for the past year);
2. Determining that the proposed use is appropriate and meets service standards, (e.g., that the client has a case plan and that other appropriate resources have been used prior to the voucher request);
3. Verifying that the agency requesting the voucher is a qualified voucher agency;
4. Verifying availability of vouchering agency's allocation, as applicable, or adequacy of systemwide funds for the proposed voucher;
5. Authorizing or denying authorization of voucher.

**B. Payment Verification**

The weekday clearinghouse serves as the fiscal agent for the voucher program by:

1. Maintaining up-to-date records on expenditures, commitments, and allocation balances by vouchering agency and by the whole system;

2. Providing regular feedback to vouchering agencies, County, and Cities on use of allocations by agency, highlighting areas of under and over use;
3. Maintaining records on service usage by vendor and verifying vendors' billings, in coordination and consultation with vouchering agency;
4. Making payments to vendors on a schedule agreed to by the vendor and the clearinghouse.

The weekday clearinghouse must have the capacity to track and report expenditures by funding source.

#### C. Data Collection and Reporting

The weekday clearinghouse will collect, analyze, maintain, and report to the County and Cities monthly on service usage data. These data will include:

1. Client information and service history, including client circumstances requiring vouchers and status of the client's situation at the time of the 30-day follow-up;
2. Vouchering agency service usage and usage patterns;
3. Allocation status and patterns by vouchering agency and by the system; and
4. Service need and demand patterns, including unmet needs.

The weekday clearinghouse will have a computerized data system compatible with and linked to the Housing and Community Services Division computer network. (Refer to Appendix III for computer specifications.) If there are separate clearinghouses for weekday and night/weekend services, each clearinghouse will have a computerized data system that is linked to the other provider's system.

#### D. Resource Development and Quality Assurance

The weekday clearinghouse maintains a pool of available vendors by:

1. Assessing need for emergency assistance and voucher resources, including soliciting input from vouchering agencies;
2. Tracking vacancies in emergency shelter and transitional housing;
3. Recruiting and screening emergency shelter vendors to participate in the voucher program;
4. Developing written agreements with all emergency shelter vendors which reference program expectations, client restrictions, and fees;
5. Initiating and conducting satisfaction surveys on the program and maintaining a central file of complaints, concerns, compliments;
6. Analyzing complaints, identifying patterns, and investigating vendors with a pattern of complaints, including referring building and safety complaints to the appropriate agencies;
7. Initiating a process for corrective action by the vendors;
8. Terminating vendor agreements, as necessary.

This resource development function will be coordinated with other related activities, including those of the County's Community Action Program.

#### E. Coordination and Training

The weekday clearinghouse will initiate and maintain a process to assure communication, issue identification, and problem solving among the weekday and night/weekend clearinghouses, vouchering agencies, vendors, and clearinghouse funding agencies. This includes staffing and chairing the Voucher Program Operations Committee. At a minimum, the process will review client eligibility criteria and determination procedures, resource needs, and allocation management. As part of this coordination process, the weekday clearinghouse will screen requests from agencies to become qualified vouchering agencies, and make recommendations to Housing and Community Services Division for decision and action.

#### IV. MINIMUM QUALIFICATIONS FOR CLEARINGHOUSE PROVIDERS

In addition to minimum qualifications to contract, a clearinghouse must meet or have the capacity to meet the following requirements.

- Applicant shall have an established, visible, and credible identity as an information and service resource for providers of direct services to homeless and low income people throughout the county;
- Applicant shall have demonstrated the ability to manage a contracted services program in a culturally competent manner, including meeting identified performance expectations and participating in evaluation of services. (All CAPO funded service programs will be evaluated by CAPO).
- Applicant shall demonstrate the capacity to provide services as described in service specifications, including the capacity to:
  - Ensure that client services accessed through the clearinghouse are for eligible clients and for appropriate uses;
  - Provide appropriate information and analysis on client services accessed through the Clearinghouse;
  - Provide clearinghouse services in close coordination with Community Service Centers, Special Needs Providers, and other providers to ensure continuity of client services and program effectiveness and efficiency;
  - Engage in effective advocacy, planning, and coordination on clearinghouse program issues, in collaboration with the Community Action Commission;
  - Promote the agency's visibility, leadership, and accountability for the clearinghouse service to the service system and the community;
  - Support expectations of vouchering agencies to provide single entry access to services, i.e., helping the client locate and obtain the appropriate resource(s).
- Applicant shall work cooperatively and in partnership with County, Cities, Community Service Centers, Special Needs Providers, and other Clearinghouses in the Community Action Service System through active participation in the Community Services Contractors Association.
- Applicant shall be committed to outcome-oriented evaluation of the clearinghouse operations service.
- Applicant shall agree to comply with County's and Cities' service definitions and Voucher program manual, and is required to participate in a centralized data collection system managed by Community Action Program.
- Applicant shall ensure adequately trained staff and shall allocate appropriate resources to assure training and staff development.
- Applicant's proposal shall be fiscally and budgetarily sound. It shall: propose a line-item budget for clearinghouse operations based on cost of providing that service, and shall justify reasonableness and appropriateness of costs.

LINE ITEM BUDGET

CONTRACTOR: American Red Cross

FISCAL YEAR: 1992-93

SERVICE: Clearinghouse Operations and Client Assistance						
	TOTAL VALUE	CAPO FUNDS	COUNTY CDBG FUNDS	PORTLAND CDBG FUNDS	PORTLAND GEN. FUNDS	GRESHAM FUNDS
1. Salaries	52,876	23,769	4,070	25,037		
2. Overtime	0					
3. Fringe Benefits	12,082	5,431	930	5,721		
4. Volunteers	0					
5. Total Personnel	64,958	29,200	5,000	30,758	0	0
6. Prof. Services	6,670	1,848		3,422	1,400	
7. Printing/Reprod.	1,450	706		744		
8. Utilities	0					
9. Communications	350	170		180		
10. Equipment rental	0					
11. Space Rental	0					
12. Repairs/Maint.	60	29		31		
13. Postage	1,212	590		622		
14. Supplies	740	360		380		
15. Food	0					
16. Education/Traing	150	73		77		
17. Local Travel/Mil	220	107		113		
18. Insurance	0					
19. Ext. Data Proc.	0					
20. Audit	4,800	2,362		2,438		
21. Client Assist	520,227	407,178	10,449	58,000	44,600	
22. Dues/Subscrip.	0					
23. Agency Overhead	0					
24. Total Mat. & Serv	535,879	413,423	10,449	66,007	46,000	0
25. Equipment	0					
26. Total Capital outlay	0	0	0	0	0	0
27. TOTAL	600,837	442,623	15,449	96,765	46,000	0
Total Contract, Operations:		80,610		arc93		



# MULTNOMAH COUNTY OREGON

GLADYS MCCOY  
COUNTY CHAIR

EMPLOYEE SERVICES (503) 248-5015  
FINANCE (503) 248-3312  
LABOR RELATIONS (503) 248-5135  
PLANNING & BUDGET (503) 248-3883  
RISK MANAGEMENT (503) 248-3797

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS & CENTRAL STORES (503) 248-5111

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

May 29, 1992

Howard Cutler  
City of Portland  
Bureau of Community Development

Dear Howard:

The purpose of this letter is to inform you of Multnomah County's insurance program. Multnomah County does not carry liability insurance. The County is self-insured in accordance with the provisions of the Oregon Tort Claims Act, ORS 30.270. The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which they are self-insured including liability. The County's exposure for liability is limited by statute to \$50,000 property damage, \$100,000 personal injury per person, and \$500,000 total damages per occurrence.

Please let me know if you have any additional questions. My number is 248-3797.

Sincerely,

Jean M. Miley  
Risk Manager

362R/JMM/js

c: Cilla Murray

BUDGET MODIFICATION NO. DSS 2

(For Clerk's Use) Meeting Date AUG 06 1992  
Agenda No. R-2

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT: SOCIAL SERVICES

DIVISION: HOUSING & COMMUNITY SERVICES

CONTACT: Rey España

TELEPHONE: 248-5464

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Ardys Craghead/Rey España

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

DSS Budget Modification # 2 adds \$122,265 of City of Portland revenues to the Housing and Community Services Division/Community Action Program pass-through budget to pay for designated emergency assistance clearinghouse and relocation services for homeless and low income people through County-administered subcontracts.

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

DSS Budget Modification # 2 increases the Housing and Community Services Division/Community Action Program pass-through budget by \$122,265. These funds are designated in the two City revenue contracts for specific contractors and services.

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

- Increase Org. 1730 by \$122,265 in City funds.
- Increase Org. 1730 by \$856 in County General Fund Indirect Support.
- Increase Service Reimbursement from F/S to General Fund by \$856.

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

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

Originated By	Date	Department Manager	Date
<i>[Signature]</i>	7/21/92	<i>[Signature]</i>	7/27/92
Finance/Budget	Date	Employee Relations	Date
<i>[Signature]</i>	7/27/92		
Board Approval	Date		
<i>[Signature]</i>	8/6/92		

ca931

BOARD OF  
 CITY COMMISSIONERS  
 MULTNOMAH COUNTY  
 OREGON  
 1992 JUL 27 PM 1:57

File Name: ca931

EXPENDITURE

TRANSACTION EB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1992-93

Document Number	Action	Fund	Agency	Organization	Activity	Rept Categ	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1730			6060			122,265		Pass Through
		156	010	1730			7100			856	123,121	Indirect TOTAL, ORG. # 1730
		100	010	0105			7608			856	856	Cash Transfer SUBTOTAL, SERV. REIMB
TOTAL EXPENDITURE CHANGE										123,977	TOTAL EXPENDITURE CHANGE	

File Name: ca931

REVENUE

TRANSACTION EB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1992-93

Document Number	Action	Fund	Agency	Organization	Activity	Rept Categ	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1730			New			25,500		City Relocation
		156	010	1730			New			96,765	123,121	City Clearinghouse Gen Fund Indirect Support TOTAL, ORG # 1730
		156	010	1730			7601			856	856	Serv.Reimb./Gen.Fund TOTAL, SERV. REIMB
		100	045	7410			6602			856	856	
TOTAL REVENUE CHANGE										123,977	TOTAL REVENUE CHANGE	



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464  
421 S.W. FIFTH, SECOND FLOOR  
PORTLAND, OREGON 97204-2221  
FAX # (503) 248-3332

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

**TO:** Gladys McCoy, County Chair

**VIA:** Gary Nakao, Director *GN*  
Department of Social Services

**FROM:** Norm Monroe, Director *NM*  
Housing and Community Services Division

**DATE:** July 20, 1992

**SUBJECT:** DSS Budget Modification # 2 : City Relocation and Clearinghouse Funds

Recommendation: The Housing and Community Services Division/Community Action Program recommends Board of County Commissioner approval of DSS Budget Modification # 2 .

Analysis/Background: DSS Budget Modification # 2 adds \$122,265 of City of Portland funds to the Housing and Community Services Division pass through budget. These funds consist of \$25,500 for relocation assistance when the Bureau of Buildings closes residential structures, and \$96,765 for emergency services clearinghouse operations and client assistance vouchers. The revenue contracts allocating these funds have been processed separately.

Both revenue contracts designate the use of the funds for service programs operated by county subcontractors. The City has transferred the funds to the County in order to coordinate contracting responsibilities.

ca931z



CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement Revenue

Department Social Services Division Hsq & Comm. Services Date June 30, 1992

Contract Originator John Pearson Phone 248-5464 Bldg/Room B161/2nd Floor

Administrative Contact Cilla Murray Phone 248-5464 Bldg/Room B161/2nd Floor

Description of Contract Contract provides revenues for relocation services through community service centers. Contract reimburses assistance to people moved from residential structures closed by the City Bureau of Buildings.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name City of Portland, Bureau of Community Development

Mailing Address 808 SW 3rd, Room 600  
Portland, OR 97204

Phone (503) 823-2381

Employer ID # or SS # July 1, 1992

Effective Date June 30, 1993

Termination Date \_\_\_\_\_

Original Contract Amount \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 25,500

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt

Monthly \$ Per Invoice  Net 30

Other \$ \_\_\_\_\_  Other \_\_\_\_\_

Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

Requirements Not to Exceed \$ \_\_\_\_\_

Encumber: Yes  No

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager \_\_\_\_\_

Purchasing Director \_\_\_\_\_  
(Class II Contracts Only)

County Counsel \_\_\_\_\_

County Chair/Sheriff \_\_\_\_\_

Contract Administration \_\_\_\_\_  
(Class I, Class II contracts only)

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1730			2719			City of Portland	\$25,500		
02.												
03.												

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



**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

Contract # \_\_\_\_\_

Amendment # \_\_\_\_\_

MULTNOMAH COUNTY OREGON

<p align="center"><b>CLASS I</b></p> <input type="checkbox"/> Professional Services under \$25,000	<p align="center"><b>CLASS II</b></p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center"><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement Revenue
--	--	--

Department Social Services Division Hsq & Community Svcs Date \_\_\_\_\_

Contract Originator John Pearson Phone 248-5464 Bldg/Room B161/2nd Floor

Administrative Contact Cilla Murray Phone 248-5464 Bldg/Room B161/2nd Floor

Description of Contract Contract funds City's portion of Emergency Services Clearinghouse Operations and vouchers.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name City of Portland, Bureau of Community Development

Mailing Address 808 SW 3rd, Room 600  
Portland, OR 97204

Phone (503) 823-2375

Employer ID # or SS # \_\_\_\_\_

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 96,765

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ Per Invoice  Net 30  
 Other \$ \_\_\_\_\_  Other \_\_\_\_\_

Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager \_\_\_\_\_

Purchasing Director \_\_\_\_\_  
(Class II Contracts Only)

County Counsel \_\_\_\_\_

County Chair/Sheriff \_\_\_\_\_

Contract Administration \_\_\_\_\_  
(Class I, Class II contracts only)

Encumber: Yes  No

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1730			<del>2210</del>			City Emergency	\$96,765.		
02.												
03.												

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION  
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE  
106/1430



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
 HOUSING & COMMUNITY SERVICES DIVISION  
 421 S.W. FIFTH AVENUE, SECOND FLOOR  
 PORTLAND, OREGON 97204  
 (503) 248-5464  
 FAX: (503) 248-3332

BOARD OF COUNTY COMMISSIONERS  
 GLADYS McCOY • CHAIR OF THE BOARD  
 PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
 GARY HANSEN • DISTRICT 2 COMMISSIONER  
 RICK BAUMAN • DISTRICT 3 COMMISSIONER  
 SHARRON KELLEY • DISTRICT 4 COMMISSIONER

### MEMORANDUM

TO: Kathy Innes, DHS Budget Analyst  
 FROM: Ken Davidson *KD*  
 DATE: July 16, 1992  
 SUBJECT: LGFS Code Change Request

Please make the following LGFS Code updates for Housing Community Services:

URGENT : YES  X  NO

#### REPORTING CATEGORY:

Change Code: 1770 from Reserved to City Clearinghouse

#### REVENUE SOURCE :

Add Source Name: CITY RELOCATION  
 Type of Funds: Federal  
 Purpose: Pays for Case Mgmt and Direct Client Asst.  
 Est. Receipts: \$25,500

Add Source Name: CITY CLEARINGHOUSE  
 Type of Funds: Federal  
 Purpose: Pays for Emrg. Services C/H Operations  
 Est. Receipts: \$96,765

Add Source Name: EHA EA-AFS MATCH  
 Type of Funds: Federal  
 Purpose: Pays for Direct Client Assist.- Matching State  
 Est. Receipts: \$120,000

cc: Rey España  
 Cilla Murray  
 Sheila Conroy

Meeting Date: AUG 06 1992

Agenda No: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

Subject: Notice of Intent to Submit Grant Application for Supportive and Operational Services at the Turning Point Transitional Housing Project for Homeless Families with Children

Board Briefing: \_\_\_\_\_ Regular Meeting: \_\_\_\_\_

Date Date  
DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Paula Corey TELEPHONE: 248-5464

PERSON(S) MAKING PRESENTATION: Norm Monroe/Paula Corey

ACTION REQUESTED:

INFORMATIONAL ONLY       POLICY DIRECTION       APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: XX

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

The Housing and Community Services Division requests Board approval of the attached Notice of Intent to submit a grant application to the U.S. Department of Housing and Urban Development for \$1,222,055 federal funds over five years to pay for operational and supportive services at the Turning Point, a cooperative project between the Division and Housing Authority of Portland to develop 28 new transitional housing units for homeless families with children.

Local match amounts to \$815,433 over five years, and is made up of City of Portland, state, and Community Action funds.

Construction funds for the Turning Point are not included in this request. The application includes operating costs for the facility and case management and child care services for 98 homeless families with children per year. The Turning Point will be built on vacant land in southwest, which the County donated to the Housing Authority.

*8/6/92 ORIGINAL to PAULA COREY*

SIGNATURES:

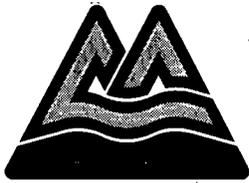
ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Gary Nakao (cc)  
(All accompanying documents must have required signatures)

noitp93a

1992 JUL 27 PM 1:57  
MULTIUMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464  
421 S.W. FIFTH, SECOND FLOOR  
PORTLAND, OREGON 97204-2221  
FAX # (503) 248-3332

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*  
Department of Social Services

FROM: Norm Monroe, Director *NM*  
Housing and Community Services Division

DATE: June 30, 1992

SUBJECT: Notice of Intent for Grant Application to Fund Turning Point Project

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached Notice of Intent to submit a grant application to the U.S. Department of Housing and Urban Development for McKinney funds to pay for supportive and operational services at the Turning Point, a transitional housing project for homeless families with children to be built in southwest Portland.

Analysis: The Housing and Community Services Division has been coordinating with the Housing Authority of Portland to develop a five-year grant application for federal McKinney funds to pay for supportive social services and operating costs for the Turning Point project. The grant, for a total of \$2,037,488, uses federal (\$1,222,055), state (\$100,000), and city/county/local (\$715,433) funds to provide facility operational services through the Housing Authority of Portland and supportive case management and child care services through a service provider yet to be selected. The construction costs for the Turning Point facility are not included in the grant application.

The goal of the Turning Point project is to assist homeless families with children to identify and resolve barriers to independence and self-sufficiency by providing transitional housing and support services for 98 homeless families with children per year. The need for this facility is supported by the Comprehensive Affordable Housing Strategy (CHAS).

The Housing Authority has been working on the Turning Point project for over two years. City Council has approved the site location, and financing for the project has been found, contingent upon receipt of operating revenues, such as these McKinney funds. The addition of 28 transitional housing units will greatly enhance the County's ability to respond to needs of homeless families for safe shelter while they work to resolve issues of homelessness.

Background: The grant application needed to be submitted before this Notice of Intent could be placed on the Board agenda. The original plan was to have the Housing Authority submit the application, but the Authority was recently notified that it could not be the applicant and the facility developer. The Housing and Community Services Division, which was working in close coordination with the Housing Authority on the application, agreed to submit it.

noitp93z

MULTNOMAH COUNTY NOTICE OF INTENT

DATE: June 30, 1992

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Social Services/Housing and Community Services Division/Paula Corey

GRANTOR AGENCY: U.S. Department of Housing and Urban Development

BEGINNING DATE OF GRANT: April 15, 1993

PROJECT TITLE: Supportive Housing Demonstration: Transitional Housing

PROJECT DESCRIPTION/GOALS: This 5-year project funds supportive and operational services for the Turning Point, a transitional housing facility and program intended to serve homeless families with children in Southwest Portland.

If the grant is awarded, the Division will develop a competitive RFP to contract all supportive program services. These services are designed to enable 98 homeless families with children to obtain permanent housing and to provide ongoing supports to assist their stabilization. The program will assist the families to move toward independence and self-sufficiency, resolve personal and family issues that contribute to their instability, and participate in decision making in an effort to achieve greater control over their own lives.

The project also funds operating costs for the Turning Point facility, through the Housing Authority of Portland.

<b>PROJECT ESTIMATED BUDGET:</b>		<b>Direct/Indirect</b>	
FEDERAL SHARE	\$	<u>1,208,103/13,952</u>	<u>60</u> %
STATE SHARE	\$	<u>100,000/0</u>	<u>5</u> %
LOCAL/OTHER SHARE	\$	<u>715,433/0</u>	<u>35</u> %
TOTAL	\$	<u>2,023,536/13,952</u>	<u>100</u> %

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

Local share must be at least 25% of federal funds first 2 years and 50% for years 3-5. Local share consists of City of Portland, State, and Community Action funds set aside for this project. A portion (around 4%) is inkind.

Federal funds are used for County indirect.

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS:  
FINANCE: \_\_\_\_\_ DEPARTMENT: xx. IF DEPT. REPORTS, INDICATE REASONS.

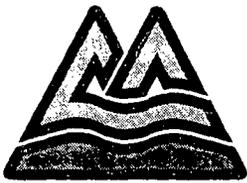
Program reports accompany billings.

GRANT DURATION AND FUTURE RATIO: (INDICATE AMOUNT OF COUNTY MATCH PER YEAR)

- Year 1: 75/25 federal/local. \$272,670/112,000.
- Year 2: 75/25 federal/local. \$281,639/ 93,880.
- Year 3: 50/50 federal/local. \$195,269/195,269.
- Year 4: 50/50 federal/local. \$203,080/203,080.
- Year 5: 50/50 federal/local. \$211,203/211,203.

(Match includes City, State, County, and other funds)





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING & COMMUNITY SERVICES DIVISION  
421 S.W. FIFTH AVENUE, SECOND FLOOR  
PORTLAND, OREGON 97204  
(503) 248-5464  
FAX: (503) 248-3332

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Kathy Innes, Budget Office  
FROM: Bill Thomas, <sup>Bill cc</sup> Housing and Community Services Division  
DATE: July 20, 1992  
SUBJECT: Notice of Intent for Application to HUD for a Transitional Housing Grant to Support the Turning Point

You have requested additional information concerning the notice of intent for an application by the Housing and Community Services Division to the US Department of Housing and Urban Development (HUD) for a McKinney Transitional Housing Grant to support the Turning Point for homeless families. Specifically, you wished to have a breakdown for the matching funds and to know the nature of the County's long term commitment for the provision of matching funds as the grant applicant. After consulting with HCSD and HAP staff involved in development of this application, this is what I have found out.

Year 1 Match

City Community Development Block Grant funds	\$20,000
City Emergency Shelter Grant funds	<u>92,000</u>
	\$112,000

These funds have been specifically set aside by the City to fund this project.

Year 2 Match

City Emergency Shelter Grant Funds	\$93,880
As above	

Funding for years 3-5 are estimates only which have been developed by the Housing Authority. These estimates are based on the expectations that private sources of funding will be developed over the first two years of operation, and by this point that, as necessary, existing funds in the community action system which are devoted to providing shelter and case management to homeless families can be redirected to support the Turning Point. Should these assumptions not prove true, the budget of the Turning Point would be revised downward accordingly.

Turning Point Notice of Intent  
Page 2

According to HAP staff, acceptance of the grant would not obligate the County to provide continuing matching funds should state and private sources of funding not be developed as anticipated. The County would always have the option of discontinuing the project if matching funds were not available.

Please feel free to call me or other HCSD staff should you wish additional information.

cc: Cilla Murray  
Paula Corey  
Rey España

Meeting Date: AUG 06 1992

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Exempt Salary Ranges & Titles

BCC Informal 8-4-92 BCC Formal 8-6-92  
(date) (date)

DEPARTMENT Nondepartmental DIVISION Employee Services

CONTACT Curtis Smith TELEPHONE 248-5015

PERSON(S) MAKING PRESENTATION Curtis Smith

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Amend Ord No. 709 to revise, add and delete exempt salary ranges and titles. All costs will be absorbed by the Departments affected.

8/6/92 Jno Rog 8/13/92

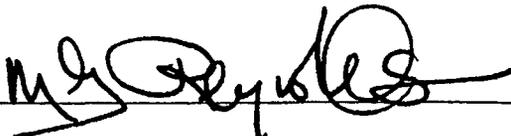
BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1992 JUL 21 PM 3:33

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

ORDINANCE FACT SHEET

Ordinance Title: An ordinance amending Ord. No. 709 in order to revise, add  
and delete exempt salary ranges

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

Ordinance continues the maintenance of the exempt salary plan and makes some individual adjustments in order to maintain appropriate internal relationships.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

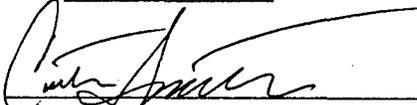
What has been the experience in other areas with this type of legislation?

What is the fiscal impact, if any?

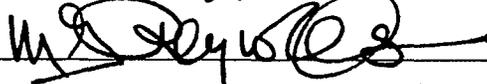
All costs will be absorbed by the departments concerned.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: 

Planning & Budget Division (if fiscal impact): David C. Sharron

Department Manager/Elected Official: 



# MULTNOMAH COUNTY OREGON

GLADYS MCCOY  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

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

## M E M O R A N D U M

TO: Commissioner Sharron Kelley

FROM: Curtis Smith, Employee Services Manager 

DATE: August 4, 1992

SUBJECT: Employee Classifications

As you requested on July 27, attached is an Employee Classification Report as of that date. If I can be of further help, please call me at x2206.

2519E2

Attachment

c: Gladys McCoy

EMPLOYEE CLASSIFICATION REPORT  
As of July 27, 1992

<u>Classification/Program</u>	<u>Positions Budgeted</u>	<u>Positions Filled</u>	<u>Positions Vacant</u>
<b>ADMINISTRATIVE ANALYST:</b>			
Social Services Admin	1.00	1.00	0.00
Aging Services Admin	1.00	1.00	0.00
District Attorney Admin	1.00	1.00	0.00
MCSO Services Branch	1.00	1.00	0.00
Land Use Planning	1.00	1.00	0.00
Transportation Admin	1.00	1.00	0.00
Assessment & Taxation	1.00	1.00	0.00
Library Support Services	<u>1.00</u>	<u>1.00</u>	<u>0.00</u>
TOTALS	8.00	8.00	0.00
<b>ADMINISTRATIVE ANALYST/SR:</b>			
Social Services Admin	2.00	2.00	0.00
MCSO Services Branch	1.00	1.00	0.00
DES Administration	<u>1.00</u>	<u>1.00</u>	<u>0.00</u>
TOTALS	4.00	4.00	0.00
APPRAISAL SUPR/RESIDENTIAL:	<u>4.00</u>	<u>4.00</u>	<u>0.00</u>
APPRAISAL SUPR/COMMERCIAL:	<u>4.00</u>	<u>4.00</u>	<u>0.00</u>
<b>CASE MANAGEMENT SUPERVISOR:</b>			
Social Services	5.00	4.00	1.00
Aging Services	<u>5.00</u>	<u>5.00</u>	<u>0.00</u>
TOTALS	10.00	9.00	1.00
<b>PROBATION/PAROLE SUPERVISOR:</b>			
Field Services	8.00	7.00	1.00*
Diagnostic	<u>1.00</u>	<u>1.00</u>	<u>0.00</u>
TOTALS	9.00	8.00	1.00
<b>PROGRAM DEVELOPMENT SPECIALIST:</b>			
Social Services			
Administration	1.00	1.00	0.00
Mental/Emotional Disab	6.10	5.60	0.50
Alcohol & Drug	6.00	6.00	0.00
Youth Programs	5.50	5.00	0.50
Mental Health Partners	1.00	1.00	0.00
MR/DD Programs	6.00	6.00	0.00
School Mental Health	<u>2.00</u>	<u>1.00</u>	<u>1.00</u>
Totals	27.60	25.60	2.00

\*According to an agreement in settlement of a Merit System Council appeal, this position will be filled January 1 by the appellant.

Employee Classification Report  
Page Two

<u>Classification/Program</u>	<u>Positions Budgeted</u>	<u>Positions Filled</u>	<u>Positions Vacant</u>
PROGRAM DEVELOPMENT SPECIALIST (Cont.)			
Aging Services	<u>10.15</u>	<u>9.00</u>	<u>1.15</u>
Housing & Community Services	<u>10.00</u>	<u>9.00</u>	<u>1.00</u>
Juvenile Services	<u>4.00</u>	<u>3.00</u>	<u>1.00</u>
Health Department			
Regulatory Health	2.00	2.00	0.00
HIV	3.13	3.00	0.13
Specialty Care	0.83	0.00	0.83
Primary Care	2.80	2.80	0.00
Field Services	0.50	0.00	0.50
Services & Support	<u>2.00</u>	<u>2.00</u>	<u>0.00</u>
Totals	11.26	9.80	1.46
Community Corrections	<u>4.50</u>	<u>2.00</u>	<u>2.50</u>
Engineering Services	<u>1.50</u>	<u>1.50</u>	<u>0.00</u>
TOTALS	69.01	59.90	9.11
PROGRAM DEVELOPMENT SPEC/SR:			
Social Services	1.00	1.00	0.00
Housing & Community Services	1.00	1.00	0.00
MSCO Services Branch	<u>1.00</u>	<u>1.00</u>	<u>0.00</u>
TOTALS	3.00	3.00	0.00
PUBLIC AFFAIRS COORDINATOR	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

1                                   BEFORE THE BOARD OF COUNTY COMMISSIONERS

2                                   FOR MULTNOMAH COUNTY, OREGON

3                                   ORDINANCE NO. \_\_\_\_\_

4                                   An ordinance amending Ordinance No. 709, in order to  
5                                   revise, add and delete exempt salary ranges.

6                                   MULTNOMAH COUNTY ORDAINS AS FOLLOWS.

7                                   Section 1. FINDINGS.

8                                   A. Multnomah County, Oregon (hereinafter "County")  
9                                   employs a variety of individuals excluded from any collective  
10                                  bargaining agreement referred to as "Exempt" employees.

11                                  B. It is the County's policy to establish an Exempt  
12                                  Compensation Plan that provides such salaries as necessary for  
13                                  the County to recruit, select, and retain qualified management,  
14                                  supervisory, administrative and professional employees; that  
15                                  recognizes employee performance, growth, and development; that  
16                                  maintains an appropriate internal relationship between job  
17                                  title and employees based on job responsibilities,  
18                                  qualifications, and authority; and that maintains parity between  
19                                  equivalent exempt and nonexempt positions.

20                                  C. The Personnel Officer is responsible for  
21                                  developing and recommending compensation plan adjustment  
22                                  recommendations to the Multnomah County Board of Commissioners  
23                                  (hereinafter "Board").

1 Section 2. DELETION, REVISION, AND ADDITION OF JOB TITLES AND  
2 RANGES.

3 A. Duties formerly performed by the job titles below  
4 are being performed by other positions, due to reorganizations.  
5 The following job titles established in Exhibit A of Ordinance No.  
6 709 are hereby deleted:

- 7 Community Development Manager
- 8 Community Action Program Administrator
- 9 Community Action Program Supervisor
- 10 Electrical Supervisor
- 11 Health Services Manager, Senior
- 12 Transportation Planning & Operations Supervisor

13 B. The following job titles and salary ranges are  
14 hereby added to Exhibit A of Ordinance No. 709, effective July 1,  
15 1992:

16 <u>Job Title</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
17 Co-Principal Investigator	45,644	54,789	63,914
18 Department Director, DOH *	55,248	66,315	77,360
19 Housing/Community Svc Manager *	43,493	52,200	60,886
20 Housing/Community Svc Prog Admin	34,055	40,883	47,690
21 Youth Librarian/Branch Supervisor	30,902	37,083	43,263

22 \*Unclassified, non-Civil Service position pursuant to MCC

23 3.10.100

24 C. The following job titles are revised, with no change  
25 in salary ranges:

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<u>Old Job Title</u>	<u>New Job Title</u>
Department Director, DHS *	Department Director, DSS *
Fleet & Electronics Manager *	Fleet & Sprt Svcs Mngr *
Management Assistant, DHS *	Management Asst, DSS *
Purchasing Agent *	Purchasing Manager *
Transportation Plan/Opr Admin	Trnsp Planning Admstrtr

\*Unclassified, non-Civil Service position pursuant to MCC 3.10.100.

Section 3. SPECIAL ADJUSTMENTS.

The following employees shall receive a one-time salary adjustment, effective July 1, 1992, to the following annual salary rates. These adjustments are necessary to maintain appropriate internal relationships between managers and their subordinates.

<u>Employee Name</u>	<u>Job Title</u>	<u>Salary</u>
Brouillard, Kirby	Lieutenant	52,346
Slyter, Thomas	Major/Cor	59,717

ADOPTED This \_\_\_\_\_ day of \_\_\_\_\_, 1992, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

By \_\_\_\_\_  
Gladys McCoy, Chair  
MULTNOMAH COUNTY, OREGON

REVIEWED:  
Laurence J. Nemrows, for  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon

531E

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

An ordinance amending Ordinance No. 709, in order to revise, add and delete exempt salary ranges.

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

Section 1. FINDINGS.

A. Multnomah County, Oregon (hereinafter "County") employs a variety of individuals excluded from any collective bargaining agreement referred to as "Exempt" employees.

B. It is the County's policy to establish an Exempt Compensation Plan that provides such salaries as necessary for the County to recruit, select, and retain qualified management, supervisory, administrative and professional employees; that recognizes employee performance, growth, and development; that maintains an appropriate internal relationship between job title and employees based on job responsibilities, qualifications, and authority; and that maintains parity between equivalent exempt and nonexempt positions.

C. The Personnel Officer is responsible for developing and recommending compensation plan adjustment recommendations to the Multnomah County Board of Commissioners (hereinafter "Board").

Section 2. DELETION, REVISION, AND ADDITION OF JOB TITLES AND RANGES.

A. Duties formerly performed by the job titles below are being performed by other positions, due to reorganizations. The following job titles established in Exhibit A of Ordinance No. 709 are hereby deleted:

- Community Development Manager
- Community Action Program Administrator
- Community Action Program Supervisor
- Electrical Supervisor
- Health Services Manager, Senior
- Transportation Planning & Operations Supervisor

B. The following job titles and salary ranges are hereby added to Exhibit A of Ordinance No. 709, effective July 1, 1992:

<u>Job Title</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
Co-Principal Investigator	45,644	54,789	63,914
Department Director, DOH *	55,248	66,315	77,360
Housing/Community Svc Manager *	43,493	52,200	60,886
Housing/Community Svc Prog Admin	34,055	40,883	47,690
Youth Librarian/Branch Supervisor	30,902	37,083	43,263

\*Unclassified, non-Civil Service position pursuant to MCC

3.10.100

C. The following job titles are revised, with no change in salary ranges:

<u>Old Job Title</u>	<u>New Job Title</u>
Department Director, DHS *	Department Director, DSS *
Fleet & Electronics Manager *	Fleet & Sprt Svcs Mngr *
Management Assistant, DHS *	Management Asst, DSS *
Purchasing Agent *	Purchasing Manager *
Transportation Plan/Opr Admin	Trnsp Planning Admstr

\*Unclassified, non-Civil Service position pursuant to MCC 3.10.100.

Section 3. SPECIAL ADJUSTMENTS.

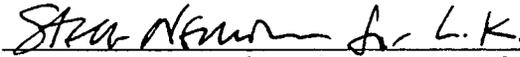
The following employees shall receive a one-time salary adjustment, effective July 1, 1992, to the following annual salary rates. These adjustments are necessary to maintain appropriate internal relationships between managers and their subordinates.

<u>Employee Name</u>	<u>Job Title</u>	<u>Salary</u>
Brouillard, Kirby	Lieutenant	52,346
Slyter, Thomas	Major/Cor	59,717

ADOPTED This \_\_\_\_\_ day of \_\_\_\_\_, 1992, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

By \_\_\_\_\_  
 Gladys McCoy, Chair  
 MULTNOMAH COUNTY, OREGON

REVIEWED:

  
 Laurence Kressel, County Counsel  
 of Multnomah County, Oregon

531E

Meeting Date: AUG 06 1992

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement

BCC Informal August 4, 1992 BCC Formal August 6, 1992  
(date) (date)

DEPARTMENT Non-Departmental DIVISION Finance

CONTACT Patrick Brun TELEPHONE 248-3312

PERSON(S) MAKING PRESENTATION Patrick Brun

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 - 20 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

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

Intergovernmental Agreement between Multnomah County and State of Oregon. This agreement provides travel management services to County through State Department of General Services contract.

8/6/92 CONTINUED to 8/13/92  
8/7/92 ANNOTATED TO PATRICK BRUN

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER 

BOARD OF  
COUNTY COMMISSIONERS  
1992 JUL 27 PM 4:14  
MULTNOMAH COUNTY  
OREGON

(All accompanying documents must have required signatures)



### CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500083

Amendment # \_\_\_\_\_

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

Department Non-Departmental Division Finance Date July 17, 1992

Contract Originator Patrick Brun Phone x3316 Bldg/Room 106/1430

Administrative Contact Theresa Sullivan Phone x3312 Bldg/Room 106/1430

Description of Contract Provide travel management services to County through Department Contract. Away Travel #1675, American Express #2158, City Corp Diner's Club #2159

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name Oregon, St. of, General Services

Mailing Address 1225 Ferry Street NE  
Salem OR 97310

Phone (503)378-4642

Employer ID# or SS# N/A

Effective Date Date of Execution

Termination Date June 30, 1993

Original Contract Amount \$ 0

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) \_\_\_\_\_

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Remittance Address \_\_\_\_\_ (If Different)

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

- Lump Sum \$ \_\_\_\_\_  Due on receipt
- Monthly \$ \_\_\_\_\_  Net 30
- Other \$ Revenue  Other \_\_\_\_\_

Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

Requirements Not to Exceed \$ \_\_\_\_\_

Encumber: Yes  No

Date 7/22/92

Date \_\_\_\_\_

Date 7-27-92

Date 8/1/92

Date \_\_\_\_\_

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											

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

INTERAGENCY AGREEMENT

between

MULTNOMAH COUNTY

and

THE OREGON DEPARTMENT OF GENERAL SERVICES

This agreement is between the State of Oregon, acting by and through the Oregon Department of General Services, hereafter called the "Department", and the State of Oregon, acting by and through Multnomah County, hereafter called "County".

1. Scope of Services:

This agreement provides travel management services to County through Department contract.

2. Responsibilities of County:

A. County shall provide designated liaison for travel management activities, including membership on the Travel Advisory Council and/or the travel coordinators.

B. County shall abide by all terms and conditions of State Contract #1675 with Away Travel, State Contract #2158 with American Express, State Contract #2159 with City Corp Diner's Club Inc., and any other contracts signed by Department related to travel management services as shown in Attachments A, B & C, respectively.

C. County shall participate fully in travel management programs, contract administration and other related activities.

3. Responsibilities of Department:

Department shall provide contract administration services relating to travel management, as outlined in state contracts identified in 2.B. above and any other contracts signed by Department related to travel management services.

4. Payment Clause:

A. County agrees to equally share with Department revenue earnings generated under State Contract #1675 with Away Travel.

B. Under State Contract #1675, revenue earnings shall be based on the volume of air travel and the average revenue per transaction (ART). The ART is figured by dividing the total number of gross air sales by the total number of transactions over a month's period of time. See scaled chart below.

If the ART is Greater than...	But less than or Equal to	Percent Reimbursement
\$ 0	\$ 325	2.5%
\$ 325	\$ 375	3.0%
\$ 375	\$ 425	3.5%
\$ 425	\$ 475	4.0%
\$ 475	& above	4.5%

C. Revenues will be calculated and paid direct to County on a quarterly basis by the travel management service company under State Contract #1675 with Away Travel.

5. Term of Contract:

The term of this agreement will be from the date of execution and will end June 30, 1993. With the mutual consent of the Department and County, the contract may be extended for additional periods. The total term of the contract, including extensions may not exceed five years.

6. Termination:

The contract, including extensions, may be terminated by either Department or County upon 30 days' written notice.

7. Modification or Amendment:

This agreement may be modified or amended during the term of this agreement upon the mutual written agreement of the parties, and any such modification or amendment will be attached to and become a part of this agreement.

8. Indemnification:

County shall indemnify and hold harmless the Department from any damages, expenses, or cost of any kind or nature resulting from County's performance of work under this agreement.

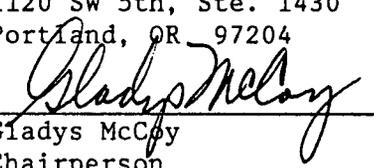
This Intergovernmental Agreement is executed on behalf of Multnomah County and the Department of General Services through the undersigned representatives on the dates indicated after their signatures hereto:

MULTNOMAH COUNTY, acting by and through the Board of County Commissioners

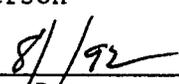
STATE OF OREGON, acting by and through the Department of General Services

Multnomah County  
1120 SW 5th, Ste. 1430  
Portland, OR 97204

Purchasing Division  
1225 Ferry Street SE  
Salem, OR 97310

  
Gladys McCoy  
Chairperson

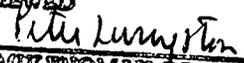
\_\_\_\_\_  
Sandra Burt  
Division Administrator

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
Date

TRVLAGR2/BAJ2  
BAJ/5-22-92

Department of General Services/Multnomah County Agreement  
Page 2 of 2

REVIEWED  
By   
MULTNOMAH COUNTY COUNSEL

Counterpart 1 of 3

ATTACHMENT A  
STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

COMMODITY CODE: 62960

SC NUMBER: 1675  
REVISION NUMBER: 001  
EFFECTIVE DATE: 01/01/92

SERVICE: PROVIDE TRAVEL MANAGEMENT SERVICES TO ALL STATE  
AGENCIES (INCLUDING STATE SYSTEM OF HIGHER  
EDUCATION) AND CERTAIN SPECIFIED POLITICAL  
SUBDIVISIONS

AGENCY: ALL STATE AGENCIES, AND CERTAIN  
SPECIFIED POLITICAL SUBDIVISIONS

CONTRACTOR: AWAY TRAVEL/CARLSON TRAVEL  
SEE SUPPLEMENTAL INFORMATION  
OR

TELEPHONE: (503) 926-8654 CONTACT: DAVE RICHARDS

PRICE: SEE SUPPLEMENTAL INFORMATION

TERMS: SEE SUPPLEMENTAL INFORMATION

CONTRACT PERIOD: JAN 1, 1992 THROUGH DEC 31, 1994

PERFORMANCE BOND: \$100,000

INSURANCE: COMMERCIAL LIABILITY \$1,000,000  
AUTO LIABILITY \$1,000,000  
EMPLOYEE DISHONESTY BOND \$25,000  
WORKERS COMPENSATION

CONTRACT ADMINISTRATION:

PURCHASING DIVISION - ANNA MCNEIL 378-4778  
DEPT. OF HIGHER ED. - HERB SPARKS - 737-0840  
EXECUTIVE DEPARTMENT - BARBARA CARRANZA - 378-3849

COMMENTS:

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CORRECTION MADE TO: PAGE 3 (TICKET DELIVERY); PAGE 5 (MANDATORY  
CONTRACT USAGE AND EXCEPTIONS).  
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IF SERVICES PROVIDED UNDER THIS CONTRACT ARE UNSATISFACTORY,  
ASSISTANCE MAY BE OBTAINED BY SUBMITTING A PURCHASING PERFORMANCE REPORT  
(FORM NO. 125-3001) TO THE QUALITY ASSURANCE UNIT OF THE PURCHASING DIV.

THIS CONTRACT COVERS ONLY THOSE SERVICES LISTED.

DATE OF ISSUANCE: 12/06/91  
BID NO.: 10100004 91

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 2  
REVISION NUMBER: 001  
SC NUMBER: 1675

COMMODITY CODE: 62960

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CONTRACT SUMMARY

WORK TO BE PERFORMED: Contractor shall provide all personnel, labor, equipment, materials and supplies to furnish complete travel management services on this contract. The only service exceptions will be international travel and charter services, which will be optional-use items at the State's discretion. (See Mandatory Contract Usage.)

POLITICAL SUBDIVISIONS: certain political subdivisions desire to participate in this contract as named below:

Lane County  
Multnomah County  
Washington County

For purposes of this contract, participating political subdivisions will have the status of all other state agencies. Throughout this document, the word "State" is defined to include these participating subdivisions as well as state agencies. NO POLITICAL SUBDIVISION WHO IS NOT SPECIFICALLY NAMED IN THE CONTRACT DOCUMENT MAY PARTICIPATE IN THIS CONTRACT UNLESS SPECIFICALLY ADDED TO THE CONTRACT THROUGH AMENDMENT.

The Department of General Services, Purchasing Division, is the issuing office for this contract. All questions and/or correspondence pertaining to this contract shall be directed to:

Anna McNeil  
Purchasing Division  
Department of General Services  
1225 Ferry Street SE  
Salem, OR 97310

PHONE (503) 378-4778  
FAX (503) 373-1626

CONTRACTOR'S RESPONSIBILITIES

The following are the MINIMUM SERVICE REQUIREMENTS to be provided by Contractor:

TRANSPORTATION: Contractor shall schedule, book and ticket air, rail and ground transportation at the lowest available fare to meet the arrival/departure times and destinations required by the traveler. See TRAVEL AGENCY GUIDELINES (attached) for more details on this item.

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

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**SEATING ASSIGNMENTS:** When making bookings, Contractor shall help traveler to arrange seating assignments, as possible. Contractor cannot be held responsible for changes made by airlines or other carriers that are out of Contractor's control.

**LODGING:** Contractor shall schedule and arrange lodging accommodations as required to meet the needs of the traveler at the most economical cost to the State.

**CAR RENTALS:** Contractor shall make car rental reservations as required using rates that provide the lowest cost to the State.

**GROUP TRAVEL:** Contractor shall arrange group travel services as required for any size group, including athletic teams, at the most economical cost to the State. (See Mandatory Contract Usage clause for exceptions.)

**TICKET DELIVERY:** Contractor shall deliver tickets to designated locations by messenger or mail. If necessary, Contractor shall arrange EMERGENCY ticket pick-up (usually to be picked up at the point of departure ie. an airport) at no additional cost to the State other than the airline's customary surcharge for such a service.

(Note: The direct cost of "RUSH" deliveries, requested by the State, that require overnight/express delivery service or other means than the regular delivery service shall be charged to the requesting agency.)

**TOLL FREE TELEPHONE SERVICE:** Contractor shall provide 24-hour toll free telephone service to the State agencies and travelers.

**FARE MONITORING:** Contractor shall provide procedures to monitor fares on a scheduled basis for the reissuing of tickets where fares have decreased and to issue tickets prior to fare increases.

**AGENCY PROCEDURAL REQUIREMENTS:** There are over 100 state agencies, boards, commissions and institutions involved in this contract. Contractor will be required to handle and accommodate individual agency requirements and procedures to ensure all travel booked is authorized. Contractor will use the policy TRAVEL AGENCY GUIDELINES as applicable.

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

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**MANAGEMENT REPORTS:** Contractor shall provide monthly management reports as requested by agencies, including information on savings, carriers utilized, sales per carrier, destination per carrier, why lowest fare was not used, lodging and rental car reservations, and other travel experience data that will permit improved management and planning of State travel expenditures.

**CONSULTATION/NEGOTIATION:** Contractor shall provide management consultation to the State about such topics as the effects of deregulation, computer technology and all aspects of travel management and planning. Contractor shall initiate and provide assistance in negotiating discounted rates with airlines, hotels and car rental companies, based on State travel volume and needs.

**TRAINING/ORIENTATION:** Contractor shall provide group orientation sessions at agency request. Contractor shall train State staff on site as needed to facilitate and coordinate travel planning and management at the agency level. In addition, Contractor shall be required to help plan, prepare and present programs on timely, travel-related topics at the Quarterly Travel Coordinator meetings. These meetings are currently held in Salem, and all agencies that participate in this contract are invited to send representatives. (Currently there are over 150 designated Travel Coordinators in this group.)

Contractor shall also be required to attend and participate in the regular meetings of the Travel Management Advisory Council, a group of agency representatives who assist the state in policy-making and planning tasks relating to travel management. This group currently meets as needed in Salem.

**Training materials:** Contractor shall be expected to provide all training materials, travel information or other program materials as needed to all participants of any training/planning session as described above. A regular newsletter focused on the needs of the State traveler is optional and if offered, must be produced on paper containing the minimum state standard of recycled materials.

**QUALITY ASSURANCE:** Contractor shall provide procedures to monitor the quality and costs of travel services provided under this contract on a continuous basis. This will include a staff training and transaction inspection system that covers all services performed and a method for identifying and correcting deficiencies. This program must also include a complaint resolution system that handles problems and complaints quickly and effectively.

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

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**FACILITIES AND STAFFING:** Contractor shall provide sufficient facilities and staffing to assure prompt, reliable service to the State. Staff assigned to provide service to state travelers shall be fully trained in the service needs of the State before they are assigned to provide services under this contract.

**BILLING:** Contractor shall establish procedures that conform to generally accepted accounting and auditing principles to ensure that billings are for State authorized travel only. All domestic airfare shall be charged to the agency's correct central billing charge account which will be provided to each agency under a separate contract. All personal travel shall be charged to the traveler, without exception.

**RECONCILIATIONS:** Contractor shall provide necessary information to enable agencies to reconcile all charges on central billing charge accounts maintained by the State.

**FARE QUOTES:** Contractor shall provide documented air fare quotes for use by State travelers, who travel by other means than flying, to support "in lieu of" reimbursements.

**INTERNATIONAL TRAVEL SERVICES:** Contractor shall provide complete international travel assistance for travelers, including air and ground transportation arrangements, air-fare pricing information, lodging arrangements, information/help with currency exchange rates, visas, passports, health requirements, group travel, etc.

**CHARTER SERVICES:** Contractor shall arrange charter services, ie. air and bus transportation as required for individuals and groups, including athletic programs, at the most economical cost to the State, given the schedule of the group.

**PREFERENTIAL LODGING RATES:** Contractor arranges and maintains access for state travelers to use national consortiums or other systems that provide preferential hotel rates, discounts on first-night stay and/or access to "blocked" rooms.

**MANDATORY CONTRACT USAGE AND EXCEPTIONS:** All state agency personnel shall use this contract to obtain travel services for all domestic air travel, both within the state and out-of-state. This includes clients, children and others who are in the care custody or control of the state while traveling. However, there will be occasions where it is not practical to use the Contractor to make arrangements. These situations will be dealt with on a case-by-case basis. The procedure that the State will follow when and if it needs to purchase travel services elsewhere is as follows:

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

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NOTE: This policy does not apply when travel is arranged and paid for by a third party and no state reimbursement is made.

AGENCY EXCEPTION REQUEST FORM: Designated travel coordinators will be provided with an agency travel exception request form to use when requesting Contractor review/release of travel arrangements.

TRAVEL EXCEPTION REQUEST PROCEDURE:

1. The agency contacts Contractor for an initial quotation.
2. If the agency finds a lower price or better arrangements through another source, they shall contact Contractor and provide all pertinent information. Contractor shall evaluate the information and has the option to match the offer and make the same arrangements or to release the agency to book its arrangements elsewhere.

INVOICING AND PAYMENT: All airline fares will be paid for at the time booking is made by charging them to the State credit billing system. Bookings will be made in accordance with the policy, TRAVEL AGENCY GUIDELINES. All other costs will be paid by the agency or employee. Employees who are authorized to have a state- traveler credit card will be encouraged to use that card to charge other services at the time of booking, arrival or departure, in accordance with the usual and customary policy of the circumstances.

AGENCY ACCOUNTS: Contractor may set up accounts for agencies to use for charging services other an airfare, on an agency by agency basis. However, Contractor is not obligated to do so. If Contractor sets up a charge account for any agency, Contractor shall invoice in accordance with Contractor's standard policy (ie. monthly for services performed or upon completion of each transaction.) The agency shall then make payment to Contractor in accordance with its regular payment procedure.

PERFORMANCE: Contractor shall perform all services required by this contract within the time specified in this contract, including extensions.

All services shall be performed int the most highly professional manner, and in accordance with the utmost industry standards. Unless the means or methods of performing a task is specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry.

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DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

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Failure to meet the performance requirements of this contract shall constitute breach of contract.

The State, by written notice to Contractor, may cancel the whole or any part of this contract:

- A. If Contractor fails to provide the services required by this contract within the time specified or fails to perform any other provision of this contract; and
- B. If Contractor, after receipt of written notice from the State, fails to correct such failures within the number of days specified in the written notice.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**CONTACT PERSONS:** Contractor shall designate one or more person(s) responsible for Contractor's work under this contract. Contractor shall provide to State the names, addresses and telephone numbers of such person(s) and shall keep this information current at all times. Should contact with such person(s) require long distance calls, the State reserves the right to call collect.

**TERMINATION:** The contract, including extensions, may be terminated by mutual consent of both parties, or by the State at its discretion, upon 90 days' written notice.

**CONTRACT EXTENSION:** At the option of the State, the contract may be extended for additional periods upon 30 days' written notice to Contractor. The total term of the contract, including extensions, may not exceed five years, in accordance with Exemption Order 0205.

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

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FACILITIES AND LOCATIONS

Away Travel/Carlson Travel  
3 SE Monroe Parkway  
Lake Oswego, Or 97035  
Hours: 8:00 AM - 5:30 PM Mon-Fri  
Phone: (503) 635-9201  
800-634-2306  
FAX: (503) 636-0989

Away Travel/Carlson Travel  
10230 SW Washington Square Rd.  
Portland, Or 97223  
Hours: 8:00 AM - 5:30 PM Mon-Fri  
Phone: (503) 620-3636  
800-624-4865  
FAX: (503) 620-5406

Away Travel/Carlson Travel  
350 Mission St NE  
Salem, Or 97302  
Hours: 8:00 AM - 5:30 PM Mon-Fri  
Phone: (503) 370-7442  
800-289-2959  
FAX: (503) 370-7320

Carlson Travel  
729 NE Oregon St. STE 110  
Portland, Or 97232  
Hours: 8:00 AM - 5:30 PM Mon-Fri  
Phone: (503) 239-9136  
800-348-5168  
FAX: (503) 239-9161

Away Travel/Carlson Travel  
429 E. Main  
Monmouth, Or 97361  
Hours: 8:00 AM - 5:30 PM Mon- Fri  
Phone: (503) 838-3313  
800-826-7734  
FAX: (503) 838-4202

Explorer Travel Service  
521 E Main St  
Ashland, Or 97250  
Hours: 8:00 AM - 5:30 PM Mon-Fri  
Phone: (503) 488-0333  
800-242-2929  
FAX: (503) 488-1120

Away Travel/Carlson Travel  
1545 NW Monroe St.  
Corvallis, Or 97330  
Hours: 8:00 AM - 5:30 PM Mon- Fri  
Phone: (503) 757-9792  
800-334-2929  
FAX: (503) 758-1631

Sunshine Travel  
719 Main St  
Klamath Falls, Or 97601  
Hours: 8:00 AM - 5:30 PM Mon-Fri  
Phone: (503) 884-5141  
800-344-9911  
FAX: (503) 883-8183

Away Travel/Carlson Travel  
801 SE Chicago St.  
Albany, Or 97321  
Hours: 8:00 AM - 5:30 PM Mon-Fri  
Phone: (503) 928-8828  
800-937-2959  
FAX: (503) 926-8825

Away Travel/Carlson Travel  
800 Olive St  
Eugene, Or 97401  
Hours: 8:00 AM - 5:50 PM Mon-Fri  
Phone: (503) 687-2250  
800 242-2929  
FAX: (503) 343-8054

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

ATTACHMENT B

COMMODITY CODE: 62960

SC NUMBER: 2158

SERVICE: BUSINESS CHARGE CARD SYSTEM FOR BUSINESS TRAVEL

AGENCY: ALL STATE OF OREGON AGENCIES, AND THE  
COUNTIES OF LANE, MULTNOMAH & CLACKAMAS

CONTRACTOR: AMERICAN EXPRESS TRAVEL  
16040 CHRISTENSEN RD STE 104  
SEATTLE WA 98188

TELEPHONE: (206) 248-4222 CONTACT: MS. KIM BATSON

PRICE: NO CHARGE TO USE CARD, NO ANNUAL FEE.

TERMS: SEE CONTRACT SUMMARY

CONTRACT PERIOD: MAY 4, 1992 THROUGH DEC 31, 1994

PERFORMANCE BOND: NONE REQUIRED

INSURANCE: COMPREHENSIVE GENERAL LIABILITY \$ 5,000,000  
AUTOMOBILE LIABILITY 1,000,000

CONTRACT ADMINISTRATION:  
ANNA MCNEIL, DGS PURCHASING, 378-4778

COMMENTS: THIS CONTRACT IS OPTIONAL FOR AGENCIES TO USE.

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IF SERVICES PROVIDED UNDER THIS CONTRACT ARE UNSATISFACTORY,  
ASSISTANCE MAY BE OBTAINED BY SUBMITTING A PURCHASING PERFORMANCE REPORT  
(FORM NO. 125-3001) TO THE QUALITY ASSURANCE UNIT OF THE PURCHASING DIV.

THIS CONTRACT COVERS ONLY THOSE SERVICES LISTED.

DATE OF ISSUANCE: 05/04/92  
BID NO.: 10100002 92

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

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COMMODITY CODE: 62960

SC NUMBER: 2158

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This contract is OPTIONAL for agencies to use.

**BUSINESS CHARGE CARD SYSTEM:** Contractor shall issue plastic nonrevolving charge cards to designated employees who qualify for them under Contractor's approval guidelines. Cards are to be used by employees for business travel purposes only. Cards shall be issued in the name of the employee, with the agency name shown on the card when requested by the agency.

**PARTIES TO THE CONTRACT:** This includes the Oregon State System of Higher Education and all boards and commissions duly authorized to operate as State agencies. Also, the following political subdivisions are authorized to participate in this contract:

Lane County  
Multnomah County  
Washington County

For purposes of this contract, the above named participating political subdivisions will have the status of all other state agencies. Throughout this contract, the word "State" is defined to include these participating subdivisions as well as State agencies. NO POLITICAL SUBDIVISION WHO IS NOT SPECIFICALLY NAMED IN THE CONTRACT DOCUMENT MAY PARTICIPATE IN THIS CONTRACT UNLESS SPECIFICALLY ADDED TO THE CONTRACT THROUGH FORMAL AMENDMENT.

**EFFECTIVE DATE:** Contractor shall have accounts for Business Charge Card system in place within a reasonable time after contract effective date.

**SERVICE/TRAINING:** Contractor will appoint an experienced implementation team to conduct employee seminars and develop customized information materials to ensure the maximum benefit to the State and the employees. Each State agency will appoint a program administrator to work as a liaison between that agency and American Express. The program administrator will coordinate, with Contractor's implementation team, their agencies' needs and assist Contractor in the definition of agency policy identifying potential cardholders and notifying those employees regarding orientation meetings. Contractor will design implementation schedules for each agency at specified locations. Contractor will offer general sessions for each agency to outline agency policies, address specific travel charge card questions and issue travel charge card applications. Handouts will be provided as a detailed reinforcement stating how to fill out the custom application, the time frame for receiving a card, the billing procedure and fiscal responsibilities.

**INVOICING and PAYMENT:** Each expense report shall include a receipt showing:

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

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- Cardmembers name and account number
- Date of the transaction
- Name of the establishment
- Dollar amount of the expenditure
- Signature of the employee
- Area set aside on the back to provide detailed documentation of the expense.

Monthly statements to each cardholder will show:

- Previous balance
- New charges and other debits
- Payments and other credits
- Cut-off date for the processing of charges, payments and credits.

Each statement is supported by the descriptive billing of all activity associated with the account during a particular billing period.

To help reconciliation of accounts, Contractor provides a hard copy of all charges and credits associated with the billing with the statement. For items submitted to Contractor in non-hardcopy form, Contractor will generate a facsimile of the original item. This will normally occur for car rental charges and some service station charges.

Contractor suggests expense reports be submitted within at least 5 business days of the conclusion of a trip or reporting period. Charges incurred through the use of the corporate charge card shall be billed directly to the employee. The employee is responsible for paying all charges incurred.

On approximately the 30th of each month, individual cardmembers will receive a statement from Contractor. The employees shall then reconcile their statements and submit payment for the total amount due directly to Contractor. Funds for payment to Contractor will be obtained through the normal expense reporting and reimbursement process. At the same time that employees receive their monthly statement from Contractor, the State of Oregon receives various management reports which provide complete audit and management information to facilitate control, planning and cost reductions in direct and indirect travel costs.

No interest is charged; however, a delinquency charge is assessed when accounts are 60 days or more past due.  
OVERDUE ACCOUNTS: Approximately seven days after the monthly cut-off date, each cardmember receives a statement from Contractor. Terms are "payable upon receipt," however, when payment is received before the next billing cut-off date, the account is considered current.

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DEPARTMENT OF GENERAL SERVICES  
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Thus, the cardmember has approximately 23 days to remit payment in order to stay current.

When a charge is first included within an unpaid "Previous Balance" on a monthly statement, it is considered 30 past due. The statement will include a message reminding the individual that payment is overdue. Contractor does not suspend or cancel accounts that fall 30 days past due, nor assess a delinquency fee.

Once a balance of \$50 or more has been included within an unpaid "Previous Balance" for a second time (60 days past due), it will be considered seriously delinquent and a delinquency assessment of \$15 or 2-1/2%, whichever is greater, will be added to the statement for that portion of the billings which is 60 days past due. At this time, Contractor will normally suspend, but not cancel, an individual's ability to charge.

Once a balance ages 90 days past due, or charges are included within an unpaid "Previous Balance" for a third time, Contractor applies a delinquency charge of 2-1/2% to all non-current balances. Delinquency assessments will not exceed the maximum allowed by law. At 90 days past due, Contractor will cancel an individual's card. Additionally, Contractor reserves the right to accelerate the suspension/cancellation time frames if the cardmember displays a pattern of late or dishonored payments.

REIMBURSEMENT OPTIONS:

Individual Billing/Central Payment Option: Under this option, the State pays all APPROVED charges billed to cardmembers with a single payment. Cardmembers still receive and reconcile their monthly bill and pay Contractor directly for all unapproved charges. The State pays Contractor the amount equal to all approved charges on cardmembers expense reports. Payment may be made by check to a Remittance Center or electronically via wire transfer.

For automated system for reporting, processing, reconciling and reimbursing corporate travel expenses, the Expense Management System (EMS) is available. To use it, a telecommunications link with Contractor's computer network is needed. There is no software to buy and the only requirement is that existing equipment be IBM compatible. In using the EMS, an agency can key in expense report data centrally, allow employees to key it themselves or have employees fill out expense reports manually, for keying by support staff. Once the EMS report is verified, a draft can be prepared by Contractor that is drawn on the State's bank account and payable to the employee, or the employee can be credited through an electronic funds transfer to his or her account.

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CUSTOMER SERVICE (TSC): Toll-free telephone number: 800-528-2122, available 24 hours a day, 7 days a week. Use this number for disputes, inquiries, problems and emergency assistance. The Cardmembers Guide, available from Contractor, contains descriptions of additional customer services available.

LIABILITY: State will be responsible for duly authorized charges only.

LOST/STOLEN CARDS Cardmembers can obtain a replacement card on the same day requested or by the next business day through most of American Express' over 1,700 travel service offices, representative offices or card service centers. The white pages of every city's phone book lists the Contractor's 800 number. These offices will either emboss a replacement card on the spot, or refer the cardmember to an alternate office for pickup. If there is no on-site embossing location in the vicinity, a replacement card can be sent via a representative office by the next business day. The cardmember will be required to provide positive identification at the time the card is picked up or delivered. The cardmember is not liable for any charges resulting from unauthorized use.

MANAGEMENT REPORTS: Each agency's management may choose from the following standard corporate card management information reports:

- Two Monthly Account Control (MAC) Reports, a Cardmember Activity Report, Cardholder Listing, and Vendor reports.

At approximately the same time the employees receive their bill, management will receive what is referred to as a Monthly Account Control (MAC) Report. The two types of MAC reports are Detailed and Consolidated. The purpose of the MAC report is to provide the individuals responsible for overseeing travel expenditures, the ability to monitor the account activity of those employees who have been issued an American Express Cards.

The DETAILED report includes:

- Account Status: A recap showing one-line totals for charges, account aging, and inactive/active cards.
- Financial Analysis: The charge and credit activity of those employees issued cards in account number order and their aging order.
- Breakpoint Analysis: An optional listing of cardmembers that exceed spending limits set by the State of Oregon. Breakpoint options are: \$500-\$999; \$1,000-\$2,499; \$2,500-\$4,999; and \$5,000+.

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- Cardmember Reference. An alphabetical listing of cardmembers, including account numbers, dates/reasons for canceled/reinstated card, enrollment date, 12-month aging and total charges data, average monthly charges and page cross reference.

The system is designed in such a manner that Contractor has the capability of breaking out the report according to each agency's structure. In most cases, users are able to minimize the involvement of central staff while maximizing the control procedures.

CARDMEMBER ACTIVITY REPORT: Each agency will receive a detailed listing of all cardmembers' charge/credit activity for each billing period. This provides a printout of original charge activity including name and location of the service establishments and original currency of charge item.

ALPHA/NUMERIC LISTING: These listings are produced on a monthly or quarterly basis to facilitate cross-referencing between cardmember name and American Express account numbers. One list is in alphabetical order by employees' last names. The other is in American Express account number sequence.

ENHANCED VENDOR ANALYSIS REPORTS: These reports are being implemented in 1992. These can provide the State of Oregon with an accurate profile as to how and where travel dollars are being spent. These reports can be produced monthly, quarterly, semi-annually and annually. They detail expenses by cardmember account number and vendor location, and summarize expenses by vendor within each expense category. The summary totals show monthly and year-to-date figures and can run concurrently with the State of Oregon's fiscal year.

CUSTOMIZED REPORTS:

- On-Line Access is available to allow travel managers to access, through passwords, the entire data base (for senior level staff) or for department level data only, for management staff within specific divisions or locations. The On-Line Access will allow the State to access its own cardmember data, and design management reports in any format desired.
- Report on Request. American Express Operations maintains a software unit dedicated to addressing the custom reporting requirements of its customers. This unique service will allow the State of Oregon the option to create customized reports, should the standard Management Information not accommodate its needs. Turnaround time on requests varies depending on the complexity of

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the request and availability of pertinent data. These reports will be available to the State of Oregon at no additional charge.

American Express MIS reports are available in hard copy, diskette, magnetic tape, microfiche, cartridge, electronic transfer or through On-Line Access.

CHARGE CARD ACCEPTANCE: The American Express Card is accepted at:

LODGING: All major hotel chains as well as most independent roperties frequented by business travelers. Over 200,000 lodging establishments accept American Express, over 85,000 of which are in the United States.

RESTAURANTS: Over 385,000 restaurants, 145,000 of which are in the U.S.

CAR RENTAL: Every car rental company normally utilized by the business traveler.

TAXI CABS: Many taxi cabs and hired cars all across the U.S.

SERVICE STATIONS: Over 100,000 service stations around the country, including stations of the following oil companies:

Chevron  
Gulf  
Exxon  
Marathon

Conoco  
Texaco  
Phillips  
Sunoco

Mobil  
FINA  
Unocal (Union 76)

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ATTACHMENT C

COMMODITY CODE: 62960

SC NUMBER: 2159

SERVICE: AIRFARE CHARGE SYSTEM FOR BUSINESS TRAVEL

AGENCY: ALL STATE OF OREGON AGENCIES, AND THE  
COUNTIES OF LANE, MULTNOMAH & WASHINGTON

CONTRACTOR: CITICORP DINERS CLUB  
183 INVERNESS DRIVE WEST  
3RD FLOOR  
ENGLEWOOD CO 80112

TELEPHONE: (800) 235-9575

CONTACT: DOUGLAS MYERS

PRICE:

TERMS:

CONTRACT PERIOD: MAY 4, 1992 THROUGH DEC 31, 1994

PERFORMANCE BOND:

INSURANCE: COMPREHENSIVE GENERAL LIABILITY	\$1,000,000
AUTOMOBILE LIABILITY INSURANCE	1,000,000
WORKERS COMPENSATION	

CONTRACT ADMINISTRATION:

ANNA MCNEIL, DGS PURCHASING, 378-4778  
DOUGLAS MYERS, CDC, (800) 235-9575 EXT. 2659  
JAMES E. MARTIN, CDC, (800) 235-9575 EXT 2698

COMMENTS:  
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IF SERVICES PROVIDED UNDER THIS CONTRACT ARE UNSATISFACTORY,  
ASSISTANCE MAY BE OBTAINED BY SUBMITTING A PURCHASING PERFORMANCE REPORT  
(FORM NO. 125-3001) TO THE QUALITY ASSURANCE UNIT OF THE PURCHASING DIV.

THIS CONTRACT COVERS ONLY THOSE SERVICES LISTED.

DATE OF ISSUANCE: 05/04/92  
BID NO.: 10100002 92

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This contract is mandatory for use by all State agencies when charging airfare. There are no membership fees required.

SCOPE OF CONTRACT: This contract is for Diners Club's Corporate Travel System (CTS), a non-plastic centrally billed account for the purpose of charging airfare for authorized State travel. Authorized employees may purchase and charge airline tickets to this account, utilizing the State's agreement no. 2159 with CITICORP DINERS CLUB for travel arrangements and reservations. Authorized employees shall purchase airline tickets and charge the fare to this account.

PARTIES TO THE CONTRACT: This includes the Oregon State System of Higher Education and all boards and commissions duly authorized to operate as State agencies. Also, the following political subdivisions are authorized to participate in this contract:

Lane County  
Multnomah County  
Washington County

For purposes of this contract, the above named participating political subdivisions will have the status of all other state agencies. Throughout this contract, the word "State" is defined to include these participating subdivisions as well as State agencies. NO POLITICAL SUBDIVISION WHO IS NOT SPECIFICALLY NAMED IN THE CONTRACT DOCUMENT MAY PARTICIPATE IN THIS CONTRACT UNLESS SPECIFICALLY ADDED TO THE CONTRACT THROUGH FORMAL AMENDMENT.

INVOICING AND PAYMENT: Contractor will bill each agency directly. State will be responsible for duly authorized charges only.

Billing formats are available in both hard copy and machine readable formats compatible with state agency systems.

Each agency is offered a choice of seventeen (17) billing cycles, to enable each agency to choose a billing cycle most compatible with its internal requirements. Payments are due 25 days from receipt of invoice. A late fee is assessed on all past due monies when an account is billed as 60 days past due (third billing notice). Late fees will be assessed in accordance with the State of Oregon Prompt Payment Act (ORS 293.462).

Contractor's CTS accounts enable agencies to take advance credit for unused tickets and other CTS transactions. In cases where the CTS account bill has already been rendered, an agency will not have to pay for tickets returned to the appropriate travel office. All an agency is required to do, is notify Contractor of unused tickets and send Contractor a copy of the charge refund notice.

EARLY PAYMENT DISCOUNT: This incentive is a tiered discount which

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increases as the timing of payment is accelerated. This discount is based on full payment of an entire outstanding account balance within a specified number of days after the statement billing date that is agreed upon. Discount options are:

Payment Received Number of Days After Billing Date	Discount Earned (In Basis Points)	Percentage
21+	-0-	-0-
16 - 20	20	.2%
11 - 15	30	.3%
6 - 10	40	.4%
0 - 5	50	.5%

One basis point is equal to 1/100th of one percent. The amount of discount earned will be calculated annually based on each month's payment activity.

The discount will be paid annually within 60 days after the end of the calendar year. The payment will consist of the sum of the monthly results.

Payments received between the dates shown on the discount table qualify for the discount at the lower level. For example, payment received 17 days after the billing date will qualify for the discount level of 20 days.

#### ELECTRONIC FUNDS REIMBURSEMENT SERVICE (EFRS)

The help maximize early payment discount offering, EFRS is available. This EFRS, the State of Oregon would make a single monthly disbursement to Diners Club, electronically. This is available as an option.

**Liability:** State of Oregon Cardmembers will automatically be covered with \$350,000 Travel Accident Insurance for all common carrier charges on their Diners Club charge. Coverage also extends to frequent flyer or other non-revenue tickets. Also, cardmembers receive \$1,250 excess baggage insurance for both checked and carry-on luggage any time an airline ticket is charged to Diners Club.

- \$350,000 Travel Accident Insurance. Diners Club cardmembers will each be insured automatically against accidental bodily injuries that are the sole cause of death or dismemberment while riding in, boarding or alighting from any aircraft or land or water conveyance operated by a common carrier licensed to carry passengers for hire, provided the travel fare has been charged to a Diners Club account or to a member company's Diners Club account (and provided the

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person traveling is an authorized traveler on that account).

If the ticket has been purchased or issued prior to departure from the terminal, coverage is provided for travel by common carrier (including taxi, bus, train or airport limousine) directly to the terminal. Coverage continues after arrival at the terminal of destination, during travel by common carrier from the terminal to the next destination.

Automatic Travel Accident is made available by Citicorp Diners Club Inc., but is provided by Federal Insurance Company, a member of the Chubb Group of Insurance Companies, Warren, NJ. This coverage is administered by Citicorp Insurance Services, Inc., Nashville, TN.

- \$1,250 Excess Baggage Insurance. Diners Club cardmembers are automatically covered for theft, loss or damage of baggage and personal effects contained therein, provided their fare has been charged to a Diners Club account. Coverage commences when the baggage is checked in or carried on to the common carrier by the cardmember (includes curbside checkout with Red Cap).

Excess Baggage coverage is provided by third-party insurers and administered by Interclaim, and is subject to certain clauses, conditions and exclusions. Diners club reserves the right to charge for insurance coverage in the future.

MANAGEMENT REPORTS: The Management Reporting System begins with a set of four core reports. These are:

1. Account Listing -- Serves as a basic reference guide to individual cardmember account numbers. Also provides a convenient means of updated cardmember assignments by cost center, department, region, etc.
2. Account Activity Summary -- Provides a detailed record of charge activity by each cardmember.
3. Projected Renewal Report -- Facilitates quick review of Corporate Cards coming due for renewal, and cancellation of inactive accounts.
4. 45/75 Day Delinquency Report -- Permits easy identification of potential abuse or misuse of charge privileges.

ADVANCED REPORTING CAPABILITIES: Contractor can provide the Management Information Reports needed to assist with specific facts of business travel:

- Overall Spending Analysis -- Reports that track all Diners Club account spending by individual traveler, by department, cost

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center, division -- in whatever manner the State of Oregon wishes to review its travel spending.

- Vendor Analysis -- Reports that track spending by geographic location, airline city pairs, etc.
- On-Line Access provides ability to systematically access a cardmembers corporate account information at the Citibank Nevada location. Access is restricted to client inquiry only. Clients may select from any of the following access options available:
  - \* Member Inquiry - Displays monetary (12 month credit, current and prior account balances, etc.) and non-monetary) demographic, account classifications, account status, etc.) information on three separate screens.
  - \* Account Activity - Displays current and past billed activity (individual transactions) detail for the prior twelve months. Each transaction is described with a dollar amount, transaction date, Diners Club reference number, establishment name and number as well as ticket number, passenger name, invoice number or rental agreement (if applicable).
  - \* Billing History - Provides a summary of all billed activity for each billing period during the past twelve months (provided there is an ending balance greater than zero). Monthly totals of the following information will be displayed per each billing statement:

Previous Balance	Payments
Returns	Credit Adjustments
Debit Adjustments	Travel Advances
Late Fees	New Member Fees
Renewal Member Fees	Charges
Payment Due	Past Due Balance
  - \* Centrally Billed Account Activity - Information is similar to "Account Activity" the difference being, only centrally billed transactions incurred by the sub-account are listed.

On-line Access requires that corporate clients utilize a communications network (i.e., CompuServe or IBM Information Network). Diners Club will coordinate all aspects of implementation as well as provide ongoing service support inclusive of contacting and resolving issues with the communications network.

- Vendor Information Analyzer System (VIA): This is a PC based reporting system that utilizes the monetary activity diskette, which is produced at accounting time. The diskette(s) is sent to

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the State after the billing period with the data to be processed by the VIA System. Once the VIA System has been updated, the State will then have the opportunity to create its own vendor reports by using menu options. Airline usage information is listed by amount. Selection can also be done by zip code range, city or state. The System may also be set up to allow clients to retain individual transactions by account with inquiry capability. The System generates information that can be used with a graphics system to generate graphs for presentations.

**SERVICE/TRAINING:** Contractor will work with the State and its travel agency to insure smooth and efficient implementation of these accounts through on-site meetings, training, and seminars.

**CHARGE ACCEPTANCE:** Acceptance is 100% among every major airline, every regional airline, and every international airline.

**CHARGES AND SPENDING LIMITS:** Spending limits are determined by spending and payment patterns. Contractor's policy is to suspend accounts which become 60 days delinquent and to cancel accounts at 90 days past due. Contractor will provide the State of Oregon with a listing of delinquent accounts approaching possible suspension/cancellation approximately two weeks prior to the 60/90 day billings. Suspension and cancellation decisions are made at the discretion of the Diners Club collections Department management, based on customer performance. Diner's Club reserves the right to conduct credit checks when deemed necessary.

Contractor will hold the individual state employee solely liable and responsible for any and all valid (non-disputed) charges incurred.

**INTEREST:** No interest or carrying charges may be assessed on current balances due. Interest may be assessed on past due bills as allowed under ORS 293.462.

**SPECIAL SITUATIONS:** If an agency is released to make travel arrangements through a source other than the travel management contractor, other payment arrangements may be made as appropriate.

Meeting Date AUG 06 1992

Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement to Provide Electronic Equipment  
Maintenance to the City of Gresham.

BCC Informal August 4, 1992 BCC Formal August 6, 1992  
(date) (date)

DEPARTMENT Environmental Services DIVISION Fleet and Electronic Serv.

CONTACT Tom Guiney TELEPHONE 248-5353

PERSON(S) MAKING PRESENTATION Tom Guiney

ACTION REQUESTED:

/ / INFORMATIONAL ONLY / / POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: YES

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

This Intergovernmental Agreement enables the County to provide electronic maintenance services to the City of Gresham on an ongoing basis. Revenues to the County for basic services are \$22,926 per year which will cover the increased costs to the County of providing these services.

*8/6/92 ORIGINALS to Tom GUINEY with copy of DES#1 UNANIMOUS CONSENT AND MOD*  
(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1992 JUL 24 AM 11:54



**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 300283

Amendment # \_\_\_\_\_

<p align="center"><b>CLASS I</b></p> <input type="checkbox"/> Professional Services under \$25,000	<p align="center"><b>CLASS II</b></p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center"><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>R-6</u> DATE <u>8/6/92</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b></p>
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Department Environmental Services Division Fleet & Electronic Services Date 7/15/92

Contract Originator Tom Guiney Phone 5353 Bldg/Room 425

Administrative Contact Tom Guiney Phone 5353 Bldg/Room 425

Description of Contract Intergovernmental Agreement to provide electronic equipment maintenance to the City of Gresham

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name City of Gresham

Mailing Address 1333 NW Eastman Parkway  
Gresham, OR 97030

Phone (503) 661-3000

Employer ID # or SS # \_\_\_\_\_

Effective Date Upon Execution

Termination Date 6/30/93

Original Contract Amount \$ 22,926 annually

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 21,015 first year

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$ \_\_\_\_\_  Other \_\_\_\_\_

Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) \_\_\_\_\_

County Counsel [Signature]

County Chair/Sheriff [Signature]

Contract Administration (Class I, Class II contracts only) \_\_\_\_\_

Encumber: Yes  No

Date 7-17-92

Date \_\_\_\_\_

Date 7-21-92

Date 8/6/92

Date \_\_\_\_\_

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	100	030	5930								
02.											
03.											

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

## INTERGOVERNMENTAL AGREEMENT

This CONTRACT, made and entered into as of the \_\_\_ day of \_\_\_\_\_, 1992, by and between Multnomah County (hereinafter referred to as "County") and the City of Gresham (hereinafter referred to as the "City").

### RECITALS

WHEREAS, the City desires to enter into a contract for the maintenance and repair of the City's entire radio communication system and miscellaneous electronic equipment;

WHEREAS, the County has the ability to provide for the maintenance and repair of the City's entire radio communication system and miscellaneous electronic equipment;

The parties agree as follows:

#### 1. SERVICES AND COMPENSATION

Multnomah County agrees to maintain and repair the City's entire radio communication system including base stations, repeaters, remote control units, mobile units, portable radios, local control stations, recorders, related equipment and other miscellaneous electronic equipment.

The equipment will be classified for purposes of this agreement as "contract equipment" and "non-contract equipment." "Contract equipment" is listed in "Attachment A." "Non-contract equipment" is any equipment not included in "Attachment A."

##### A. Contract Equipment

The City will pay the County a fixed monthly maintenance fee as shown on "Attachment A" for each unit of contract equipment. Services provided for these fees will include all parts and labor necessary to maintain and repair the equipment, excluding the following:

1. Antennas and feed lines
2. Batteries
3. Damage resulting from fire, theft, vandalism, acts of God, obvious physical abuse, and accidents.

Maintenance fees will be adjusted annually.

During the term of the Contract, the City may add or remove contract equipment from its communications system and "Attachment A" as necessitated by City requirements. Payment for such increased or decreased amounts will be made in accordance with the unit prices of similar equipment. Addition of equipment of a type not listed shall be subject to a negotiated maintenance cost.

All equipment will be maintained and repaired according to factory specifications and comply with the requirements of the Federal Communications Commission (FCC).

Service will be performed on site if practical. Prior approval shall be obtained if it is deemed necessary that equipment be removed to the County Shop. The County Shop shall provide normal after-hours security for any City electronic equipment held for service.

Replacement parts shall be new, identical to, meet, or exceed original manufacturer's parts.

In the event the City should elect to employ the County to maintain and/or repair obsolete equipment, that equipment will be classified as non-contract equipment and costs incurred shall be on a time and materials basis. For purposes of this contract, equipment will be considered obsolete when the estimated repairs equal or exceed the estimated value of the piece of equipment as determined by mutual agreement.

B. Non-Contract Equipment

The City may request work to be done on equipment not covered under this service contract. This work will be done on a time and materials basis. Prior to making repairs not covered under this contract, the County will submit an estimate and receive approval from an authorized representative prior to repairs/service. This estimate shall be made on a not to exceed basis. A listing of authorized City representatives will be provided to the County.

The City shall be provided, in writing, a fixed hourly rate of field time, shop time and overtime labor charges to be used for non-contract equipment. These rates will be adjusted annually.

The County shall prepare maintenance records for non-contract equipment including equipment number and City inventory control number, parts used, services performed, man-hours involved and the date and the time of day of such services. The County shall deliver a copy of these records to the appropriate City department with the quarterly invoices. This information will be used in billing verification.

The County shall document any changes or modifications of City equipment, i.e., wiring charts, schematic diagrams, etc. The documentation will become the property of the City of Gresham.

C. Time Requirements

Service for routine breakdowns and maintenance will be provided on a normal work week basis, Monday through Friday, 0800 to 1630 hours.

Response time for all routine failures of equipment shall be within 8 working hours after notification unless prior arrangements have been made with the City/Department.

All equipment serviced, including repairs, installations and removals, shall be completed in a timely manner not to exceed forty working hours, or one work week.

The County will be excused from the 40 working hour time span for reasons of unavailability of parts or unforeseen extenuating circumstances. The effected department will be notified of any delays beyond the established time.

In the event a fire vehicle is down or an extensive breakdown of equipment occurs that would place the City in a critical situation, the County can normally provide service on a 24 hour, 7 day a week basis. In this case, repair action shall be initiated within two hours of notification. If anticipated response time exceeds 2 hours, a phone call will be made by the County to the calling party within 30 minutes of the original trouble call advising what response time will be.

2. Billing and Payment

Invoice billings for contract equipment will be made quarterly within the first 30 days of the quarter. Payment will be made within 30 days of billing. Billings for non-contract equipment will be included on a separate invoice in the following quarter's billing, except that a year-end billing will be issued by July 15th for all work performed through June 30th and not previously billed. Billings will be made separately to each City Department.

Any discrepancies in billing, brought to the attention of the County or City, will be documented and corrected within 90 days of notice.

3. Insurance

The County is self-insured and maintains adequate reserves to protect it from claims under Workers' Compensation Acts and personal injury damage claims, including death and damage to property, which may arise from operations under the Contract. Insurance shall be in amounts not less than those provided by ORS 30.270.

4. Contract Duration

This Contract will be in effect from the contract execution date, through June 30, 1993, and will automatically renew for one year periods thereafter, unless terminated in accordance with the Contract's termination clause.

5. Termination Clause

This Contract may be terminated by mutual written agreement or by either party with a written ninety (90) day notice.

6. Modification

Any modification of the provisions of this Agreement will be reduced to writing and signed by the County's Director of Environmental Services and the City's City Manager.

7. Integration

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

Dated: \_\_\_\_\_, 199\_\_

CITY OF GRESHAM

By \_\_\_\_\_  
Gussie McRobert, Mayor

By \_\_\_\_\_  
J. Michael Casey,  
City Manager

By \_\_\_\_\_  
Joseph D. Parrott, Chief of Fire  
City of Gresham

By \_\_\_\_\_  
Arthur J. Knori, Chief of Police  
City of Gresham

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas Sponsler  
City Attorney

Dated: 8/6/, 1992

MULTNOMAH COUNTY, OREGON

By Gladys McCoy  
Gladys McCoy, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By Peter Lunn  
Assistant County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-6 DATE 8/6/92  
DEB BOGSTAD  
BOARD CLERK

July 2, 1992  
POLICE DEPARTMENT SUMMARY

<u>Equipment</u>	<u>Unit Price</u>	<u>Total Monthly</u>
56 Motorola MT500 portable radios	6.00	\$336.00
56 Motorola MT1000 portable radios	6.00	336.00
1 Motorola Saber portable radio	6.00	6.00
2 Motorola MH70 VHF portable radios	6.00	12.00
4 multi unit chargers for MT500	4.50	18.00
9 multi unit chargers for MT1000	4.50	40.50
6 single unit chargers for MT1000	.75	4.50
13 portable radio Convertacoms	4.00	52.00
8 Unex SK-1 earpiece	1.00	8.00
18 Motorola Syntor mobile radios	6.00	108.00
8 Motorola Maxar 80 mobile radios	6.00	48.00
6 Motorola Mostar mobile radios	6.00	36.00
33 Motorola Maxtrac 300 mobile radios	6.00	198.00
2 Motorola motorcycle radios	8.00	16.00
1 Motorola MCX1000 base station	9.00	9.00
3 Motorola remote controllers	3.00	9.00
1 VHF body wire set	15.00	15.00
1 Aiphone intercom system	3.50	3.50
30 electronic sirens	2.00	60.00
		<u>\$1315.50</u>

July 2, 1992

FIRE DEPARTMENT SUMMARY

33 Motorola portable radios	6.00	\$198.00
2 GE portable radios	8.00	16.00
17 Motorola mobile radios	6.00	102.00
7 GE mobile radios	7.00	49.00
1 Regency mobile radio	8.00	8.00
5 Receivers	5.00	25.00
5 Decoders	6.00	30.00
1 Motorola base radio	9.00	9.00
1 GE base radio	10.00	10.00
37 Convertacoms	4.00	<u>148.00</u>
		\$595.00

BUDGET MODIFICATION NO. DES #1

*Unanimous Consent  
for 8/6/92*

(For Clerk's Use) Meeting Date AUG 06 1992  
Agenda No. UC-1

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 8/6/92  
(Date)  
DEPARTMENT DES DIVISION F.R.E.D.S.  
CONTACT Tom Guiney TELEPHONE 5353  
\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Tom Guiney

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

Budget modification related to the IGA with the City of Gresham for providing electronic equipment maintenance.

(Estimated Time Needed on the Agenda)

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

The budget modification reflects \$21,015 in revenues to be received from the City of Gresham for electronics equipment maintenance during FY92/93 and allocates the revenue to temporary personnel, fringe benefits, insurance and supplies. The increased revenue equals the increased costs related to providing the services to the City of Gresham.

CLERK OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1992 JUN -5 11 08 25

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

General Fund increases \$21,015.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)  
Contingency before this modification (as of \_\_\_\_\_) \$ \_\_\_\_\_  
(Specify Fund) (Date)  
After this modification \$ \_\_\_\_\_

Originated By	Date	Department Director	Date
		<i>Paul Yarnough / bkw</i>	<i>7/16/92</i>
Finance/Budget	Date	Employee Relations	Date
<i>Chau Mlodrow</i>	<i>7/20/92</i>	<i>Donald H. Hensley</i>	<i>7/20/92</i>
Board Approval		Date	
<i>NEBORAH C. BOASTA</i>		<i>8/6/92</i>	



Meeting Date AUG 06 1992

Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement to Provide Electronic Equipment  
Maintenance to the City of Gresham.

BCC Informal August 4, 1992 BCC Formal August 6, 1992  
(date) (date)

DEPARTMENT Environmental Services DIVISION Fleet and Electronic Serv.

CONTACT Tom Guiney TELEPHONE 248-5353

PERSON(S) MAKING PRESENTATION Tom Guiney

ACTION REQUESTED:

INFORMATIONAL ONLY       POLICY DIRECTION       APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: YES

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

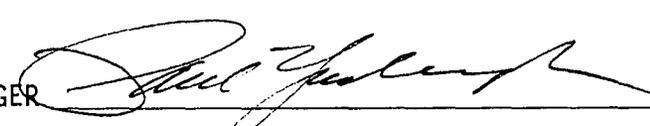
This Intergovernmental Agreement enables the County to provide electronic maintenance services to the City of Gresham on an ongoing basis. Revenues to the County for basic services are \$22,926 per year which will cover the increased costs to the County of providing these services.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER  \_\_\_\_\_

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1992 JUL 24 AM 11:54  
MULTI-COUNTY  
OREGON



**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 300283

Amendment # \_\_\_\_\_

<p align="center"><b>CLASS I</b></p> <input type="checkbox"/> Professional Services under \$25,000	<p align="center"><b>CLASS II</b></p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center"><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>R-6</u> DATE <u>8/6/92</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b></p>
--	---	---

Department Environmental Services Division Fleet & Electronic Services Date 7/15/92

Contract Originator Tom Guiney Phone 5353 Bldg/Room 425

Administrative Contact Tom Guiney Phone 5353 Bldg/Room 425

Description of Contract Intergovernmental Agreement to provide electronic equipment maintenance to the City of Gresham

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  ORF

Contractor Name City of Gresham  
 Mailing Address 1333 NW Eastman Parkway  
Gresham, OR 97030  
 Phone (503) 661-3000  
 Employer ID # or SS # \_\_\_\_\_  
 Effective Date Upon Execution  
 Termination Date 6/30/93  
 Original Contract Amount \$ 22,926 annually  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 21,015 first year

Remittance Address \_\_\_\_\_  
 (If Different) \_\_\_\_\_  
 Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_  
 Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$ \_\_\_\_\_  Other \_\_\_\_\_  
 Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**  
 Department Manager [Signature]  
 Purchasing Director \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel [Signature]  
 County Chair/Sheriff [Signature]  
 Contract Administration \_\_\_\_\_  
 (Class I, Class II contracts only)

Encumber: Yes  No   
 Date 7-17-92  
 Date \_\_\_\_\_  
 Date 7-21-92  
 Date 8/6/92  
 Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	030	5930								
02.											
03.											

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

## INTERGOVERNMENTAL AGREEMENT

This CONTRACT, made and entered into as of the \_\_\_ day of \_\_\_\_\_, 1992, by and between Multnomah County (hereinafter referred to as "County") and the City of Gresham (hereinafter referred to as the "City").

### RECITALS

WHEREAS, the City desires to enter into a contract for the maintenance and repair of the City's entire radio communication system and miscellaneous electronic equipment;

WHEREAS, the County has the ability to provide for the maintenance and repair of the City's entire radio communication system and miscellaneous electronic equipment;

The parties agree as follows:

#### 1. SERVICES AND COMPENSATION

Multnomah County agrees to maintain and repair the City's entire radio communication system including base stations, repeaters, remote control units, mobile units, portable radios, local control stations, recorders, related equipment and other miscellaneous electronic equipment.

The equipment will be classified for purposes of this agreement as "contract equipment" and "non-contract equipment." "Contract equipment" is listed in "Attachment A." "Non-contract equipment" is any equipment not included in "Attachment A."

##### A. Contract Equipment

The City will pay the County a fixed monthly maintenance fee as shown on "Attachment A" for each unit of contract equipment. Services provided for these fees will include all parts and labor necessary to maintain and repair the equipment, excluding the following:

1. Antennas and feed lines
2. Batteries
3. Damage resulting from fire, theft, vandalism, acts of God, obvious physical abuse, and accidents.

Maintenance fees will be adjusted annually.

During the term of the Contract, the City may add or remove contract equipment from its communications system and "Attachment A" as necessitated by City requirements. Payment for such increased or decreased amounts will be made in accordance with the unit prices of similar equipment. Addition of equipment of a type not listed shall be subject to a negotiated maintenance cost.

All equipment will be maintained and repaired according to factory specifications and comply with the requirements of the Federal Communications Commission (FCC).

Service will be performed on site if practical. Prior approval shall be obtained if it is deemed necessary that equipment be removed to the County Shop. The County Shop shall provide normal after-hours security for any City electronic equipment held for service.

Replacement parts shall be new, identical to, meet, or exceed original manufacturer's parts.

In the event the City should elect to employ the County to maintain and/or repair obsolete equipment, that equipment will be classified as non-contract equipment and costs incurred shall be on a time and materials basis. For purposes of this contract, equipment will be considered obsolete when the estimated repairs equal or exceed the estimated value of the piece of equipment as determined by mutual agreement.

B. Non-Contract Equipment

The City may request work to be done on equipment not covered under this service contract. This work will be done on a time and materials basis. Prior to making repairs not covered under this contract, the County will submit an estimate and receive approval from an authorized representative prior to repairs/service. This estimate shall be made on a not to exceed basis. A listing of authorized City representatives will be provided to the County.

The City shall be provided, in writing, a fixed hourly rate of field time, shop time and overtime labor charges to be used for non-contract equipment. These rates will be adjusted annually.

The County shall prepare maintenance records for non-contract equipment including equipment number and City inventory control number, parts used, services performed, man-hours involved and the date and the time of day of such services. The County shall deliver a copy of these records to the appropriate City department with the quarterly invoices. This information will be used in billing verification.

The County shall document any changes or modifications of City equipment, i.e., wiring charts, schematic diagrams, etc. The documentation will become the property of the City of Gresham.

C. Time Requirements

Service for routine breakdowns and maintenance will be provided on a normal work week basis, Monday through Friday, 0800 to 1630 hours.

Response time for all routine failures of equipment shall be within 8 working hours after notification unless prior arrangements have been made with the City/Department.

All equipment serviced, including repairs, installations and removals, shall be completed in a timely manner not to exceed forty working hours, or one work week.

The County will be excused from the 40 working hour time span for reasons of unavailability of parts or unforeseen extenuating circumstances. The effected department will be notified of any delays beyond the established time.

In the event a fire vehicle is down or an extensive breakdown of equipment occurs that would place the City in a critical situation, the County can normally provide service on a 24 hour, 7 day a week basis. In this case, repair action shall be initiated within two hours of notification. If anticipated response time exceeds 2 hours, a phone call will be made by the County to the calling party within 30 minutes of the original trouble call advising what response time will be.

2. Billing and Payment

Invoice billings for contract equipment will be made quarterly within the first 30 days of the quarter. Payment will be made within 30 days of billing. Billings for non-contract equipment will be included on a separate invoice in the following quarter's billing, except that a year-end billing will be issued by July 15th for all work performed through June 30th and not previously billed. Billings will be made separately to each City Department.

Any discrepancies in billing, brought to the attention of the County or City, will be documented and corrected within 90 days of notice.

3. Insurance

The County is self-insured and maintains adequate reserves to protect it from claims under Workers' Compensation Acts and personal injury damage claims, including death and damage to property, which may arise from operations under the Contract. Insurance shall be in amounts not less than those provided by ORS 30.270.

4. Contract Duration

This Contract will be in effect from the contract execution date, through June 30, 1993, and will automatically renew for one year periods thereafter, unless terminated in accordance with the Contract's termination clause.

5. Termination Clause

This Contract may be terminated by mutual written agreement or by either party with a written ninety (90) day notice.

6. Modification

Any modification of the provisions of this Agreement will be reduced to writing and signed by the County's Director of Environmental Services and the City's City Manager.

7. Integration

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

Dated: \_\_\_\_\_, 199\_\_

CITY OF GRESHAM

By \_\_\_\_\_  
Gussie McRobert, Mayor

By \_\_\_\_\_  
J. Michael Casey,  
City Manager

By \_\_\_\_\_  
Joseph D. Parrott, Chief of Fire  
City of Gresham

By \_\_\_\_\_  
Arthur J. Knori, Chief of Police  
City of Gresham

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas Sponsler  
City Attorney

Dated: 8/6/\_\_\_\_\_, 1992

MULTNOMAH COUNTY, OREGON

By Gladys McCoy  
Gladys McCoy, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By Peter Lumsden  
Assistant County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-6 DATE 8/6/92  
DEB BOGSTAD  
BOARD CLERK

July 2, 1992  
 POLICE DEPARTMENT SUMMARY

<u>Equipment</u>	<u>Unit Price</u>	<u>Total Monthly</u>
56 Motorola MT500 portable radios	6.00	\$336.00
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18 Motorola Syntor mobile radios	6.00	108.00
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1 Motorola MCX1000 base station	9.00	9.00
3 Motorola remote controllers	3.00	9.00
1 VHF body wire set	15.00	15.00
1 Aiphone intercom system	3.50	3.50
30 electronic sirens	2.00	60.00
		<u>\$1315.50</u>

July 2, 1992  
FIRE DEPARTMENT SUMMARY

33 Motorola portable radios	6.00	\$198.00
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1 Regency mobile radio	8.00	8.00
5 Receivers	5.00	25.00
5 Decoders	6.00	30.00
1 Motorola base radio	9.00	9.00
1 GE base radio	10.00	10.00
37 Convertacoms	4.00	<u>148.00</u>
		\$595.00





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION DIVISION  
1620 S.E. 190TH AVE.  
PORTLAND, OREGON 97233  
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

July 14, 1992

Board of County Commissioners  
Multnomah County Courthouse  
1021 SW Fourth Ave.  
Portland, OR 97204

RE: S.E. Hogan Road, No. 4974  
Improvements in the vicinity of Johnson Creek

Dear Commissioners:

Multnomah County has employed a consultant who is in the process of purchasing right of way for the construction of the above project.

To date, they have been unable to obtain the required right of way on three (3) parcels.

Therefore, it is the recommendation of this department that the Board of County Commissioners authorize the resolution for condemnation of the necessary right of way.

Very truly yours,

Paul Yarborough  
Director

PY:RP:cmk

9952V

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR  
MULTNOMAH COUNTY, OREGON

In the Matter of the Improvement of	)	RESOLUTION
S.E. Hogan Road, No. 4974	)	No. 92-135
_____	)	

The above-entitled matter is before the Board to consider the condemnation and immediate possession by Multnomah County of the real property hereinafter described for the purpose of improvement of S.E. Hogan Road; and

It appearing that the project has been planned and located in a manner which is most compatible with the greatest public good and the least private injury; and

It appearing that the real property hereinafter described are necessary for the improvement of S.E. Hogan Road; and

It appearing that it is necessary to acquire immediate possession of the property hereinafter described to allow construction to proceed and be completed on schedule within budgetary limitations, now, therefore,

BE IT RESOLVED by the Board of County Commissioners of Multnomah County that Multnomah County, by this Resolution, does hereby declare its intent to acquire said real property for the purposes hereinabove specified, and to acquire for road purposes over the real property situated in the County of Multnomah, State of Oregon, and described on Exhibit A attached hereto.

BE IT RESOLVED by the Board of County Commissioners as follows:

1. That the Board does hereby find and declare that it is necessary to acquire the property described herein for the improvement of S.E. Hogan Road, and
2. That in the event that no satisfactory agreement can be reached with the owners of the property as to the purchase price, legal counsel is hereby authorized and directed to commence and prosecute to final determination such proceedings as may be necessary to acquire on the property. Such action shall be in accordance with all applicable laws, rules, and regulations governing such acquisition; and
3. That upon final determination of any such proceeding, the deposit of funds and payment of judgment conveying the property to the County is hereby authorized; and
4. That the Board hereby finds that it is necessary to obtain immediate possession of such property to allow construction to proceed and be completed on schedule within budgetary limitations; and

5. Legal counsel is hereby authorized and directed to take such action in accordance with law to obtain immediate possession of the property; and
6. That there is hereby authorized the creation of a fund in the amount of the estimate of just compensation for each such property, which shall, upon obtaining possession of each such property, be deposited with the Clerk of the Court wherein the action was commenced for the use of the defendants in the action, and the Director of the Finance Division is authorized to draw a warrant on the Road Fund of the County in such sum for deposit.

DATED this 6th day of August, 1992.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON



By Gladys McCoy  
Gladys McCoy, Chair

LAWRENCE KRESSÉL, County Counsel  
for Multnomah County

By Peter Livingston  
Deputy County Counsel  
Peter Livingston

EXHIBIT A

Columbia Brick Works, Inc.

HOGAN ROAD  
South of Palmquist Road  
Item No. 89-323  
November 6, 1989

A parcel of land situated in the southwest one-quarter of Section 14, T1S, R3E, W.M., Multnomah County, Oregon, described as follows:

Beginning at the point of intersection of the north line of that tract of land conveyed to Columbia Brick Works, Inc., by deed recorded September 28, 1983, in Book 1695, Page 302, Deed Records of Multnomah County, Oregon, and the east right-of-way line of Hogan Road, County Road No. 608 (said right-of-way line lying 25.00 feet east, when measured at right angles, of the centerline of said Hogan Road); thence S 0°09'00" W along said east right-of-way line, a distance of 82.27 feet to a point; thence northeasterly along the easterly right-of-way line of proposed Hogan Road on the arc of a 1,230.33 foot radius curve to the left, through a central angle of 03°50'18", an arc distance of 82.42 feet (the chord bears N 03°25'11" E, 82.41 feet), to a point on said north line of Columbia Brick Works, Inc., tract; thence N 89°51' W along said north line, a distance of 4.70 feet to the true point of beginning.

Containing 231 square feet, more or less.

In addition to the above described parcel of land, an easement for the construction and maintenance of slopes, walls, drainage facilities and/or utilities is described as follows:

Commencing at the point of intersection of the north line of that tract of land conveyed to Columbia Brick Works, Inc., by deed recorded September 28, 1983, in Book 1695, Page 302, Deed Records of Multnomah County, Oregon, and the east right-of-way line of Hogan Road, County Road No. 608 (said right-of-way line lying 25.00 feet east, when measured at right angles, of the centerline of said Hogan Road); thence S 0°09'00" W along said east right-of-way line, a distance of 82.27 feet to the true point of beginning; thence continuing S 0°09'00" W along said east right-of-way line, a distance of 247.73 feet to a point on the south line of said Columbia Brick Works, Inc., tract; thence S 89°51' E along said south line, a distance of 5.00 feet; thence N 0°09'00" E along a line that is parallel to and 5.00 feet east (when measured at right angles) of said east right-of-way line of Hogan Road, a distance of 330.00 feet to a point on said north line of Columbia Brick Works, Inc., tract; thence N 89°51' W along said north line, a distance of 0.30 feet; thence southwesterly along said easterly right-of-way line of proposed Hogan Road, on the arc of a 1,230.33 foot radius curve to the right, through a central angle of 03°50'18", an arc distance of 82.42 feet (the chord bears S 03°25'11" W, 82.41 feet) to the true point of beginning.

Containing 1,419 square feet, more or less.

# EXHIBIT "A"

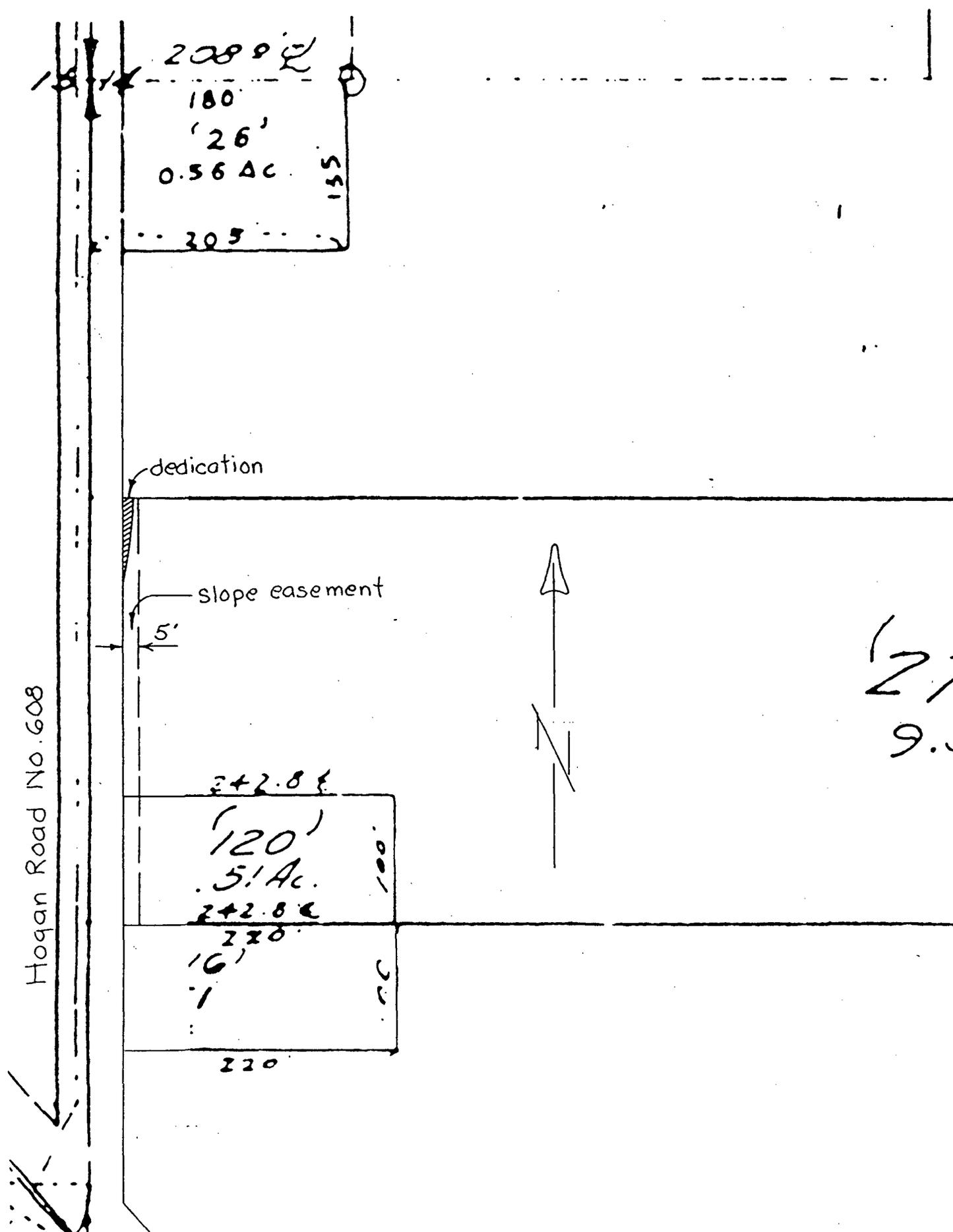


EXHIBIT A

Eldon L. Erickson,  
Carol F. Erickson,  
Norma L. Hulett,  
Worley E. Jeffries and  
Lola M. Jeffries

HOGAN ROAD  
South of Palmquist Road  
Item No. 89-324  
November 6, 1989

A parcel of land situated in the southwest one-quarter of Section 14, T1S, R3E, W.M., Multnomah County, Oregon, being described as follows:

Commencing at the west one-quarter corner of said Section 14; thence east along the north line of said southwest one-quarter of Section 14, a distance of 25.00 feet to a point on the east right-of-way line of Hogan Road, County Road No. 608, (said right-of-way line lying 25.00 feet east, when measured at right angles, of the centerline of said Hogan Road); thence  $S0^{\circ}09'00''$  W along said east right-of-way line, a distance of 135.00 feet to the westerly northwest corner of that tract of land conveyed to Eldon L. Erickson, Carol F. Erickson, Norma L. Hulett, Worley E. Jeffries and Lola M. Jeffries, by deed recorded September 29, 1976, in Book 1129, Page 1495, Deed Records of Multnomah County, Oregon, and the true point of beginning; thence  $S 0^{\circ}09'00''$  W continuing along said east right-of-way line, a distance of 195.00 feet to the westerly southwest corner of said Erickson-Hulett-Jeffries tract, said westerly southwest corner lying on the north line of that tract of land conveyed to Columbia Brick Works, Inc., by deed recorded September 28, 1983, in Book 1695, Page 302, Deed Records of Multnomah County, Oregon; thence  $S 89^{\circ}51' E$  along said north line, a distance of 4.70 feet; thence northeasterly along the east right-of-way line of proposed Hogan Road on the arc of a 1,230.33 foot radius curve to the left, through a central angle of  $01^{\circ}20'53''$ , an arc distance of 28.94 feet (the chord bears  $N 0^{\circ}49'27'' E$ , 28.94 feet) to a point of tangency, said point lying  $S 89^{\circ}51' E$ , 30.00 feet from proposed centerline Station 76+28.81, E.C.; thence  $N 0^{\circ}09'00'' E$  along a line that is parallel to and 5.00 feet east (when measured at right angles) of said east right-of-way line of Hogan Road, County Road no. 608, a distance of 166.04 feet to a point lying  $S 89^{\circ}51' E$ , 5.00 feet from said westerly northwest corner of Erickson-Hulett-Jeffries tract; thence  $N 89^{\circ}51' W$ , a distance of 5.00 feet to the point of beginning.

Containing 968 square feet, more or less.

In addition to the above described parcel of land, an easement for the construction and maintenance of slopes, walls, drainage facilities, and/or utilities is described as follows:

Beginning at the southeast corner of the above described tract; thence  $S 89^{\circ}51' E$  along the north line of said Columbia Brick Works, Inc., tract, a distance of 0.30 feet; thence  $N 0^{\circ}09'00'' E$  along a line that is parallel to and 5.00 feet east (when measured at right angles) of said east right-of-way line of Hogan Road, County Road No. 608, a distance of 28.94 feet to a point lying  $S 89^{\circ}51' E$ , 30.00 feet from proposed centerline Station 76+28.31, E.C.; thence southwesterly along the easterly right-of-way line of said proposed Hogan Road on the arc of a 1,230.33 foot radius curve to the right, through a central angle of  $01^{\circ}20'53''$ , an arc distance of 28.94 feet (the chord bears  $S 0^{\circ}49'27'' W$ , 28.94 feet) to the true point of beginning.

Containing 7 square feet, more or less.

# EXHIBIT "A"

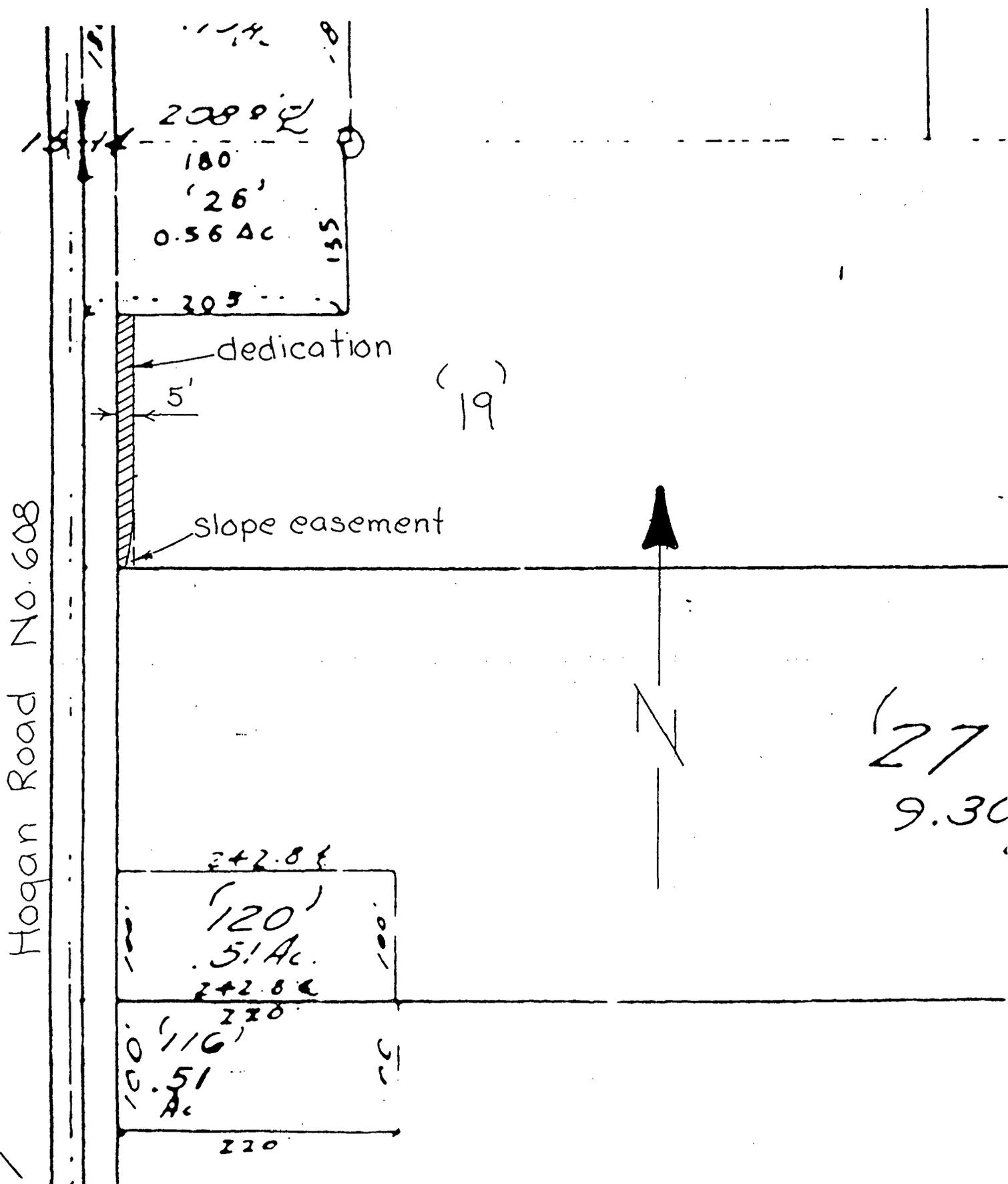


EXHIBIT A

Lola M. Jeffries,  
Norma L. Hulett and  
Eldon Erickson

HOGAN ROAD  
South of Palmquist Road  
Item No. 89-325  
November 6, 1989

A parcel of land situated in the southwest one-quarter of Section 14, T1S, R3E, W.M., Multnomah County, Oregon, described as follows:

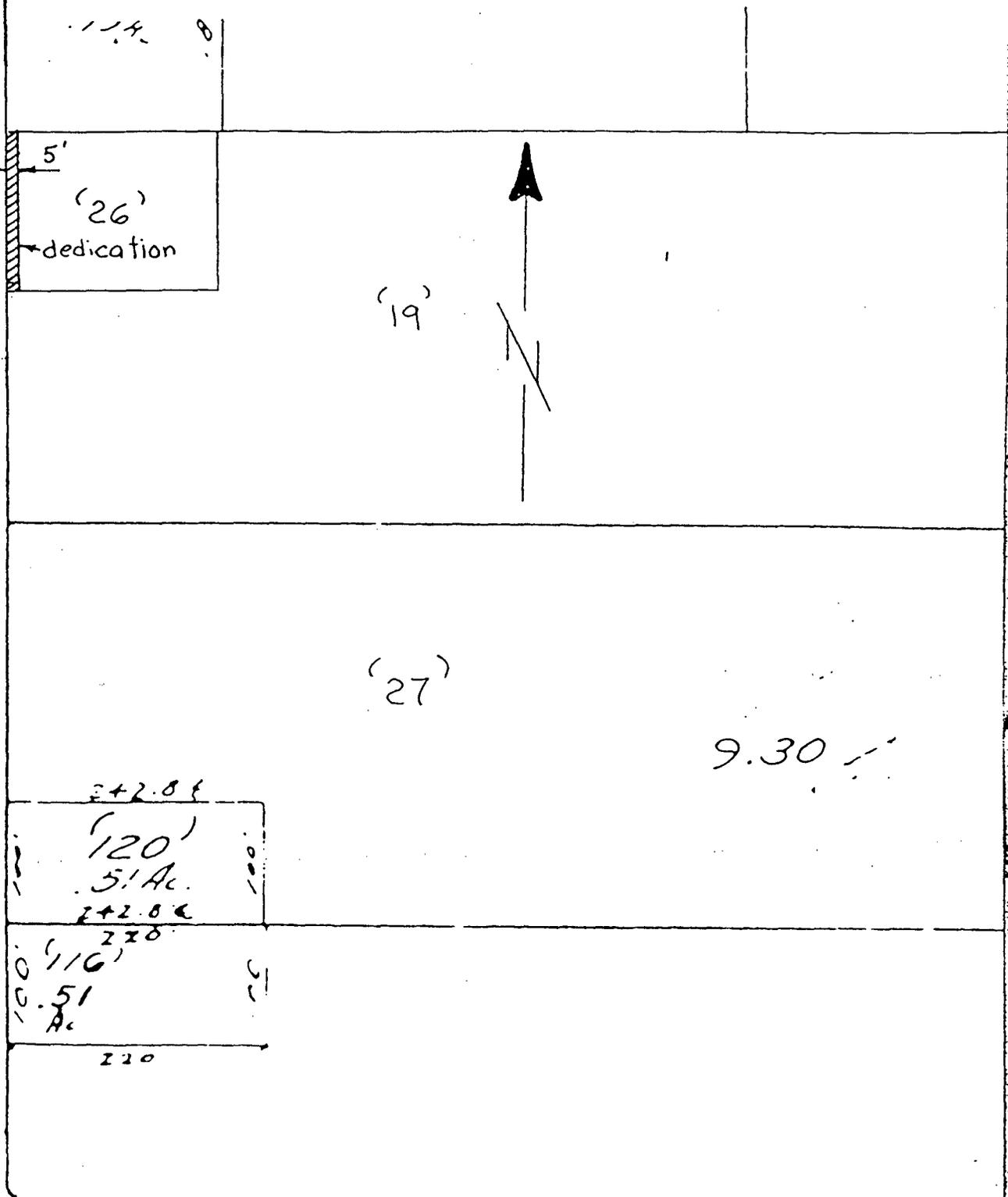
Commencing at the west one-quarter corner of said Section 14; thence S 89°51' E along the north line of said southwest one-quarter, a distance of 25.00 feet to the east right-of-way line of Hogan Road, County Road No. 608 (said right-of-way line lying 25.00 feet east, when measured at right angles, of the centerline), and the true point of beginning; thence S 0°09' W along said east right-of-way line, a distance of 135.00 feet to the westerly northwest corner of that tract of land conveyed to Eldon L. Erickson, Carol F. Erickson, Norma L. Hulett, Worley E. Jeffries and Lola M. Jeffries, by deed recorded September 29, 1976, in Book 1129, Page 1495, Deed Records of Multnomah County, Oregon; thence S 89°51' E along the north line of said Erickson-Hulett-Jeffries tract, a distance of 5.00 feet; thence N 0°09' E along a line that is parallel to and 5.00 feet east (when measured at right angles) of said east right-of-way line of Hogan Road, a distance of 135.00 feet to a point on said north line of the southwest one-quarter; thence N 89°51' W along said north line, a distance of 5.00 feet to the true point of beginning.

Containing 675 square feet, more or less.

1374W

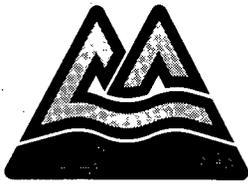
# EXHIBIT "A"

Hogan Road No. 608



28  
3





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION DIVISION  
1620 S.E. 190TH AVE.  
PORTLAND, OREGON 97233  
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

July 22, 1992

Board of County Commissioners  
Multnomah County Courthouse  
1021 SW Fourth Ave.  
Portland, OR 97204

RE: S.E. 242nd Drive, No. 4997  
Improvements in the vicinity of SE Hall to SE Division St.

Dear Commissioners:

The Oregon Department of Transportation is in the process of purchasing right of way for the construction of the above project.

To date, they have been unable to obtain the required right of way on two (2) parcels.

Therefore, it is the recommendation of this department that the Board of County Commissioners authorize the resolution for condemnation of the necessary right of way.

Very truly yours,

Paul Yarborough  
Director

PY:BP:cmk

9923V



5. Legal counsel is hereby authorized and directed to take such action in accordance with law to obtain immediate possession of the property; and
6. That there is hereby authorized the creation of a fund in the amount of the estimate of just compensation for each such property, which shall, upon obtaining possession of each such property, be deposited with the Clerk of the Court wherein the action was commenced for the use of the defendants in the action, and the Director of the Finance Division is authorized to draw a warrant on the Road Fund of the County in such sum for deposit.

DATED this 6th day of August, 1992.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON



LAWRENCE KRESSEL, County Counsel  
for Multnomah County

By Peter Livingston  
Deputy County Counsel  
Peter Livingston

By Gladys McCoy  
Gladys McCoy, Chair

EXHIBIT A

COUNTRY CLUB ESTATES  
HOMEOWNERS ASSOCIATION

S.E. 242ND DRIVE  
North of S.E. Division Street  
Item No. 91-334  
April 1, 1992

Some portions of the COUNTRY CLUB ESTATE TOWNHOUSE CONDOMINIUM, a recorded plat, recorded October 2, 1979, in Book 1212, Page 38, Plat Records of Multnomah County, Oregon, situated in the southeast one-quarter of Section 3, and in the southwest one-quarter of Section 2, T1S, R3E, W.M., Multnomah County, Oregon, more particularly described as follows:

PARCEL "A" (Road Dedication):

Beginning at the intersection of the northerly right-of-way line of N.E. 19th Street, said right-of-way line being 25.00 feet northerly, when measured at right angles, of the centerline of said N.E. 19th Street, and the easterly right-of-way line of S.E. 242nd Drive, said right-of-way line being 40.00 feet easterly, when measured at right angles, of the centerline of said S.E. 242nd Drive; thence S 88°30'07" E along said northerly right-of-way line of N.E. 19th Street, a distance of 19.83 feet; thence northwesterly along the arc of a 20.00 foot radius curve to the right, through a central angle of 89°30'00", the chord of which bears N 43°45'07" W, a distance of 28.16 feet, an arc distance of 31.24 feet to a point on the said easterly right-of-way line of S.E. 242nd Drive; thence S 00°59'53" W along said easterly right-of-way line, a distance of 19.83 feet to the point of beginning.

Containing 84 square feet, more or less.

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

PARCEL "B" (Road Dedication):

Beginning at the intersection of the southerly right-of-way line of N.E. 19th Street, said right-of-way line being 25.00 feet southerly, when measured at right angles, of the centerline of said N.E. 19th Street, and the easterly right-of-way line of S.E. 242nd Drive, said right-of-way line being 40.00 feet easterly, when measured at right angles, of the centerline of said S.E. 242nd Drive; thence S 88°30'07" E along said southerly right-of-way line of N.E. 19th Street, a distance of 20.00 feet; thence S 46°14'53" W, a distance of 28.16 feet to a point on the said easterly right-of-way line of S.E. 242nd Drive; thence N 00°59'53" E along said easterly right-of-way line, a distance of 20.00 feet to the point of beginning.

Containing 200 square feet, more or less.

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

PARCEL "C" (Road Dedication):

Beginning at a point on the easterly right-of-way line of S.E. 242nd Drive, said point being 40.00 feet easterly, when measured at right angles, of the centerline of S.E. 242nd Drive, County Road No. 3085, said point being S 00°59'53" W, a distance of 582.67 feet from the intersection of the southerly right-of-way line of N.E. 19th Avenue, being 25.00 feet southerly, when measured at right angles, of the centerline of said N.E. 19th Avenue, and the easterly right-of-way line of said S.E. 242nd Drive, being 40.00 feet easterly, when measured at right angles, of said centerline of S.E. 242nd Drive; thence N 89°00'07" W, a distance of 10.00 feet; thence S 00°59'53" W along a line that is parallel to and 30.00 feet easterly of said centerline of S.E. 242nd Drive, a distance of 43.67 feet; thence S 89°00'07" E, a distance of 10.00 feet; thence N 00°59'53" E, 43.67 feet to the point of beginning.

Containing 437 square feet, more or less.

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

PARCEL "D" (Road Dedication and Slope/Utility Easement):

Beginning at a point on the easterly right-of-way line of S.E. 242nd Drive, County Road No. 3085, said right-of-way line being 30.00 feet easterly, when measured at right angles, of the centerline of said S.E. 242nd Drive, said point being the northwest corner of that tract of land conveyed to Pacific Western Realty and Development Company Incorporated, by deed recorded June 10, 1987, in Book 2013, Page 404, Deed Records of Multnomah County, Oregon; thence northwesterly along the arc of a 1,462.39 foot radius curve to the left, through a central angle of  $10^{\circ}26'56''$ , the chord of which bears  $N 12^{\circ}12'39'' W$ , a distance of 266.32 feet, an arc distance of 266.69 feet; thence  $N 17^{\circ}26'07'' W$  along said easterly right-of-way line of S.E. 242nd Drive, a distance of 166.31 feet; thence northwesterly along the arc of a 1,402.43 foot radius tangent curve to the right, through a central angle of  $02^{\circ}43'16''$ , the chord of which bears  $N 16^{\circ}04'29'' W$ , a distance of 66.60 feet, an arc distance of 66.61 feet; thence  $N 75^{\circ}17'09'' E$ , a distance of 10.00 feet; thence southeasterly along the arc of a 1,392.43 foot radius curve to the left, through a central angle of  $02^{\circ}43'16''$ , the chord of which bears  $S 16^{\circ}04'29'' E$ , a distance of 66.12 feet, an arc distance of 66.13 feet; thence  $S 17^{\circ}26'07'' E$ , a distance of 166.31 feet; thence southeasterly along the arc of a 1,472.39 foot radius tangent curve to the right, through a central angle of  $10^{\circ}30'26''$ , the chord of which bears  $S 12^{\circ}10'54'' E$ , a distance of 269.64 feet, an arc distance of 270.01 feet to a point on the northerly line of said Pacific Western Realty tract; thence  $N 88^{\circ}26'57'' W$  along the northerly line of said Pacific Western Realty tract, a distance of 10.11 feet to the point of beginning.

Containing 5,010 square feet, more or less.

In addition to the above described parcel, an easement for the construction and maintenance of slopes and utilities is described as follows:

A strip of land 5.00 feet in width lying easterly of and adjacent to the above described parcel.

Containing 2,516 square feet, more or less.

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

PARCEL "E" (Slope and Utility Easement):

Beginning at a point on the easterly right-of-way line of S.E. 242nd Drive, said point being 40.00 feet left of Engineers Centerline Station 61+30 of said S.E. 242nd Drive; thence northeasterly along said easterly right-of-way line, along the arc of a 1,392.39 foot radius non-tangent curve to the right, through a central angle of 17°12'00", the chord of which bears N 12°46'52" E, a distance of 416.42 feet, an arc distance of 417.99 feet; thence S 68°37'08" E, a distance of 5.00 feet; thence southwesterly along the arc of a 1,387.39 foot radius non-tangent curve to the left, through a central angle of 17°12'00", the chord of which bears S 12°46'52" W, a distance of 414.93 feet, an arc distance of 416.49 feet; thence N 85°49'08" W, a distance of 5.00 feet to the point of beginning.

Containing 2,086 square feet, more or less.

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

PARCEL "F" (Walk and Utility Easement):

Beginning at a point on the easterly right-of-way line of S.E. 242nd Drive, said right-of-way line being 40.00 feet easterly, when measured at right angles, of the centerline of S.E. 242nd Drive, County Road No. 3085, said point being N 00°59'53" E, a distance of 44.83 feet from the centerline of N.E. 19th Street; thence N 00°59'53" W along said easterly right-of-way line, a distance of 139.27 feet; thence northeasterly along the arc of a 1,392.39 foot radius tangent curve to the right, through a central angle of 03°10'59" (the chord of which bears N 02°35'23" E, a distance of 77.34 feet), an arc distance of 77.35 feet to a point 40.00 feet left of Engineers Centerline Station 61+30, S.E. 242nd Drive; thence S 85°49'08" E, a distance of 8.00 feet; thence southwesterly along the arc of a 1,384.39 foot radius non-tangent curve to the left, through a central angle of 03°10'59" (the chord of which bears S 02°35'23" W, a distance of 76.90 feet), an arc distance of 76.91 feet; thence S 00°59'53" W, a distance of 150.42 feet to a point that is 48.00 feet left of Engineers Centerline Station 63+60, said

S.E. 242nd Drive; thence S 52°11'16" E, a distance of 14.77 feet to a point on the northerly right-of-way line of N.E. 19th Street, said point being S 88°30'07" E, a distance of 19.83 feet on said easterly right-of-way line of S.E. 242nd Drive; thence northwesterly along the arc of a 20.00 foot radius non-tangent curve to the right, through a central angle of 89°30'00" (the chord of which bears N 43°45'07" W, a distance of 28.16 feet), an arc distance of 31.24 feet to the point of beginning.

Containing 1,857 square feet, more or less.

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

PARCEL "G" (Slope and Utility Easement):

Beginning at a point on the easterly right-of-way line of S.E. 242nd Drive, said right-of-way line being 40.00 feet easterly, when measured at right angles, of the centerline of S.E. 242nd Drive, County Road No. 3085, said point being S 00°59'53" W, a distance of 45.00 feet from the centerline of N.E. 19th Street; thence S 00°59'53" W along said easterly right-of-way line of S.E. 242nd Drive, a distance of 541.32 feet; thence S 89°00'07" E, a distance of 5.00 feet; thence N 00°59'53" E along a line that is parallel to and 45.00 feet easterly of above said centerline of S.E. 242nd Drive, a distance of 546.28 feet; thence S 46°14'53" W, a distance of 7.04 feet to the point of beginning.

Containing 2,719 square feet, more or less.

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

PARCEL "H" (Drainage Easement):

Beginning at a point on the easterly right-of-way line of S.E. 242nd Drive, said right-of-way line being 50.00 feet easterly, when measured at right angles, of the centerline of S.E. 242nd Drive, County Road No. 3085, said point being N 12°10'15" W, a distance of 499.26 feet from the northwest corner of that tract of land conveyed to Pacific Western Realty and Development Company, Incorporated, by deed recorded June 10, 1987, in Book 2013, Page 404, Deed Records of Multnomah County, Oregon; thence N 0°47'54" W, a distance of 45.16 feet; thence N 12°11'42" W, a distance of 71.66 feet; thence N 01°39'52" W, a distance of 436.66 feet; thence N 07°04'48" E, a distance of 20.64 feet; thence N 00°59'53" E, a distance of 80.00 feet; thence N 89°00'07" W, a distance of 25.00 feet; thence S 00°59'53" W, a distance of 20.02 feet; thence S 89°00'07" E, a distance of 10.00 feet; thence S 00°59'53" W along said easterly right-of-way line of S.E. 242nd Drive, a distance of 257.19 feet; thence southeasterly along the arc of a 1,382.43 foot radius tangent curve to the left, through a central angle of 15°42'44", the chord of which bears S 06°51'29" E, a distance of 377.92 feet, an arc distance of 379.10 feet to the point of beginning.

Containing 10,461 square feet, more or less.

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

PARCEL "I" (Temporary Drainage Easement):

Beginning at the northeast corner of Parcel "H", above described, being 65.00 feet easterly, when measured at right angles, of the centerline of S.E. 242nd Drive, County Road No. 3085; thence S 89°00'07" E, a distance of 30.00 feet; thence S 00°59'53" W along a line that is 95.00 feet easterly of and parallel to said centerline of S.E. 242nd Drive, a distance of 80.00 feet; thence N 89°00'07" W, a distance of 30.00 feet to a point on the easterly line of the above described Parcel "H"; thence N 00°59'53" E along said easterly line, a distance of 80.00 feet to the point of beginning.

Containing 2,400 square feet, more or less.

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

2365W



# EXHIBIT 'B'



(22)  
.48 AC.

318.99' (Plot)

ST.

316.77' (Plot)

R. 26'  
L. 51.62'  
18.44'

(232)  
84 AC.

SE 242nd DRIVE

NE 19th STREET

CONDOMINIUM

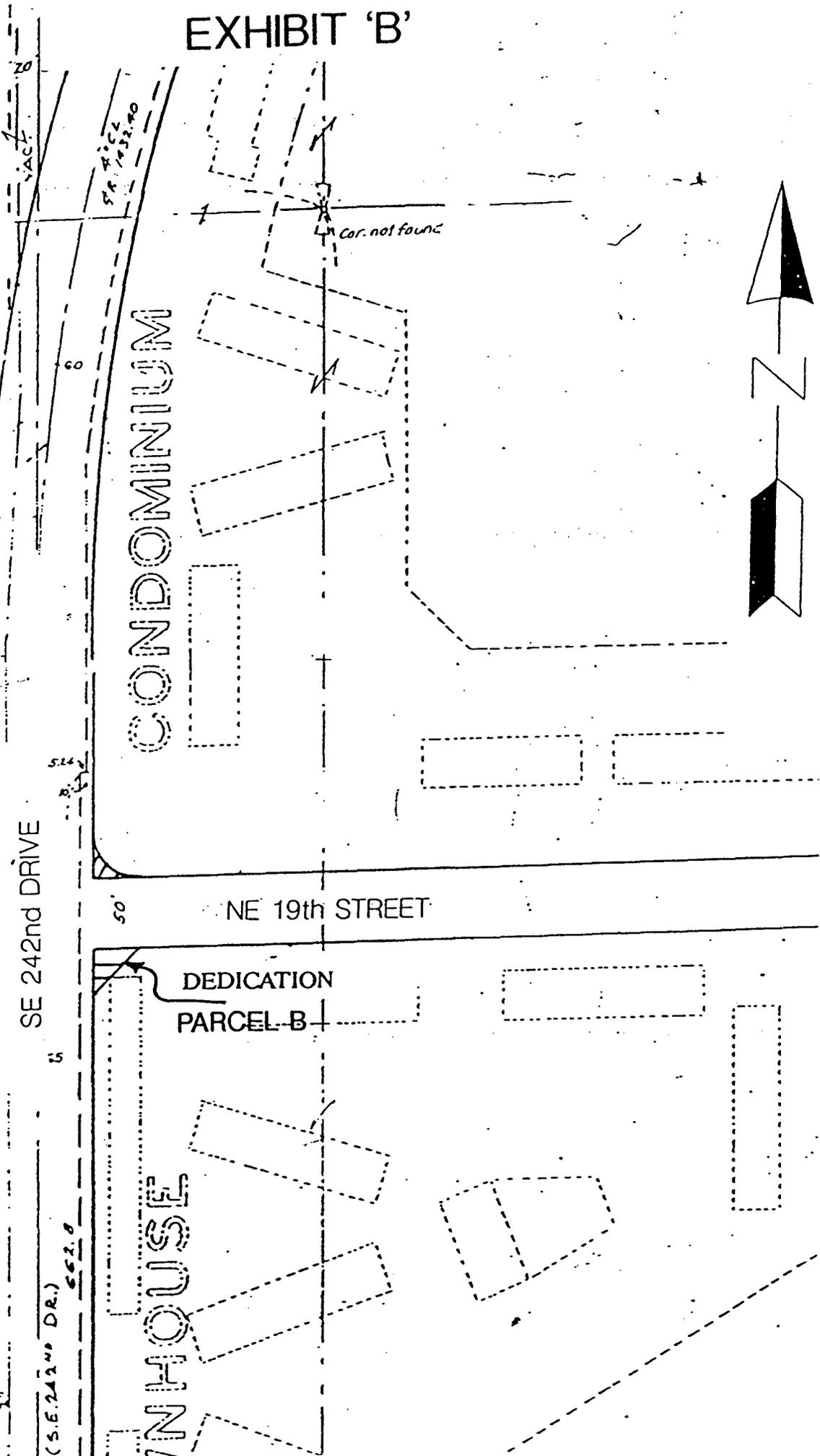
WHOUSE

Cor. not found

90	95	
14	30	15
90	95	80
0	13	0
0	16	0

(S.E. 242nd DR.)

DEDICATION  
PARCEL-B











# EXHIBIT G

(232)  
2.84 AC.

N.E. 19TH. ST.

**PARCEL G**  
**5' SLOPE EASEMENT**

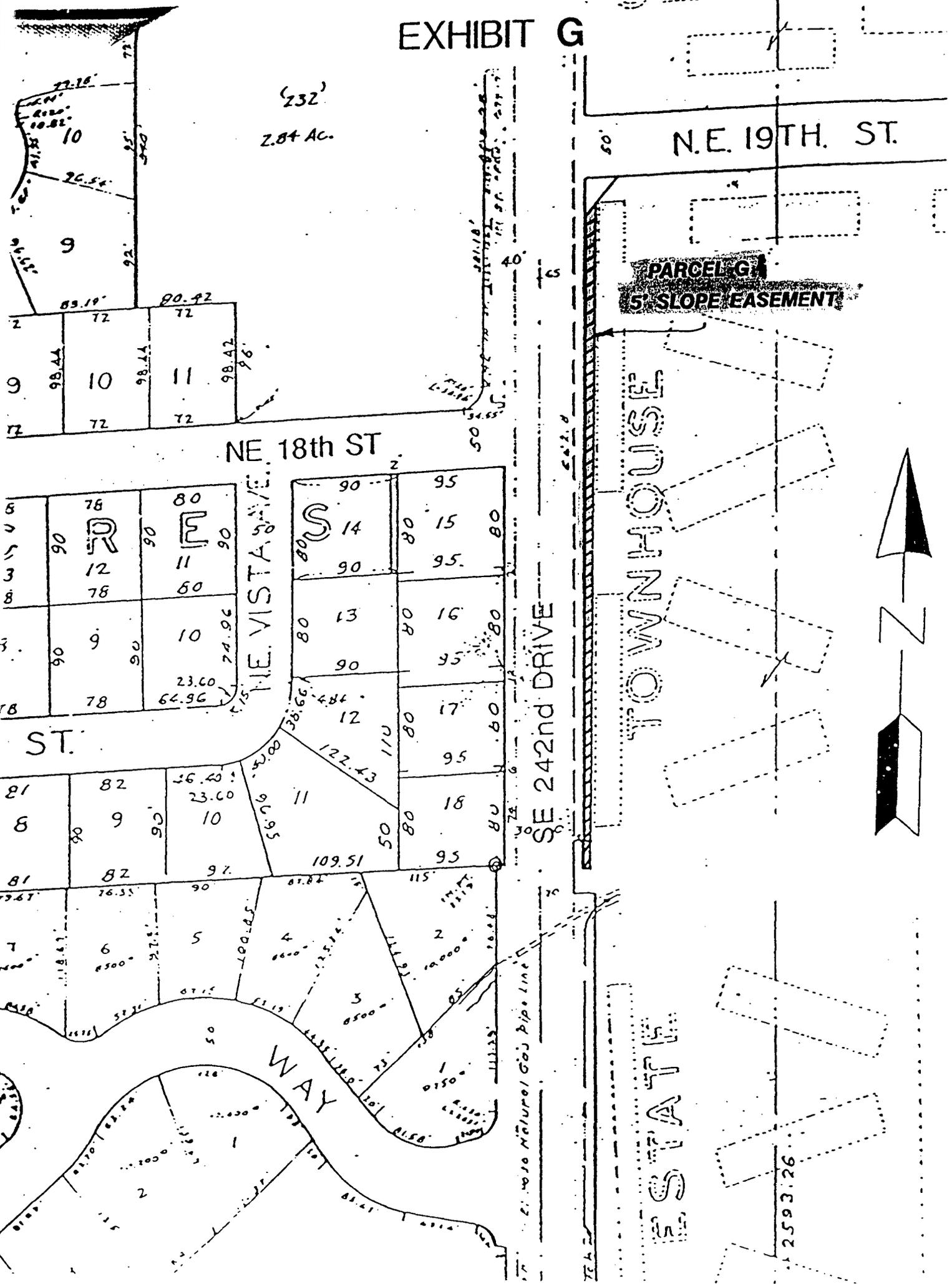
NE 18th ST

N.E. VISTA DRIVE

SE 242nd DRIVE

TOWNHOUSE

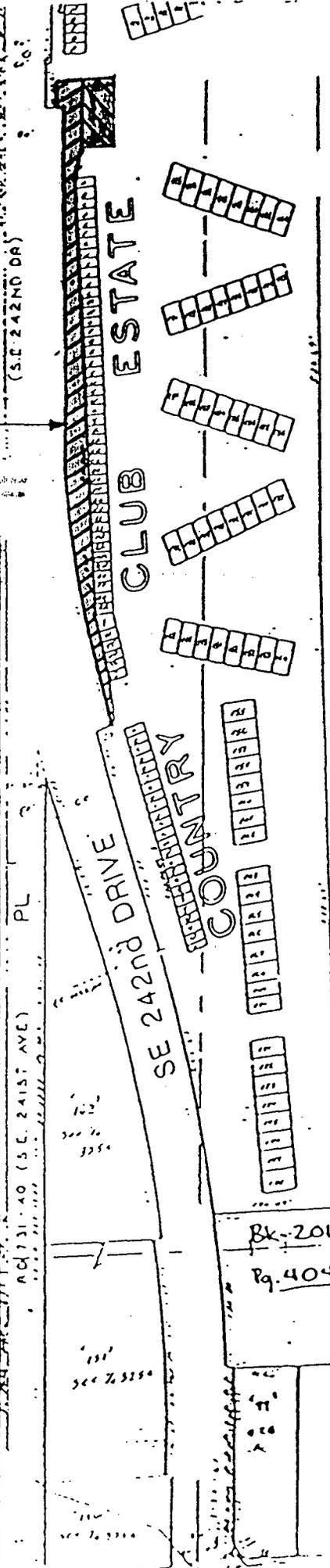
ESTATE



# EXHIBIT H

PARCEL H

DRAINAGE  
EASEMENT



# EXHIBIT I

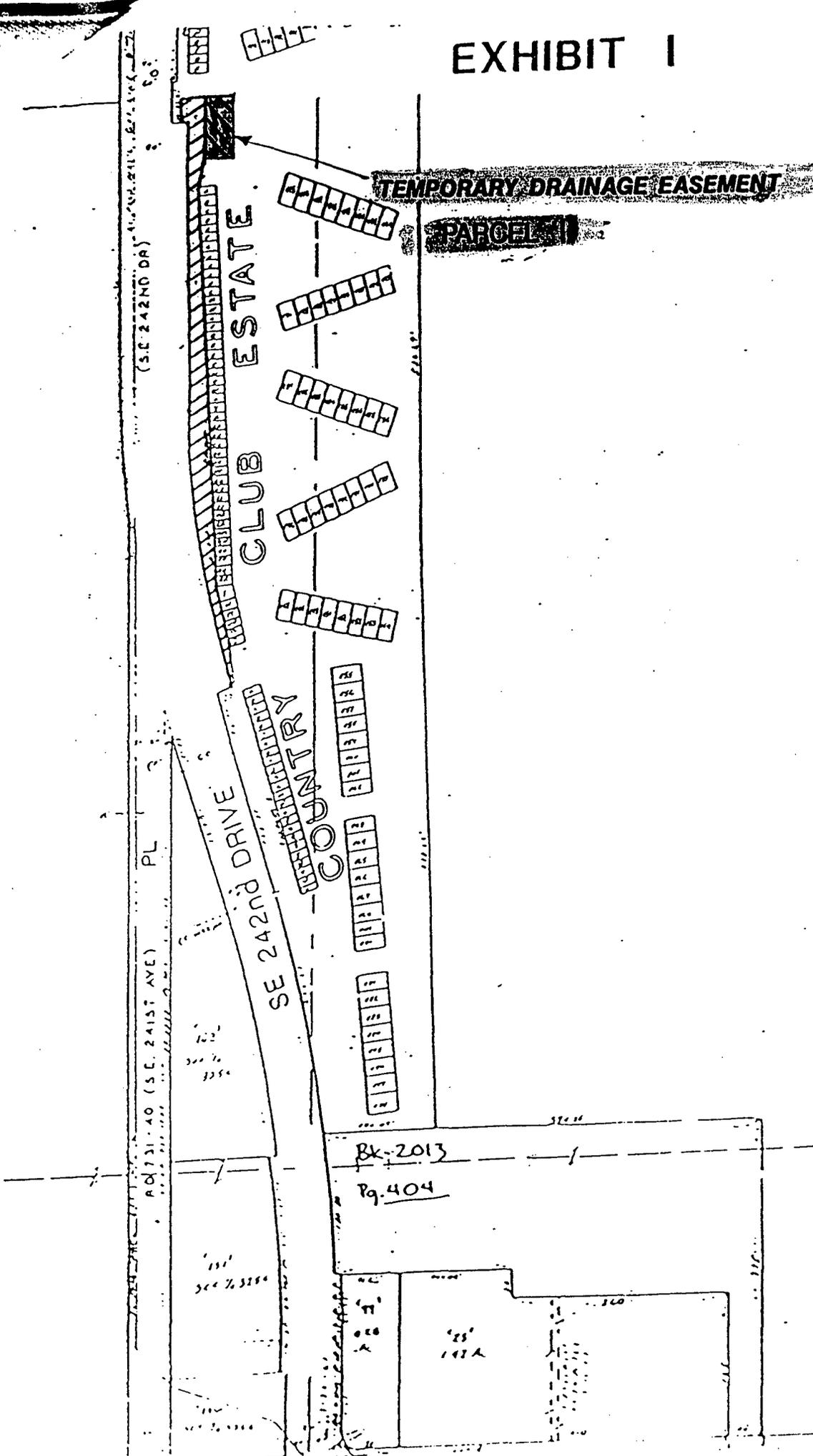


EXHIBIT A

JEAN A. DAVIS

S.E. 242ND DRIVE  
North of N.E. 16th Way  
Item No. 91-330  
December 10, 1991

SLOPE & UTILITY EASEMENT

A portion of Lot 2, Block 1, ALDERCREEK, a recorded plat, recorded October 16, 1973, in Book 1204, Page 83, Plat Records of Multnomah County, Oregon, situated in the southeast one-quarter of Section 3, T1S, R3E, W.M., Multnomah County, Oregon, more particularly described as follows:

The easterly 5.00 feet of said Lot 2, Block 1, ALDERCREEK.

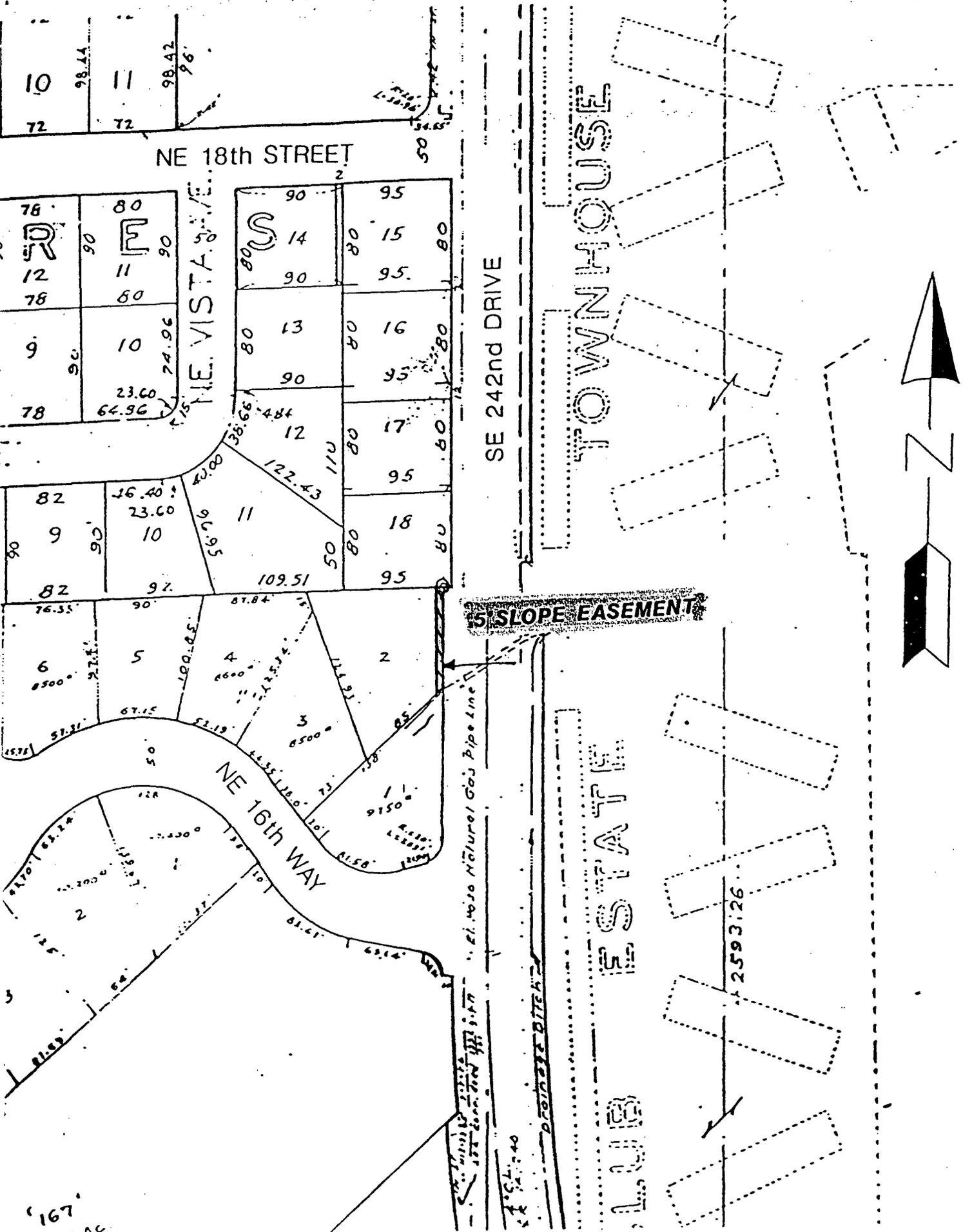
Containing 393 square feet, more or less.

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

2361W

# EXHIBIT 'A'

LOT 2, BL. 1, ALDERCREEK



NE 18th STREET

NE VISTA

SE 242nd DRIVE

TOWNHOUSE

ESTATE

5' SLOPE EASEMENT

Natural Gas Pipe Line



167 AC

Meeting Date AUG 06 1992

Agenda No.: R-9

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: \_\_\_\_\_

BCC Informal \_\_\_\_\_ (date) BCC Formal \_\_\_\_\_ (date)

DEPARTMENT Environmental Services DIVISION Transportation Division

CONTACT Bob Pearson TELEPHONE 3838

PERSON(S) MAKING PRESENTATION \_\_\_\_\_

ACTION REQUESTED:

INFORMATIONAL ONLY       POLICY DIRECTION       APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: YES

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

*8/1/92 ORIGINALS to Bob Pearson*

Intergovernmental Agreement with Oregon Department of Transportation Highway Division regarding county and state obligations on the S.E. Water Ave. ramps for the Morrison Bridge.

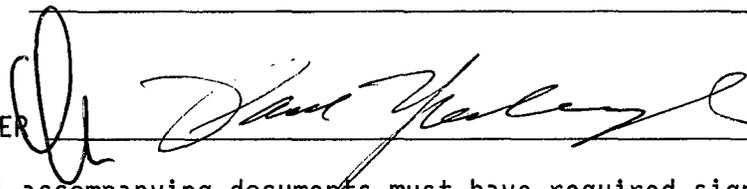
(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER \_\_\_\_\_



(All accompanying documents must have required signatures)

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1992 JUL 29 PM 3:39



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 300733

Amendment # \_\_\_\_\_

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>R-9</u> DATE <u>8/6/92</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b></p>
--	---	--

Department Environmental Services Division Transportation Date 7/22/92

Contract Originator Bob Pearson Phone 3838 Bldg/Room 425

Administrative Contact \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Description of Contract I.G.A. with Oregon Department of Transportation Highway Division regarding county and state obligations on the SF Water Ave. ramps for the Morrison bridge.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name Oregon Department of Transportation Highway Division  
 Mailing Address 9002 SE McLoughlin Blvd.  
Milwaukie, OR 97222  
 Phone (503) 653-3090  
 Employer ID # or SS # \_\_\_\_\_  
 Effective Date Approx 9-15-92  
 Termination Date Upon completion  
 Original Contract Amount \$ -0-  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ -0-

Remittance Address \_\_\_\_\_ (If Different)

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

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

### REQUIRED SIGNATURES:

Department Manager [Signature]  
 Purchasing Director \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel [Signature]  
 County Chair/Sheriff [Signature]  
 Contract Administration \_\_\_\_\_  
 (Class I, Class II contracts only)

Encumber: Yes  No   
 Date 7-24-92  
 Date \_\_\_\_\_  
 Date 7-29-92  
 Date 8/6/92  
 Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	161	030	6730								
02.											
03.											

June 19, 1992

Misc. Contracts & Agreements  
No. 11008

### COOPERATIVE IMPROVEMENT AGREEMENT

This Agreement is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "STATE"; and MULTNOMAH COUNTY, a Political Subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "COUNTY".

### WITNESSETH

#### RECITALS

1. Pacific Highway No. 1 (Interstate 5) and Columbia River Highway No. 2 (Interstate 84) are a part of the highway system under the jurisdiction and control of the Oregon Transportation Commission.
2. For the purpose of providing acceptable traffic circulation patterns on public highways; State plans and proposes to construct Unit 2 of the East Marquam Interchange project, hereinafter referred to as "project". Said project will include: A) Completion of the northbound I-5 access to eastbound I-84 and reconstruction of the Morrison Bridge off-ramp to the same access, B) Reconstruction of the Morrison Bridge eastbound off-ramp onto S.E. Water Avenue, C) Reconstruction of the Morrison Bridge eastbound and westbound on-ramps to northbound I-5, D) Reconstruction of the Morrison Bridge transitional on-ramps from I-84 and southbound I-5, E) Removal of the existing Morrison Bridge on-ramp from S.E. Water Avenue, and F) Removal of S.E. Water Avenue on-ramp pedestrian underpass and replacement of pedestrian stairway connection to Morrison ramp. The location of the project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. The project will be financed with funds available to the State at no cost to the County.
3. By the authority granted in ORS 366.770 and 366.775, State may enter into cooperative agreements with cities and counties for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

B2191004  
KEY 00596

Contract No. 11008  
MULTNOMAH COUNTY

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

#### STATE OBLIGATIONS

1. State shall conduct the necessary field surveys, soils investigations, and environmental studies, obtain the necessary right-of-way and easements, identify and obtain all permits, arrange for all utility relocations or reconstructions, perform all preliminary engineering and design work required to produce plans, specifications and estimates, advertise for construction bid proposals, award all contracts, furnish all construction engineering, material testing, technical inspection and project manager services for administration of the contract.
2. State shall perform maintenance operations and provide power, at its own expense, on that portion of the project within State right-of-way limits which includes I-5, I-84, and all the ramps leading to and from said highways within the limits of this project. Maintenance operations include, but are not limited to, the following: Roadway, landscape, drainage, and illumination.
3. State shall insure that the closure of the S.E. Water Avenue on-ramp and off-ramp to the Morrison Bridge does not occur until the County's Hawthorne Bridge project is open to vehicular traffic and providing adequate access from S.E. Water Avenue to downtown and vice versa. County anticipates that vehicle access to the Hawthorne Bridge from S.E. Water Avenue to downtown and vice versa will resume in October 1992.
4. State shall salvage all light poles and fixtures, and all parapet metal railings and posts from removed County structures and deliver them to the County's Bridge shop as addressed in the letter dated October 8, 1991 attached hereto, marked Exhibit B, and by this reference made a part hereof. State shall also salvage the steel girders including cross-bracing and end diaphragms from the S.E. Water Avenue on-ramp to the Morrison Bridge and deliver to County's Vance Pit crusher site for County's reuse on future County projects, as also addressed in Exhibit B.

B2191004

Contract No. 11008  
MULTNOMAH COUNTY

5. State shall be responsible for the structural integrity of all structures, ramps, and retaining walls constructed as part of this project. All other jurisdiction, maintenance, and control of the Morrison Bridge eastbound off-ramp to S.E. Water Avenue and associated facilities will remain with the County.

6. State shall submit plans and specifications to County for their review prior to award of the contract.

7. Upon completion of the project, State shall forward to County one set of reproducible mylar as-built contract drawings of the new Morrison Bridge eastbound off-ramp and related facilities under County jurisdiction within the limits of this project.

8. State shall utilize high performance early strength concrete (5000 PSI in 24 hours) on the Morrison Bridge eastbound off-ramp to Water Avenue deck in order to study its long term performance and durability.

9. State shall provide a minimum 45 day notice to County prior to the permanent closure of the Morrison Bridge on-ramp from S.E. Water Avenue and the temporary closure of the Morrison Bridge off-ramp to Water Avenue.

10. State shall be responsible and, with County assistance, provide public notification for the permanent closure of the Morrison Bridge on-ramp from S.E. Water Avenue and the temporary closure of the Morrison Bridge off-ramp to Water Avenue.

#### COUNTY OBLIGATIONS

1. County shall, upon State's 45 day notice, complete the required legal closure procedures including County Ordinances for the temporary closure of the Morrison Bridge off-ramp to S.E. Water Avenue and permanent closure and removal of the on-ramp from S.E. Water Avenue.

2. County shall coordinate with State during construction of the County's Hawthorne Bridge project to insure proper scheduling for the closure of the Morrison Bridge access to Water Ave.

B2191004

Contract No. 11008  
MULTNOMAH COUNTY

3. County shall issue the required permits upon County's review and approval of the plans and specifications for the removal of the westbound Water Avenue on-ramp to the Morrison Bridge and the eastbound off-ramp to Water Avenue.

4. County hereby grants State the right to enter onto and occupy County right-of-way during construction of the project and for any future structural repair of the Morrison Bridge eastbound off-ramp to Water Avenue.

5. County shall, upon completion of project and except as identified in STATE OBLIGATION No. 5, retain jurisdiction, maintenance and control of the Morrison Bridge eastbound off-ramp and related facilities. Maintenance will include roadway maintenance which entails patching, striping, signing, snow removal, sanding, sweeping, and all other maintenance operations.

6. County shall, upon completion of the project, maintain the stairway from S.E. Water Avenue to Morrison Bridge and also the pedestrian ramp from S.E. Belmont to the S.E. Water Avenue ramp.

7. County shall, upon completion of the project, maintain and provide power, at its own expense, for all illumination installed as part of this project on the Morrison Bridge eastbound off-ramp to S.E. Water Avenue.

8. County shall authorize execution of this agreement during a regularly convened session of its Board of Commissioners.

#### GENERAL PROVISIONS

1. State and County agree and understand that a mutual review of the project plans and specifications will be conducted prior to advertisement for construction bid proposals.

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

Contract No. 11008  
MULTNOMAH COUNTY

3. The Contractor, 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.

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

This unit of the East Marquam Interchange project was approved by the Oregon Transportation Commission on July 17, 1990, as part of the Six-Year Highway Improvement Program (page 17).

The Oregon Transportation Commission, by a duly adopted delegation order, authorized the State Highway Engineer to execute the necessary agreements for and on behalf of the Commission. Said authority has been further delegated to the Manager of the Program Section, pursuant to Subdelegation Order HWY-6, Paragraph 10.

APPROVAL RECOMMENDED

By [Signature]  
Region Engineer

STATE OF OREGON, By and through its Department of Transportation, Highway Division

By \_\_\_\_\_  
Program Section Manager

APPROVED AS TO  
LEGAL SUFFICIENCY

By \_\_\_\_\_  
Asst. Attorney General

Date \_\_\_\_\_

Date \_\_\_\_\_

MULTNOMAH COUNTY,  
By and through its  
Board of Commissioners

APPROVED AS TO  
LEGAL SUFFICIENCY

By Peter Livingston  
County Attorney  
Peter Livingston

By [Signature]  
Chair

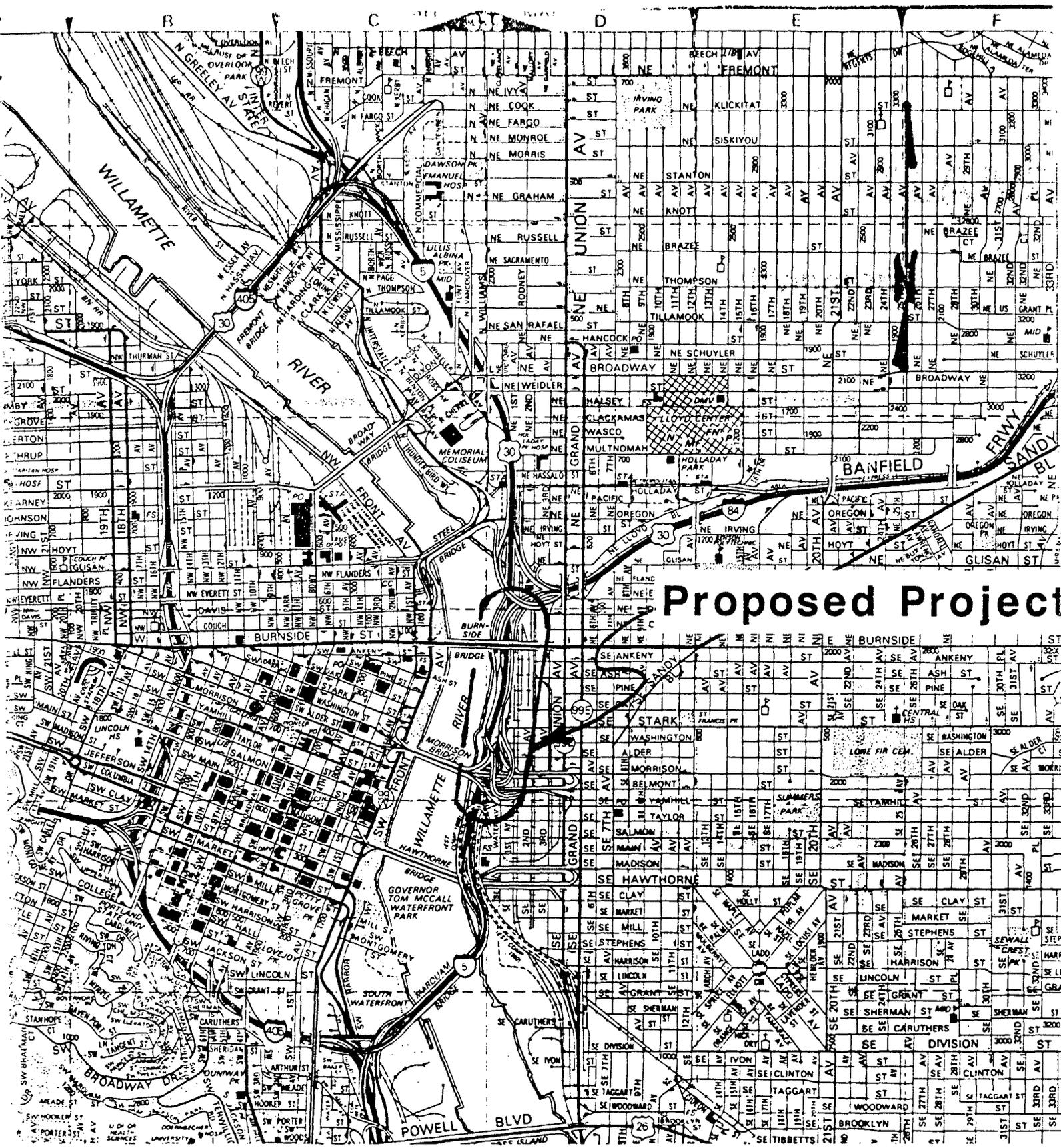
By \_\_\_\_\_  
Commissioner

Date July 29, 1992

Date August 6, 1992

MULTNOMAH COUNTY ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-9 DATE 8/6/92  
DEB BOGSTAD  
BOARD CLERK



**Proposed Project**

**Exhibit 'A'**



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF TRANSPORTATION -- BRIDGE MAINTENANCE  
1403 S.E. WATER AVENUE  
PORTLAND, OREGON 97214  
(503) 248-3757

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

October 8, 1991

Mr. Kamal Kamadoli, PE  
Bridge Section  
Transportation Building, Rm 329  
Salem, Oregon, 97310-0780

Subject: East Marquam Interchange  
(NB and Banfield Access) Section

Dear Mr. Kamadoli:

The purpose of this letter is to confirm previous discussion with your organization regarding the disposition of various bridge components upon removal from County structures as part of the above contract.

Light poles & illumination fixtures, parapet metal railing and posts are to be salvaged for reuse and delivered to the County's bridge shop facility located at 1403 SE Water Avenue, Portland, Oregon. Please contact Mr. Bart Bonney or myself at least forty-eight hour in advance of the delivery. Both of us can be reached at 248-3757.

In addition, twenty (20) steel girders including cross bracing and end diaphragms from the Water Avenue On-Ramp to Morrison Bridge are to be salvaged for reuse on future County transportation projects. It is requested damage to girder webs and flanges be held to a minimum. Specifically, the steel girders are identified as stringer 55A through 55E, 56A through 58A, 56B through 58B, 56C through 58C, 56D through 58D and 56E through 58E. This material is to be delivered and unloaded at our Vance Pit Crusher site located at 1541 SE 190th Avenue, Portland, Oregon. Please contact Mr. Bob Pearson at 248-5050 at least forty-eight hour in advance of delivery.

KAMAL.SMG

## Exhibit B

For Fire, Police, or Ambulance: Dial 911 in Portland and Multnomah County

AN EQUAL OPPORTUNITY EMPLOYER

PAGE 1 OF 2

October 8, 1991  
Letter to Kamal Kamadoli  
East Marquam Interchange  
Page 2

Feel free to contact me if I can be of further assistance.

Very truly yours,

LARRY F. NICHOLAS, P.E.  
COUNTY ENGINEER/DIRECTOR



Stan M. Ghezzi  
Bridge Manager

cc: Marty Anderson, Region 1  
Bruce Johnson, FHWA  
Mike Harris, Salem  
Bob Pearson  
Bart Bonney  
LFN\SMG\Vance Files

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date **AUG 06 1992**  
Agenda No. R-10

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: Return of the Proceedings on the Sale of  
Tax Foreclosed Properties, June 29, 1992

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

\*NAME(S) OF PERSON(S) MAKING PRESENTATION TO BOARD Larry Baxter

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

INFORMATION ONLY  PRELIMINARY APPROVAL  POLICY DIRECTION  APPROVAL

Attached is the return of the proceedings of the sale ordered on May 26, 1992, Order 92-98 and held on June 29, 1992 as required by ORS 275.160.

The sale was conducted by Deputy Glen Post, Multnomah County Sheriff's Office in the Portland Building 2nd Floor Hearing Room, beginning at 10:00 AM on June 29, 1992. There were 175 registered bidders. Of the 59 properties offered, 57 were sold.

8/7/92 ANNOTATED TO  
LARRY BAXTER

BOARD OF  
COUNTY COMMISSIONERS  
1992 JUL 27 PM 4:15  
MULTNOMAH COUNTY  
OREGON

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 MINUTES

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

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

BUDGET/PERSONNEL: \_\_\_\_\_

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contracts) Peter Luryshin

OTHER Facilities & Property Management [Signature]

SALE OF TAX FORECLOSED PROPERTY, JUNE 29, 1992  
 59 PROPERTIES OFFERED, 57 PROPERTIES SOLD

NUMBER	ADDITION	LEGAL1	DISPOSITION	MARKET	MINIMUM	PRICE	DOWN
00010-2770	A L MINERS ADD	EXC PT IN ST 2067/79, LOTS 11-14, BLOCK 37	SOLD	\$500.00	\$250.00	\$950.00	\$950.00
00110-1200	ABERNETHY HEIGHTS	TL #7 OF LOT 20	SOLD	\$2,900.00	\$1,450.00	\$1,450.00	\$1,450.00
00960-0680	ALBINA	E 1/2 OF LOT 20, BLOCK 2	SOLD	\$7,300.00	\$36,500.00	\$6,200.00	\$1,240.00
00960-2760	ALBINA	LOT 24, BLOCK 8	SOLD	\$4,000.00	\$2,000.00	\$10,000.00	\$2,000.00
00960-6736	ALBINA	EXC W 62.5' & EXC E 26', W 91' OF LOT 1, BLOCK 20	SOLD	\$100.00	\$100.00	\$100.00	\$100.00
01050-1380	ALBINA HOMESTEAD	N 1/2 OF LOT 3, BLOCK 4	SOLD	\$6,500.00	\$3,250.00	\$10,100.00	\$2,020.00
04180-1816	ASCOT ACRES	W 5' OF N 70.19' OF LOT 67	SOLD	\$100.00	\$100.00	\$160.00	\$160.00
13300-0010	CANTERBURY GLEN	TRACT A	SOLD	\$5,500.00	\$2,750.00	\$5,100.00	\$1,020.00
16090-1130	CLARK TERRACE	TL #2 OF LOTS 7 & 8, BLOCK 6	SOLD	\$300.00	\$100.00	\$690.00	\$690.00
17310-4110	COLUMBIA HEIGHTS	LOT 7, BLOCK 21	SOLD	\$2,400.00	\$1,200.00	\$4,000.00	\$800.00
17310-4580	COLUMBIA HEIGHTS	LOT 6, BLOCK 24	SOLD	\$2,500.00	\$12,500.00	\$3,300.00	\$660.00
17660-0610	COOKS ADD	W 28' OF LOT 1, BLOCK 3	SOLD	\$1,200.00	\$600.00	\$900.00	\$900.00
20280-3770	D & O LITTLE HOMES SUB 4	N 6' OF W 430', EXC WEST 264' OF LOT 23	SOLD	\$100.00	\$100.00	\$310.00	\$310.00
24180-0730	EL TOVAR	N 50' OF LOT 24, BLOCK 3	SOLD	\$2,000.00	\$1,000.00	\$1,600.00	\$1,600.00
26740-0510	FAIRMOUNT ADD	LOT 14, BLOCK 4	SOLD	\$100.00	\$100.00	\$700.00	\$700.00
26740-1150	FAIRMOUNT ADD	LOTS 3 & 4, BLOCK 8	SOLD	\$200.00	\$200.00	\$1,120.00	\$1,120.00

SALE OF TAX FORECLOSED PROPERTY, JUNE 29, 1992  
 59 PROPERTIES OFFERED, 57 PROPERTIES SOLD

NUMBER	ADDITION	LEGAL1	DISPOSITION	MARKET	MINIMUM	PRICE	DOWN
34160-2140	GREENOE HEIGHTS	LOTS 12 & 13, BLOCK 5	SOLD	\$100.00	\$100.00	\$2,000.00	\$2,000.00
37030-3590	HAZELWOOD	TL #54 OF LOT 9	SOLD	\$100.00	\$100.00	\$810.00	\$810.00
38460-1530	HIGHLAND PARK	LOT 20, BLOCK 6	SOLD	\$17,600.00	\$8,800.00	\$39,500.00	\$3,950.00
38460-1720	HIGHLAND PARK	LOT 6, BLOCK 7; N 1/2 OF LOT 8, BLOCK 7	SOLD	\$8,100.00	\$4,050.00	\$8,000.00	\$1,600.00
45200-4870	KINGS HEIGHTS & REPLAT	TL #3 OF LOTS 7-9, BLOCK 24	SOLD	\$51,700.00	\$25,850.00	\$39,000.00	\$3,900.00
45200-4880	KINGS HEIGHTS & REPLAT	TL #4 OF LOTS 3-7 & 13, BLOCK 24	SOLD	\$92,000.00	\$46,000.00	\$70,000.00	\$7,000.00
45580-0576	KIRKPATRICK ACRES	S 100' OF E 5' OF LOT 4, BLOCK 2	SOLD	\$100.00	\$100.00	\$460.00	\$460.00
48080-2870	LAURELWOOD PK	LOT 9, BLOCK 10	SOLD	\$10,000.00	\$5,000.00	\$17,000.00	\$3,400.00
50850-0260	LOOKAWAY HILL	TL #2 OF LOT 6	SOLD	\$35,000.00	\$17,500.00	\$43,500.00	\$4,350.00
51250-3170	LOVES ADD	S 62.5' OF E 1/2 OF LOT 2, BLOCK 19; S 62.5' OF LOT 3, BLOCK 19	SOLD	\$3,700.00	\$1,850.00	\$4,100.00	\$820.00
53500-0760	MAPLEWOOD ADD	TL #1 OF LOT 5, BLOCK 4	SOLD	\$16,300.00	\$8,150.00	\$17,800.00	\$3,560.00
56720-0070	MIDDLESEX	EXC N 50' - E 40' OF W 118' OF N 100' OF LOT 1	SOLD	\$2,300.00	\$1,150.00	\$1,150.00	\$1,150.00
56720-0160	MIDDLESEX	EXC N 50' - W 40' OF E 118' OF N 100' OF LOT 1	SOLD	\$2,100.00	\$1,050.00	\$1,050.00	\$1,050.00
62130-0430	OAK PARK ADD #2	LOT 1, BLOCK 3	SOLD	\$6,800.00	\$3,400.00	\$7,200.00	\$3,200.00
63590-0060	P T SMITHS ADD	ELY 3.2' OF LOT 5, BLOCK 1; WLY 1/2 OF LOT 6, BLOCK 1	SOLD	\$55,000.00	\$27,500.00	\$35,000.00	\$3,500.00
64630-0590	PARKHILL & REPLAT	TL #14 OF LOTS 47-49	SOLD	\$15,000.00	\$7,500.00	\$12,100.00	\$2,420.00

SALE OF TAX FORECLOSED PROPERTY, JUNE 29, 1992  
 59 PROPERTIES OFFERED, 57 PROPERTIES SOLD

NUMBER	ADDITION	LEGAL1	DISPOSITION	MARKET	MINIMUM	PRICE	DOWN
64630-0650	PARKHILL & REPLAT	TL #16 OF LOT 50	SOLD	\$6,000.00	\$3,000.00	\$7,300.00	\$1,460.00
64630-1800	PARKHILL & REPLAT	TL #12 OF LOT 150	SOLD	\$9,000.00	\$4,500.00	\$15,100.00	\$3,020.00
64630-1810	PARKHILL & REPLAT	TL #17 OF LOT 15	SOLD	\$10,000.00	\$5,000.00	\$19,500.00	\$3,900.00
65260-1000	PEAKE BROS HOME ACRES	TL #8 OF LOTS 22 & 23 (1991 ASSESSOR'S MAP)	SOLD	\$14,300.00	\$7,150.00	\$14,500.00	\$2,900.00
65260-2450	PEAKE BROTHERS HOME ACRES	TL #54 OF LOT 45	SOLD	\$100.00	\$100.00	\$520.00	\$520.00
65523-0030	PENINSULAR ADD #3	LOTS 4 & 5, BLOCK 36	SOLD	\$9,300.00	\$4,650.00	\$6,900.00	\$1,380.00
66570-0040	POINT VIEW	EXC PT IN ST. ELY 40' OF LOT 1, BLOCK 1; SELY 40' OF LOTS 2-4, BLOCK 1	SOLD	\$12,300.00	\$6,150.00	\$23,600.00	\$2,360.00
67070-6890	PORTSMOUTH VILLA EXTENDED	LOTS 27 & 28, BLOCK 11	SOLD	\$26,100.00	\$13,050.00	\$33,500.00	\$3,350.00
80070-2920	STRATHMORE	LOT E, BLOCK 8	NOT SOLD	\$2,300.00	\$1,150.00		
80070-8490	STRATHMORE	LOT D, BLOCK 16	SOLD	\$5,800.00	\$2,900.00	\$9,100.00	\$1,820.00
80070-8720	STRATHMORE	LOT C, BLOCK 17	SOLD	\$500.00	\$250.00	\$580.00	\$580.00
80071-0790	STRATHMORE	LOT B, BLOCK 21	SOLD	\$500.00	\$250.00	\$620.00	\$620.00
84650-1656	TULIP ACRES	EXC S 175' - W 2' OF LOT 7, BLOCK 4	SOLD	\$100.00	\$100.00	\$500.00	\$500.00
85920-2570	VERDANTA	TL #44 OF LOT 27	SOLD	\$500.00	\$250.00	\$250.00	\$250.00
89420-5600	WEST PORTLAND	LOT 17, BLOCK 29	SOLD	\$12,000.00	\$7,700.00	\$21,000.00	\$2,100.00
89460-8290	WEST PORTLAND PARK	LOT 8, BLOCK 45	SOLD	\$3,800.00	\$1,900.00	\$2,800.00	\$560.00
89461-2390	WEST PORTLAND PARK	LOT 29, BLOCK 63	SOLD	\$2,900.00	\$1,450.00	\$2,000.00	\$400.00
89461-4506	WEST PORTLAND PARK	S 0.17' OF N 21.17' OF	NOT SOLD	\$100.00	\$100.00		

SALE OF TAX FORECLOSED PROPERTY, JUNE 29, 1992  
 59 PROPERTIES OFFERED, 57 PROPERTIES SOLD

NUMBER	ADDITION	LEGAL1	DISPOSITION	MARKET	MINIMUM	PRICE	DOWN
		LOT 21, BLOCK 75					
89461-4516	WEST PORTLAND PARK	N 0.15' OF S 3.83' OF LOT 21, BLOCK 75	SOLD	\$100.00	\$100.00	\$100.00	\$100.00
89461-7266	WEST PORTLAND PARK	N 2' OF W 20' OF LOT 27, BLOCK 90	SOLD	\$100.00	\$100.00	\$310.00	\$310.00
91550-0150	WILLBRIDGE	TL #1 OF LOTS 5-7, BLOCK 1	SOLD	\$8,000.00	\$4,000.00	\$9,600.00	\$1,920.00
91550-0210	WILLBRIDGE	TL #2 OF LOTS 7 & 8, BLOCK 1	SOLD	\$6,000.00	\$3,000.00	\$6,400.00	\$1,280.00
91640-1700	WILLIAMS AVE ADD	N 34' OF S 65' OF LOT 7, BLOCK 7	SOLD	\$20,100.00	\$2,750.00	\$18,300.00	\$3,660.00
92580-4360	WOODLAWN	LOT 1, BLOCK 34	SOLD	\$1,500.00	\$750.00	\$3,500.00	\$700.00
99304-1870	SEC 4, 1S 3E	TL #187 0.24 AC	SOLD	\$9,400.00	\$4,700.00	\$7,745.82	\$774.58
99304-2570	SEC 4, 1S 3E	TL #257 1.69 AC	SOLD	\$62,200.00	\$31,100.00	\$51,254.18	\$5,125.42
99307-0420	SEC 7, 1S 3E	TL #42 0.55 AC	SOLD	\$52,200.00	\$26,100.00	\$34,000.00	\$3,400.00
====	====	====	====	====	====	====	====
Total:				\$626,800.00	\$352,550.00	\$634,330.00	\$101,880.00

SALE OF TAX FORECLOSED PROPERTY, JUNE 29, 1992  
 59 PROPERTIES OFFERED, 57 PROPERTIES SOLD

NUMBER	ADDITION	LEGAL1	DISPOSITION	MARKET	MINIMUM	PRICE	DOWN
00010-2770	A L MINERS ADD	EXC PT IN ST 2067/79, LOTS 11-14, BLOCK 37	SOLD	\$500.00	\$250.00	\$950.00	\$950.00
00110-1200	ABERNETHY HEIGHTS	TL #7 OF LOT 20	SOLD	\$2,900.00	\$1,450.00	\$1,450.00	\$1,450.00
00960-0680	ALBINA	E 1/2 OF LOT 20, BLOCK 2	SOLD	\$7,300.00	\$3,650.00	\$6,200.00	\$1,240.00
00960-2760	ALBINA	LOT 24, BLOCK 8	SOLD	\$4,000.00	\$2,000.00	\$10,000.00	\$2,000.00
00960-6736	ALBINA	EXC W 62.5' & EXC E 26', W 91' OF LOT 1, BLOCK 20	SOLD	\$100.00	\$100.00	\$100.00	\$100.00
01050-1380	ALBINA HOMESTEAD	N 1/2 OF LOT 3, BLOCK 4	SOLD	\$6,500.00	\$3,250.00	\$10,100.00	\$2,020.00
04180-1816	ASCOT ACRES	W 5' OF N 70.19' OF LOT 67	SOLD	\$100.00	\$100.00	\$160.00	\$160.00
13300-0010	CANTERBURY GLEN	TRACT A	SOLD	\$5,500.00	\$2,750.00	\$5,100.00	\$1,020.00
16090-1130	CLARK TERRACE	TL #2 OF LOTS 7 & 8, BLOCK 6	SOLD	\$300.00	\$100.00	\$690.00	\$690.00
17310-4110	COLUMBIA HEIGHTS	LOT 7, BLOCK 21	SOLD	\$2,400.00	\$1,200.00	\$4,000.00	\$800.00
17310-4580	COLUMBIA HEIGHTS	LOT 6, BLOCK 24	SOLD	\$2,500.00	\$12,500.00	\$3,300.00	\$660.00
17660-0610	COOKS ADD	W 28' OF LOT 1, BLOCK 3	SOLD	\$1,200.00	\$600.00	\$900.00	\$900.00
20280-3770	D & O LITTLE HOMES SUB 4	N 6' OF W 430', EXC WEST 264' OF LOT 23	SOLD	\$100.00	\$100.00	\$310.00	\$310.00
24180-0730	EL TOVAR	N 50' OF LOT 24, BLOCK 3	SOLD	\$2,000.00	\$1,000.00	\$1,600.00	\$1,600.00
26740-0510	FAIRMOUNT ADD	LOT 14, BLOCK 4	SOLD	\$100.00	\$100.00	\$700.00	\$700.00
26740-1150	FAIRMOUNT ADD	LOTS 3 & 4, BLOCK 8	SOLD	\$200.00	\$200.00	\$1,120.00	\$1,120.00

SALE OF TAX FORECLOSED PROPERTY, JUNE 29, 1992  
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NUMBER	ADDITION	LEGAL1	DISPOSITION	MARKET	MINIMUM	PRICE	DOWN
34160-2140	GREENOE HEIGHTS	LOTS 12 & 13, BLOCK 5	SOLD	\$100.00	\$100.00	\$2,000.00	\$2,000.00
37030-3590	HAZELWOOD	TL #54 OF LOT 9	SOLD	\$100.00	\$100.00	\$810.00	\$810.00
38460-1530	HIGHLAND PARK	LOT 20, BLOCK 6	SOLD	\$17,600.00	\$8,800.00	\$39,500.00	\$3,950.00
38460-1720	HIGHLAND PARK	LOT 6, BLOCK 7; N 1/2 OF LOT 8, BLOCK 7	SOLD	\$8,100.00	\$4,050.00	\$8,000.00	\$1,600.00
45200-4870	KINGS HEIGHTS & REPLAT	TL #3 OF LOTS 7-9, BLOCK 24	SOLD	\$51,700.00	\$25,850.00	\$39,000.00	\$3,900.00
45200-4880	KINGS HEIGHTS & REPLAT	TL #4 OF LOTS 3-7 & 13, BLOCK 24	SOLD	\$92,000.00	\$46,000.00	\$70,000.00	\$7,000.00
45580-0576	KIRKPATRICK ACRES	S 100' OF E 5' OF LOT 4, BLOCK 2	SOLD	\$100.00	\$100.00	\$460.00	\$460.00
48080-2870	LAURELWOOD PK	LOT 9, BLOCK 10	SOLD	\$10,000.00	\$5,000.00	\$17,000.00	\$3,400.00
50850-0260	LOOKAWAY HILL	TL #2 OF LOT 6	SOLD	\$35,000.00	\$17,500.00	\$43,500.00	\$4,350.00
51250-3170	LOVES ADD	S 62.5' OF E 1/2 OF LOT 2, BLOCK 19; S 62.5' OF LOT 3, BLOCK 19	SOLD	\$3,700.00	\$1,850.00	\$4,100.00	\$820.00
53500-0760	MAPLEWOOD ADD	TL #1 OF LOT 5, BLOCK 4	SOLD	\$16,300.00	\$8,150.00	\$17,800.00	\$3,560.00
56720-0070	MIDDLESEX	EXC N 50' - E 40' OF W 118' OF N 100' OF LOT 1	SOLD	\$2,300.00	\$1,150.00	\$1,150.00	\$1,150.00
56720-0160	MIDDLESEX	EXC N 50' - W 40' OF E 118' OF N 100' OF LOT 1	SOLD	\$2,100.00	\$1,050.00	\$1,050.00	\$1,050.00
62130-0430	OAK PARK ADD #2	LOT 1, BLOCK 3	SOLD	\$6,800.00	\$3,400.00	\$7,200.00	\$3,200.00
63590-0060	P T SMITHS ADD	ELY 3.2' OF LOT 5, BLOCK 1; WLY 1/2 OF LOT 6, BLOCK 1	SOLD	\$55,000.00	\$27,500.00	\$35,000.00	\$3,500.00
64630-0590	PARKHILL & REPLAT	TL #14 OF LOTS 47-49	SOLD	\$15,000.00	\$7,500.00	\$12,100.00	\$2,420.00

SALE OF TAX FORECLOSED PROPERTY, JUNE 29, 1992  
 59 PROPERTIES OFFERED, 57 PROPERTIES SOLD

NUMBER	ADDITION	LEGAL1	DISPOSITION	MARKET	MINIMUM	PRICE	DOWN
64630-0650	PARKHILL & REPLAT	TL #16 OF LOT 50	SOLD	\$6,000.00	\$3,000.00	\$7,300.00	\$1,460.00
64630-1800	PARKHILL & REPLAT	TL #12 OF LOT 150	SOLD	\$9,000.00	\$4,500.00	\$15,100.00	\$3,020.00
64630-1810	PARKHILL & REPLAT	TL #17 OF LOT 15	SOLD	\$10,000.00	\$5,000.00	\$19,500.00	\$3,900.00
65260-1000	PEAKE BROS HOME ACRES	TL #8 OF LOTS 22 & 23 (1991 ASSESSOR'S MAP)	SOLD	\$14,300.00	\$7,150.00	\$14,500.00	\$2,900.00
65260-2450	PEAKE BROTHERS HOME ACRES	TL #54 OF LOT 45	SOLD	\$100.00	\$100.00	\$520.00	\$520.00
65523-0030	PENINSULAR ADD #3	LOTS 4 & 5, BLOCK 36	SOLD	\$9,300.00	\$4,650.00	\$6,900.00	\$1,380.00
66570-0040	POINT VIEW	EXC PT IN ST, ELY 40' OF LOT 1, BLOCK 1; SELY 40' OF LOTS 2-4, BLOCK 1	SOLD	\$12,300.00	\$6,150.00	\$23,600.00	\$2,360.00
67070-6890	PORTSMOUTH VILLA EXTENDED	LOTS 27 & 28, BLOCK 11	SOLD	\$26,100.00	\$13,050.00	\$33,500.00	\$3,350.00
80070-2920	STRATHMORE	LOT E, BLOCK 8	SOLD	\$2,300.00	\$1,150.00	\$1,150.00	\$1,150.00
80070-8490	STRATHMORE	LOT D, BLOCK 16	SOLD	\$5,800.00	\$2,900.00	\$9,100.00	\$1,820.00
80070-8720	STRATHMORE	LOT C, BLOCK 17	SOLD	\$500.00	\$250.00	\$580.00	\$580.00
80071-0790	STRATHMORE	LOT B, BLOCK 21	SOLD	\$500.00	\$250.00	\$620.00	\$620.00
84650-1656	TULIP ACRES	EXC S 175' - W 2' OF LOT 7, BLOCK 4	SOLD	\$100.00	\$100.00	\$500.00	\$500.00
85920-2570	VERDANTA	TL #44 OF LOT 27	SOLD	\$500.00	\$250.00	\$250.00	\$250.00
89420-5600	WEST PORTLAND	LOT 17, BLOCK 29	SOLD	\$12,000.00	\$7,700.00	\$21,000.00	\$2,100.00
89460-8290	WEST PORTLAND PARK	LOT 8, BLOCK 45	SOLD	\$3,800.00	\$1,900.00	\$2,800.00	\$560.00
89461-2390	WEST PORTLAND PARK	LOT 29, BLOCK 63	SOLD	\$2,900.00	\$1,450.00	\$2,000.00	\$400.00
89461-4506	WEST PORTLAND PARK	S 0.17' OF N 21.17' OF	NOT SOLD	\$100.00	\$100.00		

SALE OF TAX FORECLOSED PROPERTY, JUNE 29, 1992  
 59 PROPERTIES OFFERED, 57 PROPERTIES SOLD

NUMBER	ADDITION	LEGAL1	DISPOSITION	MARKET	MINIMUM	PRICE	DOWN
		LOT 21, BLOCK 75					
89461-4516	WEST PORTLAND PARK	N 0.15' OF S 3.83' OF LOT 21, BLOCK 75	SOLD	\$100.00	\$100.00	\$100.00	\$100.00
89461-7266	WEST PORTLAND PARK	N 2' OF W 20' OF LOT 27, BLOCK 90	SOLD	\$100.00	\$100.00	\$310.00	\$310.00
91550-0150	WILLBRIDGE	TL #1 OF LOTS 5-7, BLOCK 1	SOLD	\$8,000.00	\$4,000.00	\$9,600.00	\$1,920.00
91550-0210	WILLBRIDGE	TL #2 OF LOTS 7 & 8, BLOCK 1	SOLD	\$6,000.00	\$3,000.00	\$6,400.00	\$1,280.00
91640-1700	WILLIAMS AVE ADD	N 34' OF S 65' OF LOT 7, BLOCK 7	SOLD	\$20,100.00	\$2,750.00	\$18,300.00	\$3,660.00
92580-4360	WOODLAWN	LOT 1, BLOCK 34	SOLD	\$1,500.00	\$750.00	\$3,500.00	\$700.00
99304-1870	SEC 4, 1S 3E	TL #187 0.24 AC	SOLD	\$9,400.00	\$4,700.00	\$7,745.82	\$774.58
99304-2570	SEC 4, 1S 3E	TL #257 1.69 AC	SOLD	\$62,200.00	\$31,100.00	\$51,254.18	\$5,125.42
99307-0420	SEC 7, 1S 3E	TL #42 0.55 AC	SOLD	\$52,200.00	\$26,100.00	\$34,000.00	\$3,400.00
====	=====	=====	=====	=====	=====	=====	=====
Total:				\$626,800.00	\$319,700.00	\$635,480.00	\$103,030.00

Date Submitted \_\_\_\_\_

(For Clerk's Use)  
Meeting Date AUG 06 1992  
Agenda No. R-11

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: FINDING OF WASTE AND/OR ABANDONMENT AND ORDER FOR DEED

Informal only \_\_\_\_\_ . Formal only \_\_\_\_\_ .

(date)

(date)

Department Environmental Services . Division \_\_\_\_\_ Tax Title Unit \_\_\_\_\_

Contact Larry Baxter . Telephone 248-3590 .

Name(s) of person presentation to Board Larry Baxter .

Brief Summary: Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

On July 9, 1992 a hearing was held in which it was determined that the following tax foreclosed properties are abandoned and in a state of waste; therefore the Director of Environmental Services recommends that these properties be deeded to Multnomah County under the provisions of ORS 312.122 and Multnomah County Ordinance #630.

IRVINGTON PARK, LOTS 43 & 45, BLOCK 23; COMMONLY KNOWN AS 2605 NE KILLINGSWORTH, PORTLAND, OREGON

WOODLAWN, LOT 9, BLOCK 23; COMMONLY KNOWN AS 6435 NE 9TH AVE, PORTLAND, OREGON

( ) Information Only ( ) Preliminary Approval ( ) Policy Direction (X) Approval

Indicate the estimated time needed on agenda 5 Minutes.

Impact:

8/7/92 copy to LARRY BAXTER

( ) Personnel

( ) Fiscal/Budgetary

( ) General Fund

(X) Other Tax Title Fund

Signatures:

Department Head, Elected Official or County Commissioner: [Signature]

Budget/Personnel: \_\_\_\_\_

County Counsel:(Ordinances, Resolutions, Agreements, Contract Peter Livingston

Other: FACILITIES MANAGEMENT FOLWME GEORGE  
(Purchasing, Facilities Management, etc.)

BOARD OF COUNTY COMMISSIONERS  
1992 JUL 27 PM 4:15  
MULTNOMAH COUNTY OREGON

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Declaring Various )  
Tax Foreclosed Properties Abandoned and ) ORDER  
Subject to Waste and Ordering the Tax ) 92-137  
Collector to Issue a Deed )

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes and thereafter, after providing notice to the owner and any person or entity who appears in the County records to have a lien or other interest in the foreclosed property and posting a notice on the property, hearings were held as provided by ORS 312.122 and Multnomah County Ordinance 630; and

It further appearing that the Hearings Officer found that the real property hereinafter described is abandoned and in a state of waste and the Director of Environmental Services recommends that forfeiture is appropriate. The Board having reviewed the findings of the Hearings Officer, adopts these findings as its own and adopts the recommendations of the Director of Environmental Services.

NOW, THEREFORE, it is hereby ORDERED, that the Chair of the Multnomah County Board of County Commissioners direct the Tax Collector to deed to the County on a date not earlier than thirty (30) days from the date of this order, during which period the property may be redeemed by the affected parties; the following properties situated in the County of Multnomah, State of Oregon:

IRVINGTON PARK, LOTS 43 & 45, BLOCK 23; COMMONLY KNOWN AS 2605 NE KILLINGSWORTH, PORTLAND, OREGON

WOODLAWN, LOT 9, BLOCK 23; COMMONLY KNOWN AS 6435 NE 9TH AVE, PORTLAND, OREGON

Dated at Portland, Oregon this 6th day of August, 1992



Laurence Kressel, County Counsel  
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair

By   
Peter Livingston

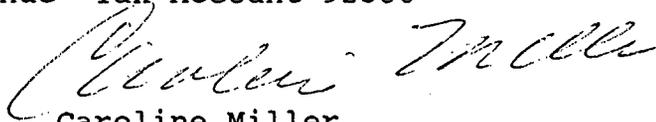
7/9/92

**REPORT TO THE DIRECTOR OF ENVIRONMENTAL SERVICES**

A final hearing was convened on 7/9/92 to consider the properties at 2605 NE Killingsworth and 6435 N.E. 9th Avenue. A Mr. Benson appeared concerning the second property on N. E. 9th. He held the mortgage to the property of Albert & Sherry Seward and had recently acquired title to that property. The process of condemnation was explained. He seemed satisfied that he had sufficient time to gather the information necessary for him to determine his future recourse with regard to the property. He did not deny that the property did appear to be wasted and abandoned. Therefore as hearings officer for Multnomah County's property tax foreclosure process I recommend to the director of the department of Environmental Services that the following properties be declared wasted and abandoned under the terms of Multnomah County Ordinance #630:

2605 NE Killingsworth Tax account 42130-7120

6435 NE 9th Avenue Tax Account 92580



Caroline Miller  
Hearings Officer

Meeting Date AUG 06 1992

Agenda No.: R-12

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Second Street/Vacation No. 5000

BCC Informal \_\_\_\_\_ (date) BCC Formal \_\_\_\_\_ (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT John Dorst TELEPHONE Ext. 3599

PERSON(S) MAKING PRESENTATION John Dorst

ACTION REQUESTED:

/ / INFORMATIONAL ONLY      / / POLICY DIRECTION      /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: YES

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

Report and recommendation of Director/DES for vacation of Second Street in Section 20, T2N, R1W, W.M., Vacation No. 5000.

*8/7/92 CERTIFIED TRUE COPY TO RECORDING;  
COPY TO JOHN DORST*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER  \_\_\_\_\_

(All accompanying documents must have required signatures)



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION DIVISION  
1620 S.E. 190TH AVENUE  
PORTLAND, OREGON 97233  
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

June 23, 1992

Board of County Commissioners  
1120 SW Fifth Avenue/Room 1500  
Portland, Oregon 97204

RE: Second Street/Vacation No. 5000

Dear Commissioners:

In response to the petition of Charles C. and Julie V. Morrow, et al., this department has investigated the above referenced proposal and the following is our report:

1. The proceeding involves the proposed vacation of Second Street in Section 20, T2N, R1W, W.M., Multnomah County, Oregon, lying within the Plat of Burlington, described as follows:

That part of Second Street lying southerly of the southerly line of Wapato Drive and northerly of the northerly line of Multnomah Avenue.

2. Second Street was dedicated to the public in the duly recorded plat of Burlington.
3. The utilities have indicated that they have no facilities within the street proposed for vacation.
4. The petitioners are the owners of all the lands abutting the street proposed for vacation.
5. The proposed vacation is in the public interest.

Therefore, it is the recommendation of this department that the vacation of the following described street be granted without further notice or hearing:

That part of Second Street in Section 20, T2N, R1W, W.M., Multnomah County, Oregon, lying within the Plat of Burlington, described as follows:

That part of Second Street lying southerly of the southerly line of Wapato Drive and northerly of the northerly line of Multnomah Avenue.

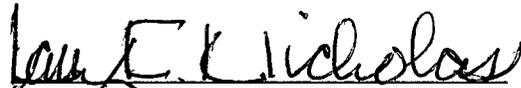
We further recommend that the vacation be subject to the following conditions:

1. That County Counsel finds the Consent to Vacation in proper legal form and that it meets all requirements of Oregon Revised Statutes.
2. That the Order of Final Vacation be recorded in the Deed Records of Multnomah County, Oregon.

Very truly yours,



PAUL YARBROUGH  
Director  
Dept. of Environmental Services



LARRY F. NICHOLAS, P.E.  
County Engineer

JKD/js

Encls.: Vacation File No. 5000  
Order of Final Vacation  
Sketch

9902V

08-10-92

0001

# 88439

\* NS

42732 A

92-138



ORDER  
Vacation No. 5000

IT IS THEREFORE ORDERED, that the above described undeveloped public road be, and the same is, hereby vacated as a dedicated street.

FURTHER ORDERED, that the Order of Final Vacation be recorded in the Deed Records of Multnomah County, Oregon.

DATED this 6 day of August, 1992.

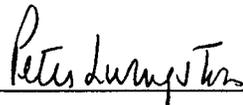


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
GLADYS McCoy/Chair

REVIEWED,

LAURENCE KRESSEL  
County Counsel  
for Multnomah County, Oregon

By   
Peter Livingston

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF MULTNOMAH COUNTY, OREGON

Julie V. Morrow and  
Charles C. Morrow and  
John C. Hampton,

PETITIONERS FOR VACATION  
OF A PUBLIC ROAD

Petitioners

( 1992)

Petitioners request the Board of Commissioners enter a Final Order of Vacation of a Public Road as follows:

1. Legal Description of the Property:

That portion of the platted right-of-way of N.W. Second Avenue from N.W. Multnomah Avenue to N.W. Wapato Drive lying adjacent to and between lots 9 and 10, block 16; and lots 1 and 14, block 17, all in Burlington Addition, a plat of record in Section 20, Township 2 North, Range 1 West of the Willamette Meridian in Multnomah County, Oregon.

(see map attached, Exhibit A to this petition)

2. Reasons for Vacation:

To increase our lot size to replace our current house and septic system with a new house and septic system.

3. Title Company Report:

Attached to this petition as Exhibit B.

4. Owners of Improvements:

There are no improvements constructed within the subject property. Confirming letters from local utility companies are attached as Exhibits C through F.

5. Names and Addresses of Abutting Owners:

Julie V. Morrow  
Charles C. Morrow  
16501 N.W. Wapato Drive  
Portland, Oregon 97231

John C. Hampton  
Agency Creek Management  
9400 S.W. Barnes Road  
400 Sunset Business Park  
Portland, Oregon 97225-6698

PETITION FOR VACATION OF A PUBLIC ROAD

Page 2

6. Signatures:

Petitioners and signature to this petition are the owners of all the land abutting the property proposed to be vacated.

*Charles C. Morrow*

Charles C. Morrow

STATE OF OREGON )  
 ) SS.  
County of Multnomah )

On this 6 day of July, 1992, personally appeared Charles C. Morrow, who, being duly sworn, signed and acknowledged said instrument to be his voluntary act and deed.

Before me

*Elsa Dietz*

Notary Public for Oregon  
My Commission Expires 4-26-93

\_\_\_\_\_  
ELSA DIETZ  
NOTARY PUBLIC - OREGON  
My Commission Expires \_\_\_\_\_

*Julie V. Morrow*  
Julie V. Morrow

STATE OF OREGON )  
 ) SS.  
County of Multnomah )

On this 6 day of July, 1992, personally appeared Julie V. Morrow, who, being duly sworn, signed and acknowledged said instrument to be his voluntary act and deed.

Before me

*Elsa Dietz*

Notary Public for Oregon  
My Commission Expires 4-26-93

\_\_\_\_\_  
ELSA DIETZ  
NOTARY PUBLIC - OREGON  
My Commission Expires \_\_\_\_\_

PETITION FOR VACATION OF A PUBLIC ROAD  
Page 3

John C. Hampton  
John C. Hampton

STATE OF OREGON            )  
  ) SS.  
County of Multnomah )

On this 9<sup>th</sup> day of July, 1992, personally appeared John Hampton, who being duly sworn, signed and acknowledged said instrument to be his voluntary act and deed.

Before me

Victoria J Shaylor  
Notary Public for Oregon  
My Commission Expires 9/03/92

# AGENCY CREEK MANAGEMENT CO.

Phone (503) 297-7691

Fax (503) 297-3188

Telex 990-848

9400 S.W. BARNES RD. • PORTLAND, OR. 97225-6698

400 SUNSET BUSINESS PARK

September 24, 1991

Mr. John Dorst  
Multnomah County  
1620 S.E. 190th  
Gresham, OR 97233

Dear Mr. Dorst:

We have been informed by a neighbor that he wishes to vacate a street in the Burlington Addition between Second Street to Wapato Drive and Multnomah Avenue. We own lots 7 and 12 in block 16 and lots 1 and 14 in block 17 of the Burlington Addition. We have tentative plans to sell this property to Mr. and Mrs. Charles Morrow and we want to make it clear that we have no objection to their request to vacate the above mentioned street.

If there is any other information you require from us to expedite the Morrows' request for vacation of the street, please let me know by phoning me at 297-7691.

Sincerely yours,

AGENCY CREEK MANAGEMENT CO.

  
JOHN C. HAMPTON  
President

JCH:vls



A HAMPTON AFFILIATE

Charles and Julie Morrow  
16501 N.W. Wapato Drive  
Portland, Oregon 97231  
(503) 621-3519

Rich Martin  
Manager Engineering

U S WEST Communications  
421 Southwest Oak Street, Room 5N15  
Portland, Oregon 97204  
Phone (503) 242-7294  
8637

U.S. West Communications  
Engineering Department  
Rich Martin  
421 S.W. Oak Street, Room 5N15  
Portland, Oregon 97204

June 26, 1992

RE: Vacation of a public right-of-way in Burlington Additon,  
Section 20, Township 2 North, R1 West

Dear Rich:

I am preparing a road vacation petition for presentation to  
Multnomah County; the proposed vacation is described as follows:

That portion of the platted right-of-way of N.W. Second  
Avenue from N.W. Multnomah Avenue to N.W. Wapato Drive lying  
adjacent to and between lots 9 and 10, block 16; and lots 1  
and 14, block 17, all in Burlington Addition, a plat of  
record in Section 20, Township 2 North, Range 1 West of the  
Willamette Meridian in Multnomah County, Oregon (see  
attached).

As part of the petition, certification is required that the  
right-of-way contains no improvements. If this is the case with  
respect to your utility, please confirm so in writing at your  
earliest convenience. I am enclosing a self-addressed, stamped  
envelope for the return of your response.

Thank you for your cooperation and assistance.

Sincerely,

*Charles C. Morrow*

Charles C. Morrow

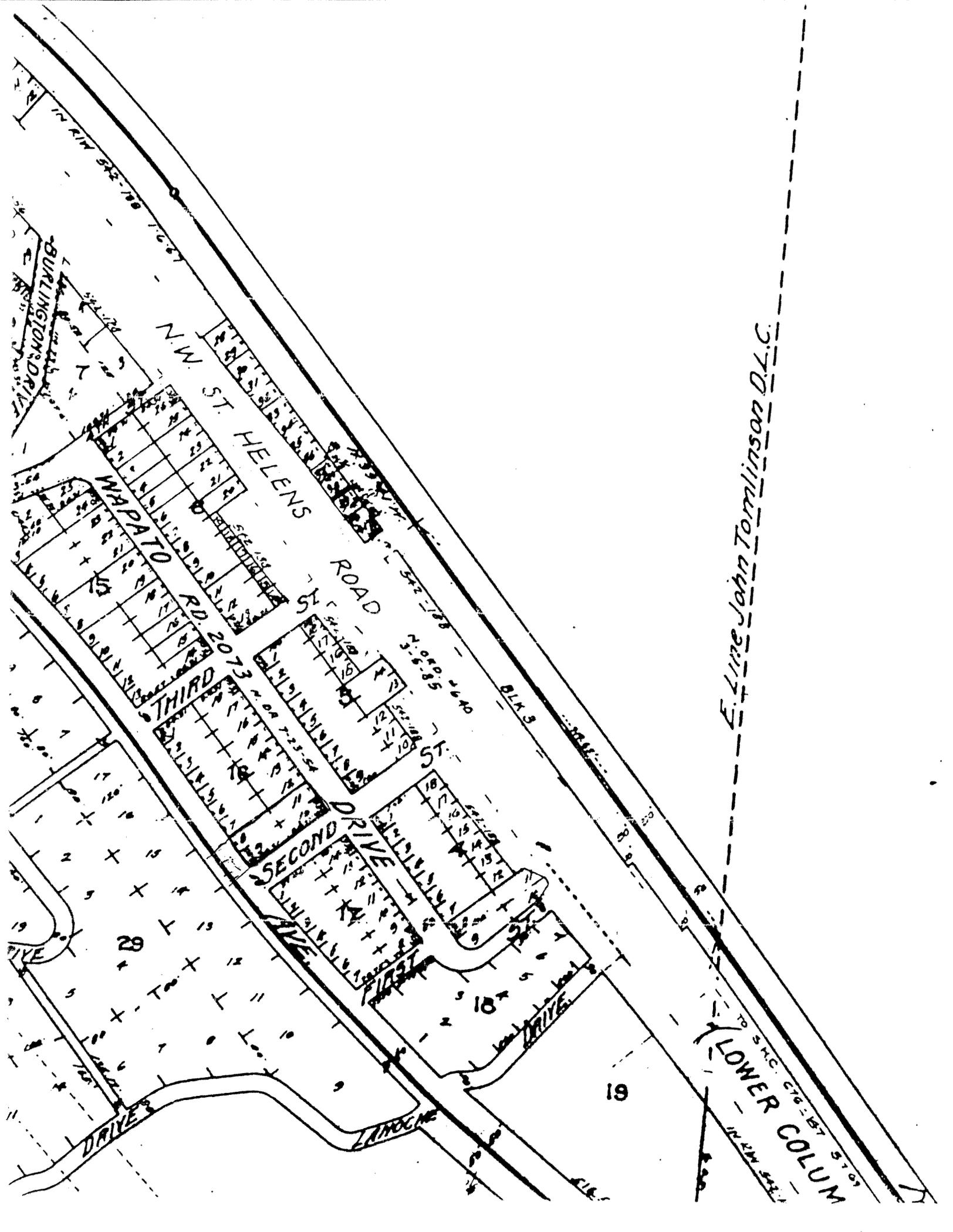
enc.

PER ATTACHED - U S WEST HAS NO KNOWN EASEMENTS OR  
INFRINGEMENTS ASSOCIATED WITH THE DESCRIBED  
PROPERTY.

*Rich Martin*  
RICH MARTIN  
c/salad

*Burlington North - HAS NO INFRINGEMENT ASSOCIATED  
WITH THE DESCRIBED PROPERTY*

ROAD MASTER *A. P. ...*



E. Line John Tomlinson D.C.

S.H.C. 670-187 5709  
LOWER COLUMN

Burlington Water District  
P.O. Box 83035  
Portland, Oregon 97283  
621-9788

July 2, 1992

Charles and Julie Morrow  
16501 N.W. Wapato Drive  
Portland, Oregon 97231

Re: Vacation of a Public Right-of-Way in Burlington Addition,  
Section 20, T1N, R1W

Dear Mr. and Mrs. Morrow:

Please be advised that the Burlington Water District has no facilities within the proposed vacation area. We would, therefore, have no objection to the County vacating the area.

If you have any questions, please contact me at the above phone number.

Sincerely,



Andy Tinkess  
Superintendent



Portland General Electric Company

July 1, 1992

Charles and Julie Morrow  
16501 NW Wapato Dr  
Portland OR 97231

Dear Mr. and Mrs. Morrow:

Portland General Electric Company has reviewed the attached request for a road vacation. PGE has no current or future need for the proposed vacation area which is that portion of the platted right-of-way of NW 2nd Avenue from NW Multnomah Avenue to NW Wapato Drive, lying adjacent to and between Lots 9 and 10, Block 16; Lots 1 and 14, Block 17; all in Burlington addition, a plat of record in Section 20, Township 2 North, Range 1 West of the Willamette Meridian in Multnomah County, Oregon. See attached map.

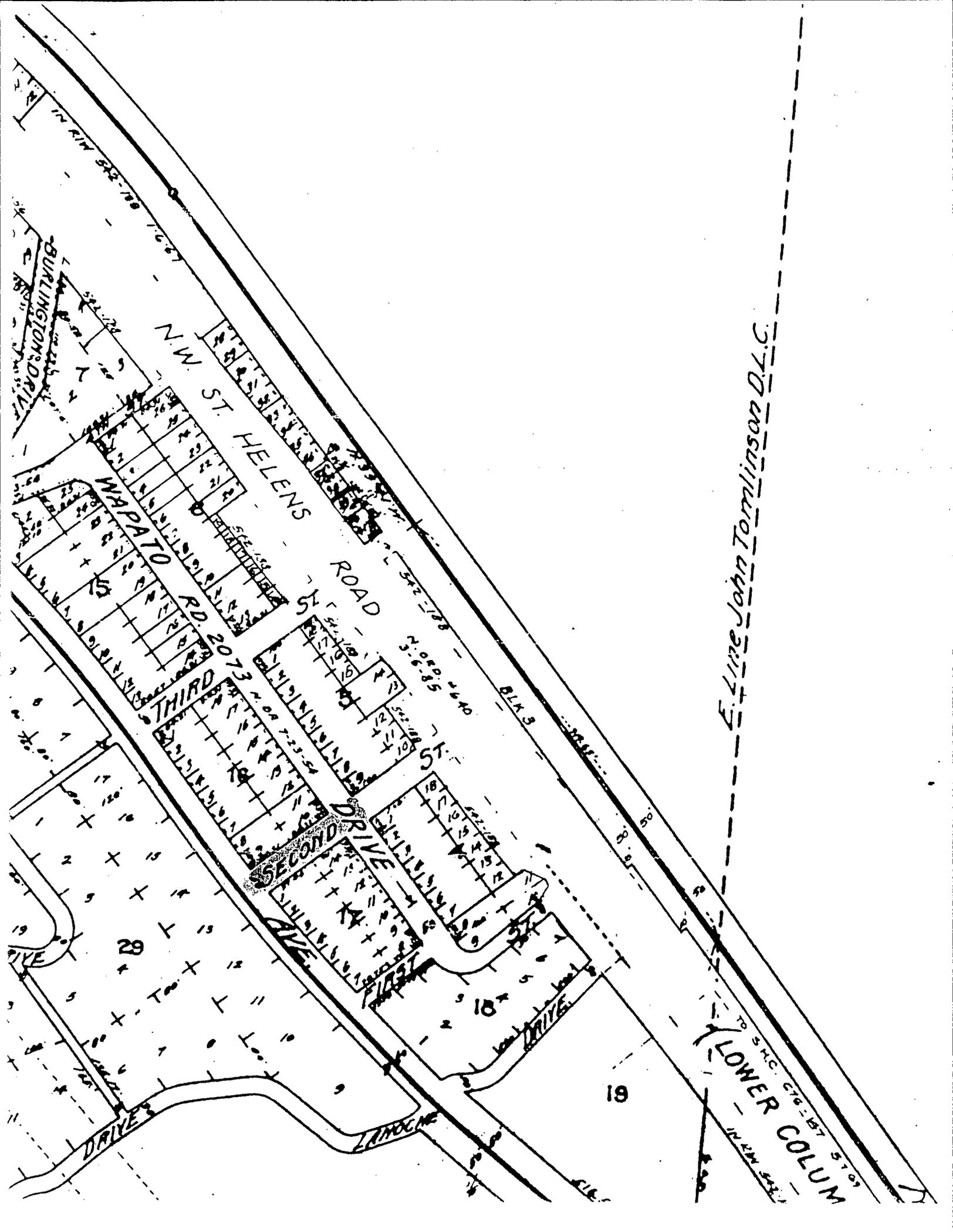
Sincerely yours,

A handwritten signature in cursive script, appearing to read 'John G. Nelson'.

John G. Nelson  
Property Services  
464-8125

JGN/sm  
S-0776b.27

Attachment



E. Line John Tomlinson D.C.

TO S.W.C. 676-157 5709  
LOWER COLUM

N.W. ST. HELENS

ROAD

WAPATO RD

THIRD

SECOND DRIVE

LANOCNE

19

BURLINGTON DRIVE

DRIVE

28

DRIVE



## Fidelity National Title Company of Oregon

401 S.W. Fourth Avenue, Portland, Oregon 97204  
(503) 223-8338

April 27, 1992

Mr. and Mrs. Chuck Morrow  
16501 NW Wapato Drive  
Portland OR 97231

Re: PS No. 54  
Road Vacation Report  
Second Street

At your request, in connection with a proposed road vacation, we have searched the Multnomah County Records to determine if there are any recorded easements, licenses, franchises or similar documents affecting the road area to be vacated, described as follows:

Part of Second Street, in Section 20, 2N1W, Willamete Meridian, Multnomah County, Oregon, lying within the Plat of Burlington, described as follows:

That part of second street lying Southerly of the Southerly line of Wapato Avenue and Northerly of the Northerly line of Multnomah Avenue.

As of April 21, 1992, at 8:00 a.m., we find no recorded easements, licenses, franchises, or similar documents affecting said property.

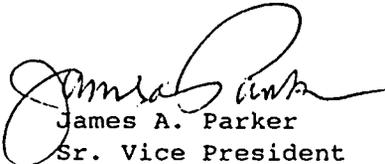
Abutting property owners to the Northwest are:

Charles C. and Julie V. Morrow  
16501 NW Wapato Drive  
Portland, OR 97231

Abutting property owner to the Southeast is:

Agency Creek Management Co.  
9400 SW Barnes Road  
Portland, OR 97225

This is not a Preliminary Title Commitment for title insurance. A full examination has not been made of the title to the above described property. Liability is limited to the amount paid for this report.

  
James A. Parker  
Sr. Vice President  
Title Operations

JP:bld

NAME AGENCY CREEK MANAGEMENT CO PROP NW WAPATO  
 PORTLAND, OREGON 97231  
 YR-AD 90 BK/PG 2296/2833 STATUS  
 MAIL 9400 SW BARNES RD STE 400 TO BE REAP FOR JAN 1, 1990  
 PORTLAND OR 97225-6660 YR APPR 84 VCHR # ACTION 618087  
 MAP 202N1W CENSUS TRACT 071.00 VCHR # DIVISION

ANNEX SID  
 ----- LEGAL DESCRIPTION -----

ADD BURLINGTON LOT BLOCK  
 1-14-17

----- LAND AND IMPROVEMENT CHARACTERISTICS ----- \*\*\* 05/30/84 \*\*\*  
 RATIO CODE 470 & APPR DISTRICT AREA 36,590 SF ZONING MUF12  
 CLASS VACANT LAND % IMP GOOD NEIGHBORHOOD 220  
 USE VAC LND YR BUILT 0000 UNITS STORIES  
 LIVING AREA ARCH VAC LND CONS

NAME AGENCY CREEK MANAGEMENT CO PROP NW WAPATO  
 PORTLAND, OREGON 97231

\*\*\*\*\* VALUE INFORMATION \*\*\*\*\*  
 ----- TRUE CASH VALUE ( NO EXEMPTIONS ) -----

YEAR	CHG DATE	CD	LAND	IMPROVEMENTS	TOTAL
89/90	04/18/89	T	19,500	0	19,500
90/91	05/02/90	T	21,600	0	21,600

\*\*\*\*\* TAX INFORMATION \*\*\*\*\* INTEREST TO 07/15/91

YEAR	TAXES DUE	TAXES LEVIED	TAXABLE VALUE	RATE
86/87	0.00 BAL	441.75 072	18,600	23.7500
	0.00 INT	15.00 509 FIRE PATROL-NORTHWEST		
	0.00 TOTAL	456.75 TOTAL	18,600	
87/88	0.00 BAL	480.81 072	18,600	25.8500
	0.00 INT	15.00 509 FIRE PATROL-NORTHWEST		
	0.00 TOTAL	495.81 TOTAL	18,600	



September 24, 1991

John Dorst  
Multnomah County  
1620 S.E. 190th  
Gresham, Or 97233

Mr. Dorst,

As per our phone conversation on September 23, 1991, we would like to explore the possibility of securing approval from Multnomah County for a street vacation for the purpose of consolidating property.

We own and live at 16501 N.W. Wapato Dr (lots 8 to 11, Block 16, Burlington Addition). In addition to being too small, our house has a poor foundation, no insulation, and an outdated electrical system. We would like to remodel, add to, or possibly rebuild, depending on economics and what we can get permits for. Although the plat maps show the area subdivided into many small lots, there are actually only a few houses out here and current zoning clearly discourages further residential development. We don't think our consolidation and improvement plans conflict since we end up with what already exists: one property with one dwelling unit. The advantage to Multnomah County includes:

- \*placing a piece of property on the tax roles, and
- \*increasing the net tax value of an existing property.

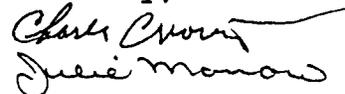
You get higher tax value, we get a larger, more energy efficient home.

As you can see on the attached map, our property is adjacent to N.W. Second Street between Wapato Drive and Multnomah Avenue. Lots 1 and 14 of Block 17, Burlington Addition abut the other side of this street. The owner of these lots is Hampton Lumber Company (listed as Agency Creek Management Company on the tax records). Mr. Hampton has agreed to sell us these lots and has indicated that he has no objection to a street vacation.

This part of N.W. Second Street has no improvements, no aboveground or underground utilities, and does not serve as access to other properties. We would be grateful if you would look into securing preliminary approvals for this action before we initiate formal vacation proceedings.

Please advise us of your determinations at your earliest convenience.

Sincerely,



Charles and Julie Morrow  
16501 N.W. Wapato Drive  
Portland, Oregon 97231  
621-3519

attachments

Charles and Julie Morrow  
16501 N.W. Wapato Drive  
Portland, Oregon 97231  
621-3519

MULTNOMAH COUNTY

April 30, 1992

ASSESSMENT & TAXATION

Mr. James Czmowski  
Oregon National Building  
610 S.W. Alder Street, Third Floor  
Portland, Oregon 97204

Dear Mr. Czmowski:

We would like to petition Multnomah County to vacate a public street. Second Street is located in the Burlington Addition, Section 20, 2N1W, between Lots 1 and 14 of Block 17 and Lots 9 and 10 of Block 16. A plat map is enclosed.

We would like to request this vacation so that we may increase our lot size to replace our house and septic system.

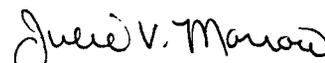
Also enclosed is a copy of a report from Fidelity National Title Company of Oregon indicating the names and addresses of all persons holding any recorded interest in the property (none).

The only improvements constructed on this street are the ones we have made ourselves; mainly a gravel road that we use for access to our back yard, and our garden.

The person who owns Lots 1 and 14 of Block 17 is Mr. John Hampton of Agency Creek Management Company. His address is 9400 S.W. Barnes Road, 400 Sunset Business Park, Portland, Oregon 97225. He has approved the sale of these two lots to us so that we may increase our lot size. Burlington Avenue abuts Second Street at the west end. It is currently the Burlington Northern Railroad right-of-way.

We would appreciate if you could expedite this request as quickly as possible as we have already spent over five months working with John Dorst to see if it would be possible. After looking into it, he told us he did not think there would be any problems. Mr. Hampton has written Mr. Dorst a letter notifying Mr. Dorst that Mr. Hampton has no objection to this vacation. If you have any questions, please call us at the above number. Thank you.

Sincerely,

  
  
Charles C. and Julie V. Morrow



## Fidelity National Title Company of Oregon

401 S.W. Fourth Avenue, Portland, Oregon 97204  
(503) 223-8338

April 27, 1992

Mr. and Mrs. Chuck Morrow  
16501 NW Wapato Drive  
Portland OR 97231

Re: PS No. 54  
Road Vacation Report  
Second Street

At your request, in connection with a proposed road vacation, we have searched the Multnomah County Records to determine if there are any recorded easements, licenses, franchises or similar documents affecting the road area to be vacated, described as follows:

Part of Second Street, in Section 20, 2N1W, Willamete Meridian, Multnomah County, Oregon, lying within the Plat of Burlington, described as follows:

That part of second street lying Southerly of the Southerly line of Wapato Avenue and Northerly of the Northerly line of Multnomah Avenue.

As of April 21, 1992, at 8:00 a.m., we find no recorded easements, licenses, franchises, or similar documents affecting said property.

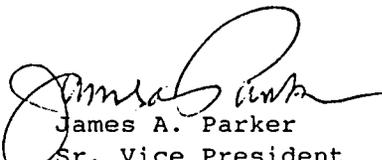
Abutting property owners to the Northwest are:

Charles C. and Julie V. Morrow  
16501 NW Wapato Drive  
Portland, OR 97231

Abutting property owner to the Southeast is:

Agency Creek Management Co.  
9400 SW Barnes Road  
Portland, OR 97225

This is not a Preliminary Title Commitment for title insurance. A full examination has not been made of the title to the above described property. Liability is limited to the amount paid for this report.

  
James A. Parker  
Sr. Vice President  
Title Operations

JP:bld

## CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale of Real Estate is made this 21<sup>st</sup> day of March, 1992 by and between AGENCY CREEK MANAGEMENT CO., an Oregon corporation, hereinafter called "Seller" and CHARLES C. and JULIE V. MORROW, husband and wife, hereinafter called "Buyers."

### AGREEMENTS:

1. In consideration of the mutual covenants and AGREEMENTS herein stated, Seller agrees to sell to Buyers and Buyers agree to purchase from Seller all of the following described real property situated in Multnomah County, State of Oregon:

Lots 7 and 12 of Block 16 and Lots 1 and 14 of Block 17, Burlington.

2. The purchase price shall be Five Thousand Dollars (\$5,000.00) payable in lump sum at the closing provided for hereinafter.

3. The sale and purchase hereby contemplated is subject to a condition that vacation of the street not built but platted as Second Street running between Wapato Drive and the present location of the Burlington Northern Railroad right-of-way in the Burlington Subdivision be vacated by action of Multnomah County. If the County has not vacated the said platted street by September 30, 1992, then either Seller or Buyers, by written notice to the other delivered by certified or registered mail, return receipt requested, may terminate this Contract. In the event such notice of termination is given, this Contract shall have no force or effect from and as of the date of such notice.

4. Otherwise, as soon as the condition for fulfillment of this Contract has been satisfied, the parties shall mutually agree upon a time and place for closing. At the closing, Seller shall deliver to Buyers a bargain and sale deed in statutory form conveying the real property to be sold hereunder to Buyers, free of all liens or encumbrances imposed or suffered by Seller, but otherwise subject only to all matters of record. Buyers shall deliver to Seller a bank certified or bank cashier's check in the amount of the purchase price, plus or minus any amount due from or to Buyers for proration of real property taxes. Taxes for the current tax year shall be prorated between Seller and Buyers as of 12:59 p.m. on the date of the closing. If the amount of taxes due on the real property being conveyed are not known for the tax year as of the date of the closing, proration shall be based on taxes applicable to the said property for the prior tax year.

5. Buyers shall record and pay for recording the deed and shall pay the premium on any policy of title insurance Buyers elect to obtain on the property.

IN WITNESS WHEREOF the parties hereto have executed this Contract for Sale of Real Property as of the date first above written.

AGENCY CREEK MANAGEMENT CO.,  
"SELLER"

By John C Hampton  
Its President

Charles C Morrow  
CHARLES C. MORROW

Julie V Morrow  
JULIE V. MORROW

"BUYERS"

STATE OF OREGON        )  
                                  ) ss.  
County of Washington)

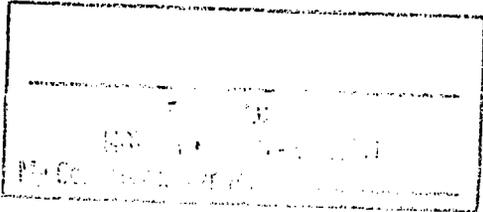
This instrument was acknowledged before me on the 24th day of March, 1992, by John C. Hampton as President of AGENCY CREEK MANAGEMENT CO.

Victoria J Shaylor  
Notary Public for Oregon  
My commission expires: 09/03/92

STATE OF OREGON        )  
                                  ) ss.  
County of Multnomah )

This instrument was acknowledged before me on the 26 day of March, 1992, by CHARLES C. MORROW and by JULIE V. MORROW.

Alan D...  
Notary Public for Oregon  
My commission expires: 4-16-93

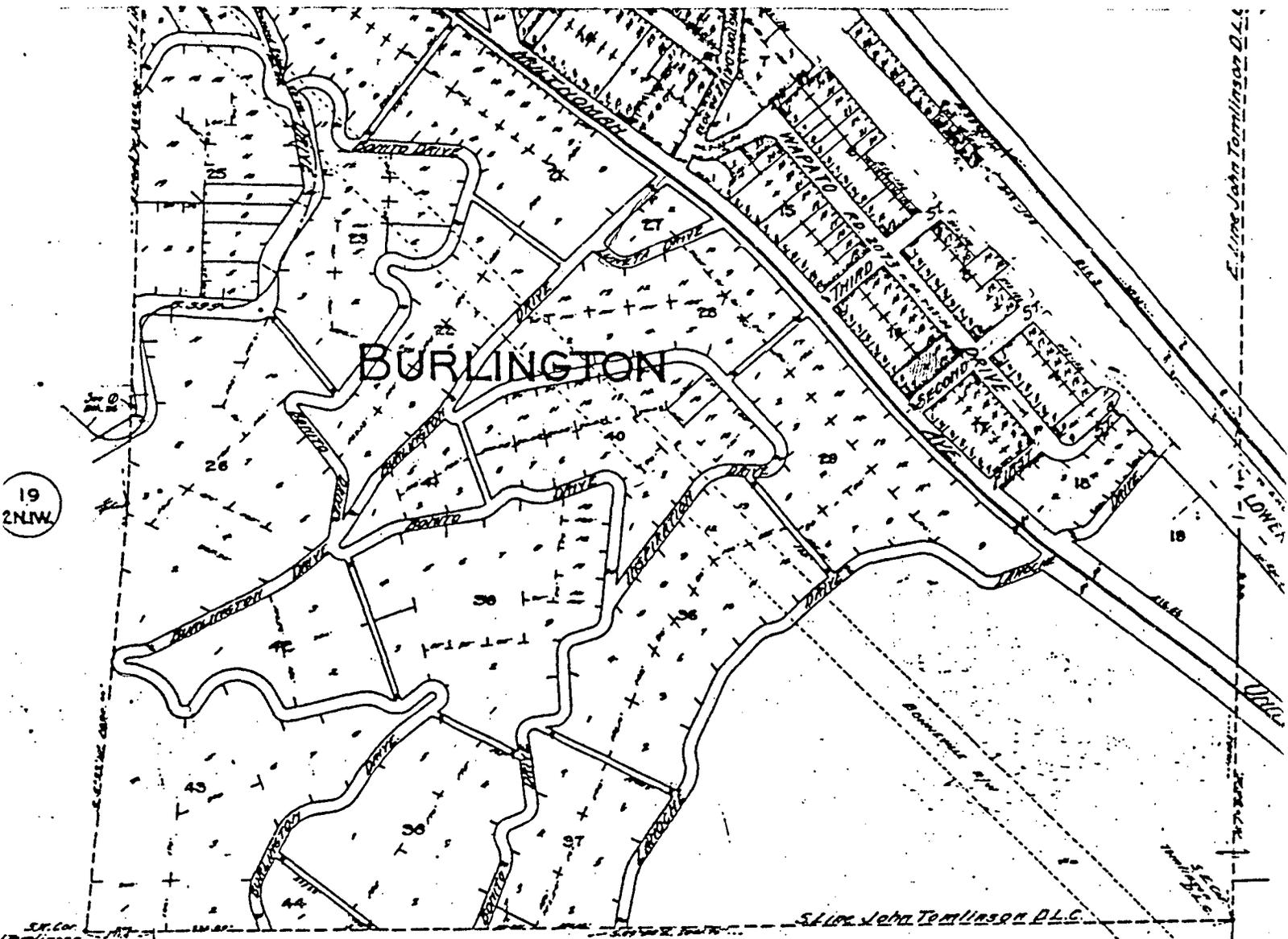


# Western Title Company

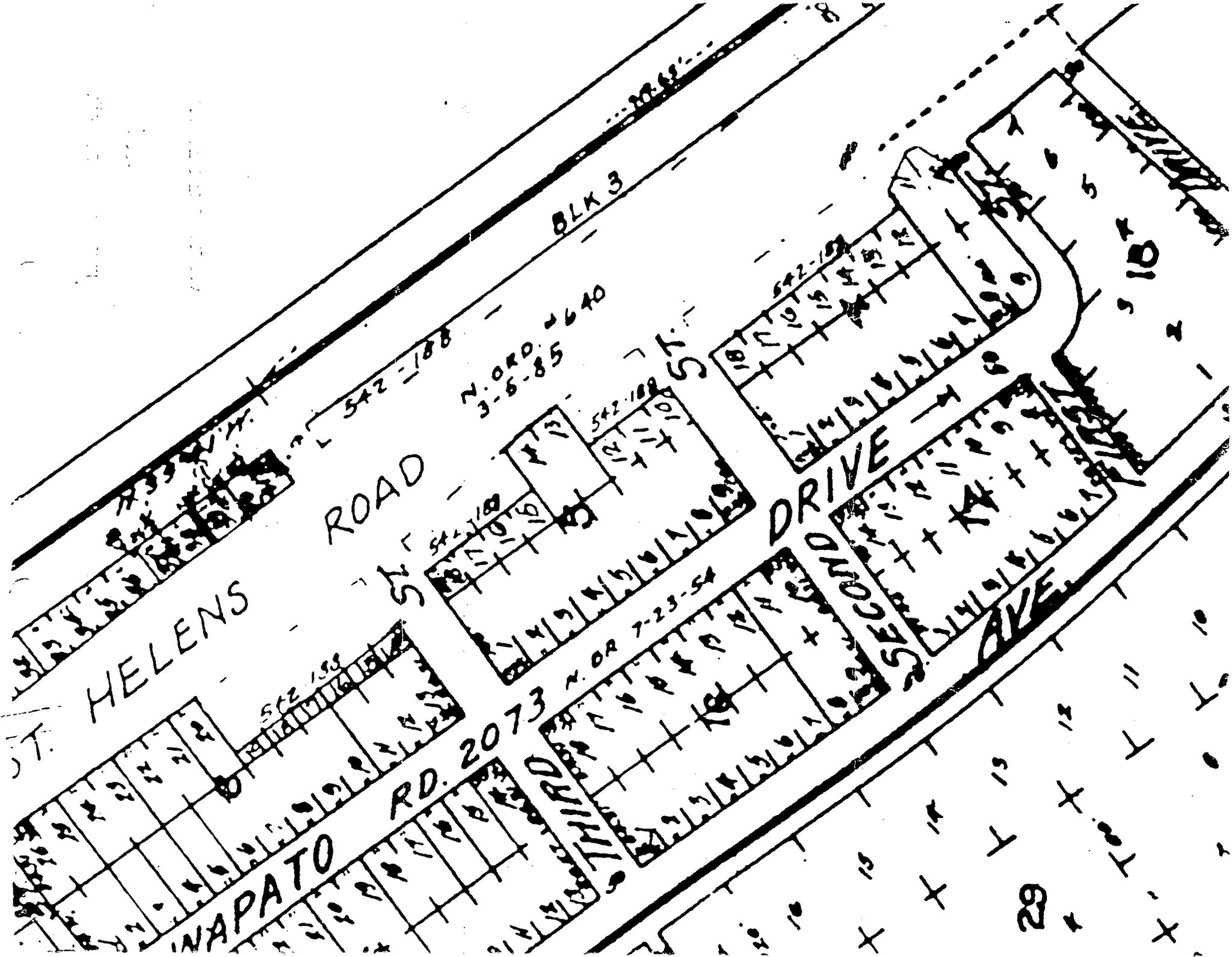
The sketch below is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.



19  
2N1W



(6)  
174.00 Ac.



29

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date **AUG 04 1992**  
Agenda No. R-13

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: REQUEST TO SCHEDULE PUBLIC HEARING FOR TRANSFER  
OF TAX FORECLOSED PROPERTY TO THE CITY OF PORTLAND  
UNDER PROVISIONS OF MULTNOMAH COUNTY ORDINANCE  
672

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

\*NAME(S) OF PERSON(S) MAKING PRESENTATION TO BOARD Larry Baxter

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

The City of Portland, by Ordinance 165516, June 10, 1992, (Enclosure 1), has requested transfer of tax foreclosed property to the Portland Bureau of Environmental Services, under provisions of Section 275.330, ORS and Multnomah County Ordinance 672, to be used as part of the long range solution to problems in the Johnson Creek Watershed.

Information required by Ordinance 672 is attached as Enclosure 2.

Request the hearing be scheduled for the regular meeting of the Board of County Commissioners to be held on August 20, 1992. (Enclosure 3).

*CERTIFIED TRUE  
8/7/92 COPIES TO LARRY BAXTER AND  
PAUL YARBOROUGH*

INFORMATION ONLY  PRELIMINARY APPROVAL  POLICY DIRECTION  APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 MINUTES

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER *Paul Yarbrough*

BUDGET/PERSONNEL: \_\_\_\_\_

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contracts) *Pete Durston*

OTHER Facilities & Property Management *[Signature]*

BOARD OF  
COUNTY COMMISSIONERS  
1992 JUL 27 PM 4: 15  
MULTNOMAH COUNTY  
OREGON

J. Solli  
N. Chase

ORDINANCE No. 165516

\* Authorize Agreements with several parties for the conveyance of property to the Bureau of Environmental Services, subject to certain conditions being fulfilled, and authorize acceptance of deeds and payments of expenses. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. That acceptance of the properties by the City is consistent with the long range goals of the Bureau of Environmental Services for the Johnson Creek Basin.
2. That these properties can be used as part of the long-range solution to problems in the Johnson Creek Watershed.
3. That acceptance of these properties is an opportunity that should be acted on now and may not always exist.

Now, Therefore, the Council directs:

- a. That the Director of the Bureau of Environmental Services, or her designee, shall sign closing documents accepting the properties listed below after the Project Manager determines that all contingencies listed in the earnest money agreements have been removed.
- b. The properties considered for acceptance are as follows:

Exhibit A:

Stanford Heights, Lots 25 and 26, Block 10; Lots 19 and 20, Block 11; W15', Lot 16 and Lots 17 - 26, Block 14; Lots 1 - 30, Block 15; Lots 1 - 29, Block 16.

Roberta B. Bocci, Eugene G. Cecchini, Bernadine L. West, and Gilbert H. Lorenzini have accepted an offer, subject to conditions, from the Bureau of Environmental Services for the purchase of their property; purchase price not to exceed \$95,000; miscellaneous closing costs not to exceed \$1,500.

Exhibit B:

Tax Lot 5 of Block 1, Edge of Town Villas  
Tax Lot 207, Section 19, 1S, 2E  
Tax Lot 1, Block 42, D&O Little Homes Sub2  
Tax Lot 24, Section 24, 1S, 1E

Enclosure 1 a

**ORDINANCE No.**

These properties will be acquired from Multnomah County through foreclosure proceedings. The County will convey the properties to the City provided that the City pay transfer costs and agree that the properties will be used for public purposes. Transfer costs are estimated at not more than \$1,500 for the four properties. The City shall accept these properties subject to the results of a level one environmental assessment.

Exhibit C:

Garbade S 432' of Lot 1, Block 1; South 720' of Lot 2, Block 1; S 743' of Lot 3, Block 1; S 770' of Lot 4, Block 1; W 1/2 acres of Lot 6, Block 1 and E 1/2 of Lot 7, Block 1; S 50' of W 1/2 of Lot 7 and 8, Block 1.

Ronald C. Dyches, Linda Dyches, Cheryl Dyches, and Ronald S. Dyches have accepted an offer, subject to conditions, from the Bureau of Environmental Services for the purchase of their property; purchase price not to exceed \$275,000; miscellaneous closing costs are estimated at \$2,000.

Each of the above transactions is to be approved by the Director of the Bureau of Environmental Services and associated documents are to be approved by the City Attorney as to form.

NOW, THEREFORE, the Council directs:

- a. The Mayor and the Auditor are hereby authorized and directed to accept a deed from each of the parties named above conveying the respective properties to the City of Portland, Bureau of Environmental Services, and to pay agreed upon purchase prices, property taxes and closing costs as required. Funds will come from FY 1991-92 Sewage System Operating Fund Budget, Center Code 14532101, Account 561000, Project 4567.

Section 2. The Council declares that an emergency exists in that the transfer of this property needs to be accepted from the different parties in a timely manner so as to prevent further real property tax assessments and other costs; therefore, this Ordinance shall be in full force and effect after its passage by Council.

Passed by the Council, JUN 10 1992

Commissioner Blumenauer  
June 3, 1992  
Jim Soli:em  
agjcrpror.js

Page 2 of 2

**BARBARA CLARK**  
Auditor of the City of Portland

By *W. Baulers* Deputy

*Enclosure 16*

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Setting a Hearing Date )  
to Consider Transfer of Tax Foreclosed ) ORDER  
Property to the City of Portland for a )  
Continuing Public Use ) 92-139

WHEREAS, pursuant to Ordinance 672, the City of Portland, Oregon has filed a request for transfer of the following tax foreclosed property;

D & O LITTLE HOMES, SUB 2  
TL #1 OF LOT 42

EDGE O'TOWN VILLAS  
TL #5 OF LOT 5, BLOCK 1

SEC 24, 1S 1E  
TL #24 0.63 AC

SEC 19, 1S 2E  
TL #207 0.11 AC

AND WHEREAS, the Tax Title Unit has reported the request to the Board at a public meeting in accordance with the ordinance; and

WHEREAS, based upon the report, it appears that the public interest will be served by the transfer;

NOW, THEREFORE, it is ORDERED:

1. A public hearing on the request shall be held on the 20th day of August , 1992, at 9:30 AM, or as soon thereafter as the matter may be heard, in Room 602, Multnomah County Courthouse, that being the time and place of the regular weekly meeting of the Multnomah County Board of Commissioners.
2. The Director of the Department of Environmental Services shall publish notice of the hearing as required by Ordinance 672.

ADOPTED this 6th day of August 1992.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Gladys McCoy*  
Gladys McCoy  
Multnomah County Chair

By *Peter Livingston*  
Peter Livingston

ACCOUNT NUMBER: 20261-6580  
LEGAL DESCRIPTION: D & O LITTLE HOMES, SUB 2  
TL #1 OF LOT 42  
PROPERTY LOCATION:  
TAXES OWED WHEN DEEDED TO COUNTY: \$12.50  
COSTS INCURRED IN MANAGING PROPERTY:\$0.00  
TOTAL TAXES & COSTS: \$12.50 MARKET VALUE 10/91: \$300.00

ACCOUNT NUMBER: 23600-0290  
LEGAL DESCRIPTION: EDGE O'TOWN VILLAS  
TL #5 OF LOT 5, BLOCK 1  
PROPERTY LOCATION:  
TAXES OWED WHEN DEEDED TO COUNTY: \$2,973.26  
COSTS INCURRED IN MANAGING PROPERTY:\$0.00  
TOTAL TAXES & COSTS: \$2,973.26 MARKET VALUE 10/91: \$12,500.00

ACCOUNT NUMBER: 99124-0240  
LEGAL DESCRIPTION: SEC 24, 1S 1E  
TL #24 0.63 AC  
PROPERTY LOCATION:  
TAXES OWED WHEN DEEDED TO COUNTY: \$11,945.85  
COSTS INCURRED IN MANAGING PROPERTY:\$0.00  
TOTAL TAXES & COSTS: \$11,945.85 MARKET VALUE 10/91: \$51,900.00

ACCOUNT NUMBER: 99219-2070  
LEGAL DESCRIPTION: SEC 19, 1S 2E  
TL #207 0.11 AC  
PROPERTY LOCATION:  
TAXES OWED WHEN DEEDED TO COUNTY: \$267.87  
COSTS INCURRED IN MANAGING PROPERTY:\$00.00  
TOTAL TAXES & COSTS: \$267.87 MARKET VALUE 10/91: \$700.00

Meeting Date AUG 06 1992

Agenda No. R-14

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Housing Affordability Demonstration Program

BCC INFORMAL August , 1992 BCC FORMAL August , 1992  
(DATE) (DATE)

DEPARTMENT Environmental Services DIVISION Tax/Title

CONTACT Larry Baxter TELEPHONE 248-3590  
HC Tupper 248-3114

PERSON(S) MAKING PRESENTATION HC Tupper, Larry Baxter

ACTION REQUESTED

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON THE BOARD AGENDA 10 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN

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

1. Eleven applications have been reviewed for property transfer under the auspices of the County Housing Affordability Demonstration Program.
2. Attached is a report containing information for Board review required by Ordinance #672. 8/7/92 COPIES TO LARRY BAXTER & HC TUPPER
3. The Board is requested to schedule a public hearing.

(If space is inadequate, please use other side)

SIGNATURES:

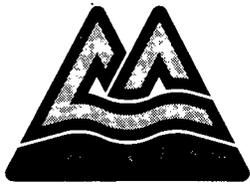
ELECTED OFFICIAL \_\_\_\_\_

OR

DEPARTMENT MANAGER R. Sherit \_\_\_\_\_

(All accompanying documents must have required signatures)

BOARD OF COUNTY COMMISSIONERS  
1992 JUL 30 AM 11:45  
MULTNOMAH COUNTY OREGON



# MULTNOMAH COUNTY OREGON

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DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000  
2115 S.E. MORRISON  
PORTLAND, OREGON 97214  
FAX: (503) 248-3048

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

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TO: Board of County Commissioners  
FROM: Cecile Pitts, Community Development Division  
RE: Scheduling Public Hearing for THIRD Inventory Under the  
County Housing Affordability Demonstration Program  
DATE: July 30, 1992

The Board of County Commissioners is requested to schedule a public hearing for the Housing Affordability Demonstration Program in accordance with County Ordinance #672, and adopted procedures for the Program. Attached is an ORDER to schedule the hearing. Also attached are a one page table of the applications and recommendations; and the Tax Title information relevant to each property.

The Technical Review Committee Project Ranking Report will be distributed on August 4. The Ranking Report provides review and recommendation for each application, along with supporting information of the rating and ranking. The Report also details the conditions recommended for each proposed transfer. Complete application and review information are maintained at the Community Development Division.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
for  
MULTNOMAH COUNTY, OREGON

Setting a Hearing Date in the Matter of )  
Request for Transfer of Tax )  
Foreclosed Property under ) ORDER  
the County Housing Afford- ) 92-140  
ability Demonstration Program )

WHEREAS, request for eleven properties have been received pursuant to County Ordinance #672 and the County Housing Affordability Demonstration Program procedures; and

WHEREAS, in accordance with the Ordinance the Department of Social Services has reported the request to the Board in public meeting; and

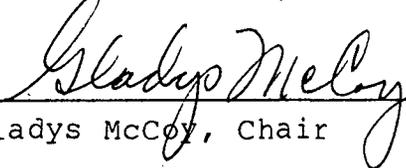
WHEREAS, based on the report, it appears that the public interest will be served by holding a public hearing on proposed transfers in accordance with Ordinance #672.

NOW, THEREFORE, it is ordered that a public hearing on the requests shall be held on August 27, 1992 1992, and the Director shall publish notice on the hearing as required by Ordinance #672.

ADOPTED this 6th day of August 1992.

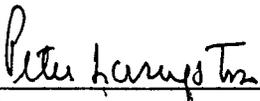


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy, Chair

REVIEWED:

LAURENCE KRESSEL  
MULTNOMAH COUNTY COUNSEL

By   
Peter Livingston, Assistant Counsel

AFFORDABLE HOUSING DEMONSTRATION PROJECT  
THIRD INVENTORY APPLICATIONS  
CLOSED JUNE 15, 1992

Applicant	Property	Type of Proposal	Taxes Owed + Expenses = Lien Amount			Recommendation
Better Housing Trust Corp	* 10001 N. Willamette #61330-2060	Renovate house for use in Homestead Program.	\$9,065.62	\$683.57	\$9,749.19	Deny
Miracle Revivals, Inc.	* 10001 N. Willamette #61330-2060	Renovate house for rental housing.	\$9,065.62	\$683.57	\$9,749.19	Deny
Portland Development Commission	* 10001 N. Willamette #61330-2060	Renovate house for use in Homestead Program.	\$9,065.62	\$683.57	\$9,749.19	Approve
ROSE	W of 7429 SE Bybee #37260-0020 E of 7409 SE Bybee #37260-0030	Build duplex for rental housing.	\$619.14 \$1,331.46	- 0 - - 0 -	\$619.14 <u>\$1,331.46</u> \$1,950.60	Approve
ROSE	▲ E of 6110 SE Tolman #84240-2920	Build duplex for rental housing.	\$3,399.46	- 0 -	\$3,399.46	Approve
HOST	3732 NE Eighth Ave #49210-0690	Build single family residence for sale.	\$3,124.58	\$1,157.73	\$4,282.31	Approve
Northwest Housing Alternatives	9714 N. Charleston #62130-1310	Build group home for elderly.	\$3,721.81	\$159.81	\$3,881.62	Approve
Northwest Housing Alternatives	W of 5109 NE Killingsworth #43410-3000	Build group home for elderly.	\$6,780.00	\$951.32	\$7,731.32	Approve
Northwest Housing Alternatives	N of 3021 NE Rodney #91640-3480	Build group home for elderly.	\$3,796.99	- 0 -	\$3,796.99	Approve
Northwest Housing Alternatives	▲ E of 6110 SE Tolman #84240-2920	Build group home for elderly.	\$3,399.46	- 0 -	\$3,399.46	Deny
Minority Youth Concerns Action Program	Submitted application for unavailable properties.					Application not ranked.
Give Us This Day, Inc.	Submitted application for unavailable properties.					Application not ranked.

affordtb.3 7/27/92

- \* Duplicate Requests for 10001 N. Willamette
- ▲ Duplicate Requests for E of 6110 SE Tolman

ACCOUNT NUMBER: 61330-2060  
LEGAL DESCRIPTION: NORTH ST JOHNS  
LOT 7, BLOCK 13  
PROPERTY LOCATION: 10001 N WILLAMETTE BLVD  
TAXES OWED WHEN DEEDED TO COUNTY: \$9,065.62  
COSTS INCURRED IN MANAGING PROPERTY:\$683.57  
TOTAL TAXES & COSTS: \$9,749.19      MARKET VALUE 10/91: \$27,200.00

ACCOUNT NUMBER: 37260-0020  
LEGAL DESCRIPTION: HECKER ADD  
E 1/2 OF LOT 2, BLOCK 1  
PROPERTY LOCATION: WEST OF 7429 SE BYBEE BLVD  
TAXES OWED WHEN DEEDED TO COUNTY: \$619.14  
COSTS INCURRED IN MANAGING PROPERTY:\$0.00  
TOTAL TAXES & COSTS: \$619.14      MARKET VALUE 10/91: \$1,300.00

ACCOUNT NUMBER: 37260-0030  
LEGAL DESCRIPTION: HECKER ADD  
LOT 3, BLOCK 1  
PROPERTY LOCATION: EAST OF 7409 SE BYBEE BLVD  
TAXES OWED WHEN DEEDED TO COUNTY: \$1,331.46  
COSTS INCURRED IN MANAGING PROPERTY:\$0.00  
TOTAL TAXES & COSTS: \$1,331.46      MARKET VALUE 10/91: \$2,600.00

ACCOUNT NUMBER: 84240-2920  
LEGAL DESCRIPTION: TREMONT PLACE  
LOTS 1 & 2, BLOCK 11  
PROPERTY LOCATION: EAST OF 6110 SE TOLMAN  
TAXES OWED WHEN DEEDED TO COUNTY: \$3,399.46  
COSTS INCURRED IN MANAGING PROPERTY:\$0.00  
TOTAL TAXES & COSTS: \$3,399.46      MARKET VALUE 10/91: \$11,900.00

ACCOUNT NUMBER: 49710-0690  
LEGAL DESCRIPTION: LINCOLN PARK  
S 1/2 OF LOT 4, BLOCK 5  
PROPERTY LOCATION: 3732 NE 8TH AVE  
TAXES OWED WHEN DEEDED TO COUNTY: \$3,124.58  
COSTS INCURRED IN MANAGING PROPERTY:\$1,157.73  
TOTAL TAXES & COSTS: \$4,282.31      MARKET VALUE 10/91: \$7,200.00

ACCOUNT NUMBER: 62130-1310  
LEGAL DESCRIPTION: OAK PARK ADD 2  
N 1/2 OF LOTS 10 & 11, BLOCK 7  
PROPERTY LOCATION: FORMER 9714 N CHARLESTON AVE  
TAXES OWED WHEN DEEDED TO COUNTY: \$3,721.81  
COSTS INCURRED IN MANAGING PROPERTY:\$159.81  
TOTAL TAXES & COSTS: \$3,881.62    MARKET VALUE 10/91: \$5,900.00

ACCOUNT NUMBER: 43410-3000  
LEGAL DESCRIPTION: JORBADE  
EXC PT IN ST - S 112' OF LOT 16, BLOCK 1  
PROPERTY LOCATION: WEST OF 5109 NE KILLINGSWORTH  
TAXES OWED WHEN DEEDED TO COUNTY: \$6,780.00  
COSTS INCURRED IN MANAGING PROPERTY:\$951.32  
TOTAL TAXES & COSTS: \$7,731.32    MARKET VALUE 10/91: \$25,300.00

ACCOUNT NUMBER: 91640-3480  
LEGAL DESCRIPTION: WILLIAMS AVENUE ADD  
LOT 15, BLOCK 10  
PROPERTY LOCATION: NORTH OF 3021 NE RODNEY AVE  
TAXES OWED WHEN DEEDED TO COUNTY: \$3,796.99  
COSTS INCURRED IN MANAGING PROPERTY:\$0.00  
TOTAL TAXES & COSTS: \$3,796.99    MARKET VALUE 10/91: \$4,000.00

MULTNOMAH COUNTY HOUSING AFFORDABILITY  
Demonstration Program  
Technical Review Committee  
Project Ranking Report

Dated: July 20, 1992

Applicant: Miracle Revivals, Inc.

Project Name: "Miracle House" #1

Property Location: 10001 N. Willamette, Port. (St. Johns Friends  
of Cathedral Park )

Applicant Status: 501(c)3 Corporation

Date Submitted: June 15, 1992

Description of Project and Proposed Use: Provide rental housing to a family  
meeting financial guidelines to qualify for low-very low income rental housing

Program Criteria: Applicant meets the minimum threshold requirements established by the Housing Affordability Demonstration Program. Specific issues and recommended conditions are described under the Committee Comments and Recommendations section, page 2 of this report.

- a. Applicant demonstrates capacity to carry out project.
- b. Applicant proposes project plan that results in timely completion and use.
- c. Applicant financial plan is complete and sufficient to carry out project.
- d. Applicant provides sufficient operation and maintenance plan, including hazard insurance, during construction and development phase of project.
- e. Applicant demonstrates community support.
- f. Applicant project contributes to neighborhood stability.
- g. Applicant demonstrates knowledge of planning, zoning, and building requirements.
- h. Project results in affordable housing for lower income person.

Project Name: "Miracle House #1"

Bonus Point Criteria: Applicant received no points in bonus criteria categories.

- l. Applicant demonstrates project results in housing affordable to very low income persons or special needs populations.
- j. Applicant demonstrates commitment to ensure longer term project affordability.

Committee Comments: Miracle Revivals, Inc. proposes to renovate and redevelop the house at 10001 N. Willamette for low income rental housing. Miracle Revivals, Inc. is church based non-profit, with a board of Walter and Doris Scott and a group of volunteers. The Scotts run a construction company as well as the Miracle Revivals Church on North Williams Ave. The Miracle Revivals corporation has no paid staff. Miracle Revivals estimates a \$15,000 renovation for the house with donated materials and agency contributions providing \$7,000 of the rehabilitation costs and the remaining \$8,000 gathered from project fund-raising efforts. Miracle Revivals proposes a monthly rental cost of \$275 to \$325 in the two bedroom house.

Committee Recommendation: Deny transfer request. Miracle Revivals, Inc. is a true neighborhood based organization with considerable construction expertise. The community support demonstrated by Miracle Revivals was a statement of community pride. No contact with the Neighborhood Association or immediate neighbors was demonstrated. The tenants proposed by Miracle Revivals include references to requiring same sex children of families renting the renovated house in violation of the Fair Housing Amendments Act. The funding for the project is uncertain and Miracle Revivals, Inc. has no experience in the management and ownership of rental properties. The Technical Review Committee encourages future applications to the HADP and review of this application and program guidelines with County staff. It is unclear whether Miracle Revivals corporate evangelistic mission and by-laws qualify it as a "housing sponsor" under Ordinance 672 and the HADP. The TRC judged the PDC application the strongest for this property.

MULTNOMAH COUNTY HOUSING AFFORDABILITY  
Demonstration Program  
Technical Review Committee  
Project Ranking Report

Dated: July 20, 1992

Applicant: Better Housing Trustcorp.

Project Name: Project 2000 #0049

Property Location: 10001 N. Willamette, Port. of Cathedral Park)  
(St. John's Friends

Applicant Status: 501(c)3 corporation

Date Submitted: June 15, 1992

Description of Project and Proposed Use: Provide Special Needs Housing to permanently disabled wheelchair users for Lease/Option to a lower-income family that requires Handicapped residency under a lease agreement.

Program Criteria: Applicant meets the minimum threshold requirements established by the Housing Affordability Demonstration Program. Specific issues and recommended conditions are described under the Committee Comments and Recommendations section, page 2 of this report.

- a. Applicant demonstrates capacity to carry out project.
- b. Applicant proposes project plan that results in timely completion and use.
- c. Applicant financial plan is complete and sufficient to carry out project.
- d. Applicant provides sufficient operation and maintenance plan, including hazard insurance, during construction and development phase of project.
- e. Applicant demonstrates community support.
- f. Applicant project contributes to neighborhood stability.
- g. Applicant demonstrates knowledge of planning, zoning, and building requirements.
- h. Project results in affordable housing for lower income person.

Project Name: Project 2000 #0049

Bonus Point Criteria: Applicant received no points in bonus criteria categories.

1. Applicant demonstrates project results in housing affordable to very low income persons or special needs populations.
- j. Applicant demonstrates commitment to ensure longer term project affordability.

Committee Comments: Better Housing Trustcorp proposes to combine the housing models described in the Housing Affordability Demonstration program application materials. Better Housing Trustcorp. proposes renovating the house for physically disabled people, leasing the house with an option to buy at the sponsor's suggested fair market value. The lessee would pay 30% of income or Section 8 rental schedules applying part of the rental payment against principal to vest ownership in the tenant over a thirty year term. Better Housing Trustcorp is a real estate management and holding company with the production of affordable housing as part of its corporate purpose.

Committee Recommendation: Deny transfer request. Better Housing Trustcorp proposes a project rehabilitation cost of \$12,000 with "soft" costs of development totaling \$14,000. These soft costs include such specified entries as: outreach to local community \$2,000; developer fee \$2,500; administrative costs \$3,000; training and technical assistance \$1,500. This frontloading of costs seems excessive and unreasonable. Better Housing Trustcorp demonstrates no experience in providing social services earmarked in its financial pro forma such as "Outreach to counsel, qualify and train beneficiary." The Technical Review Committee suggests developing a partnership with an established disabled services organization to provide services in such a project. The Fair Market Value of the house after renovation includes \$11,000 for "estimated liens/encumbrances" which appears to add into the cost of the house the construction hard costs for a second time. The TRC judged the PDC application to be the strongest for this property.

MULTNOMAH COUNTY HOUSING AFFORDABILITY  
Demonstration Program  
Technical Review Committee  
Project Ranking Report

Dated: July 20, 1992

Applicant: Portland Development Commission

Project Name: Portland Homestead Program

Property Location: 10001 N. Willamette, Port. (St. John's Friends of Cathedral Park)

Applicant Status: Government Sponsored Agency (City of Portland)

Date Submitted: June 15, 1992

Description of Project and Proposed Use: Provide affordable housing to a single family homeowner whose income is 80% or below median. Provide full house rehabilitation.

Program Criteria: Applicant meets the minimum threshold requirements established by the Housing Affordability Demonstration Program. Specific issues and recommended conditions are described under the Committee Comments and Recommendations section, page 2 of this report.

- a. Applicant demonstrates capacity to carry out project.
- b. Applicant proposes project plan that results in timely completion and use.
- c. Applicant financial plan is complete and sufficient to carry out project.
- d. Applicant provides sufficient operation and maintenance plan, including hazard insurance, during construction and development phase of project.
- e. Applicant demonstrates community support.
- f. Applicant project contributes to neighborhood stability.
- g. Applicant demonstrates knowledge of planning, zoning, and building requirements.
- h. Project results in affordable housing for lower income person.

**Project Name: Portland Homestead Program**

Bonus Point Criteria: Applicant received no points in either criteria category.

- l. Applicant demonstrates project results in housing affordable to very low income persons or special needs populations.
- j. Applicant demonstrates commitment to ensure longer term project affordability.

Committee Comments: PDC is requesting transfer of this tract containing a salvageable house for use in the Urban Homestead Program. The house will be comprehensively renovated, sold to a buyer at 80% of median income with a mortgage of approximately \$50,000 over a 25 year term at 6% interest. This results in an estimated PITI payment of \$419.00 monthly. THE PDC Urban Homestead has the demonstrated capacity to renovate houses for low income home ownership.

Committee Recommendation: Approve transfer request. The requested tract is in an identified City of Portland Block Grant eligible low income area. The PDC application seeks to avoid the second mortgage and conditions of the Housing Affordability Demonstration Project by paying the property tax arrears and costs as well as entering the Urban Homestead guidelines for low income eligibility and home occupancy. PDC program guidelines and the HADP home ownership program requirements are largely in accord. PDC included perfunctory and general community support documentation in its application. The Technical Review Committee recommends PDC make a presentation of project goals and services to the Friends of Cathedral Park neighborhood association and solicit support and comments from the neighborhood association board to be forwarded for review to the TRC. The Technical Review Committee encourages first source hiring in all the projects supported by the HADP.

MULTNOMAH COUNTY HOUSING AFFORDABILITY  
Demonstration Program  
Technical Review Committee  
Project Ranking Report

Dated: July 20, 1992

Applicant: ROSE Community Development Corporation

Project Name: ROSE Homes 1

Property Location: W of 7429 SE Bybee, E of 7409 SE Bybee (Brentwood-  
Darlington Neigh. Assoc.)

Applicant Status: 501(c)3 corporation

Date Submitted: June 15, 1992

Description of Project and Proposed Use: Build four-bedroom unit home  
financed by builder. After construction is completed, ROSE will purchase  
unit using federal HOME funds. ROSE will rent the unit to very low-income  
families under the Section 8 program.

Program Criteria: Applicant meets the minimum threshold requirements established by the Housing Affordability Demonstration Program. Specific issues and recommended conditions are described under the Committee Comments and Recommendations section, page 2 of this report.

- a. Applicant demonstrates capacity to carry out project.
- b. Applicant proposes project plan that results in timely completion and use.
- c. Applicant financial plan is complete and sufficient to carry out project.
- d. Applicant provides sufficient operation and maintenance plan, including hazard insurance, during construction and development phase of project.
- e. Applicant demonstrates community support.
- f. Applicant project contributes to neighborhood stability.
- g. Applicant demonstrates knowledge of planning, zoning, and building requirements.
- h. Project results in affordable housing for lower income person.

Project Name: ROSE Homes 1

Bonus Point Criteria: Applicant received points in both bonus point criteria categories.

- l. Applicant demonstrates project results in housing affordable to very low income persons or special needs populations.
- j. Applicant demonstrates commitment to ensure longer term project affordability.

Committee Comments: Revitalize Outer South East Community Development Corporation is a newly incorporated agency whose board is composed of neighborhood residents and others with experience and interest in the ROSE mission of fostering and promoting decent affordable housing opportunities in its target area. ROSE proposes to contract with a builder for construction of a duplex attached housing, each unit with four bedrooms, on the requested tracts. The builder, William Reed of R&R Energy Resources, has experience with affordable, practical construction techniques and energy efficient structures and will provide construction financing for the development. The estimated cost for the two units is \$91,000. ROSE proposes to combine a conventional bank loan with grant funds to form the permanent financing for the project. ROSE proposes to rent the units to tenants at 50% of median income under the auspices of the private market Section 8 rental subsidy program.

Committee Recommendation: Approve transfer request. The transfer request forms the basis of the first development project for ROSE. ROSE has considerable development expertise on its board, has established connection to established Southeast Portland social services and housing agencies. The development plan for the tracts is well thought out and benefits very low income large families, a difficult housing market to serve. The projected square foot construction costs are extremely low and the take-out financing commitments tenuous. Contractor monitoring and performance will be critical to the success of this project. ROSE has contacted the affected neighborhood associations who have committed their support to the project. The TRC encourages first source hiring in all the projects supported by the HADP.

MULTNOMAH COUNTY HOUSING AFFORDABILITY  
Demonstration Program  
Technical Review Committee  
Project Ranking Report

Dated: July 20, 1992

Applicant: ROSE Community Development Corporation

Project Name: ROSE Homes 1

Property Location: E of 6110 SE Tolman (Mt. Scott-Arleta Neigh. Assoc)

Applicant Status: 501(c)3 corporation

Date Submitted: June 15, 1992

Description of Project and Proposed Use: Build four-bedroom unit home financed by builder. After construction is completed, ROSE will purchase unit using federal HOME funds. ROSE will rent the unit to very low-income families under the Section 8 program.

Program Criteria: Applicant meets the minimum threshold requirements established by the Housing Affordability Demonstration Program. Specific issues and recommended conditions are described under the Committee Comments and Recommendations section, page 2 of this report.

- a. Applicant demonstrates capacity to carry out project.
- b. Applicant proposes project plan that results in timely completion and use.
- c. Applicant financial plan is complete and sufficient to carry out project.
- d. Applicant provides sufficient operation and maintenance plan, including hazard insurance, during construction and development phase of project.
- e. Applicant demonstrates community support.
- f. Applicant project contributes to neighborhood stability.
- g. Applicant demonstrates knowledge of planning, zoning, and building requirements.
- h. Project results in affordable housing for lower income person.

**Project Name:** ROSE Homes 1, E of 6110 SE Tolman

Bonus Point Criteria: Applicant received points in both bonus point criteria categories.

1. Applicant demonstrates project results in housing affordable to very low income persons or special needs populations.
- j. Applicant demonstrates commitment to ensure longer term project affordability.

Committee Comments: Revitalize Outer South East Community Development Corporation is a newly incorporated agency whose board is composed of neighborhood residents and others with experience and interest in the ROSE mission of fostering and promoting decent affordable housing opportunities in its target area. ROSE proposes to contract with a builder for construction of a duplex attached housing, each unit with four bedrooms, on the requested tract. The builder, William Reed of R&R Energy Resources, has experience with affordable, practical construction techniques and energy efficient structures and will provide construction financing for the development. The estimated cost for the two units is \$91,000. ROSE proposes to combine a conventional bank loan with grant funds to form the permanent financing for the project. ROSE proposes to rent the units to tenants at 50% of median income under the auspices of the private market Section 8 rental subsidy program.

Committee Recommendation: Approve transfer request. The transfer request forms the basis of the first development project for ROSE. ROSE has considerable development expertise on its board, has established connection to established Southeast Portland social services and housing agencies. The development plan for the tract is well thought out and benefits very low income large families, a difficult housing market to serve. The projected square foot construction costs are extremely low and the take-out financing commitments tenuous. Contractor monitoring and performance will be critical to the success of this project. ROSE has contacted the affected neighborhood associations who have committed their support to the project. The TRC encourages first source hiring in all the projects supported by the HADP.

MULTNOMAH COUNTY HOUSING AFFORDABILITY  
Demonstration Program  
Technical Review Committee  
Project Ranking Report

Dated: July 20, 1992

Applicant: HOST Development, Inc.

Project Name: HOST Development, Inc.

Property Location: 3732 NE 8th Ave., Port. (King Neighborhood Assoc.)

Applicant Status: 501(c)3 Corporation

Date Submitted: , 1992

Description of Project and Proposed Use: Build a new house for lower income home ownership. Combine requested property with currently owned lot (3274 NE 8th) to take advantage of economy of scale and reduced construction costs to build affordable housing.

Program Criteria: Applicant meets the minimum threshold requirements established by the Housing Affordability Demonstration Program. Specific issues and recommended conditions are described under the Committee Comments and Recommendations section, page 2 of this report.

- a. Applicant demonstrates capacity to carry out project.
- b. Applicant proposes project plan that results in timely completion and use.
- c. Applicant financial plan is complete and sufficient to carry out project.
- d. Applicant provides sufficient operation and maintenance plan, including hazard insurance, during construction and development phase of project.
- e. Applicant demonstrates community support.
- f. Applicant project contributes to neighborhood stability.
- g. Applicant demonstrates knowledge of planning, zoning, and building requirements.
- h. Project results in affordable housing for lower income person.

**Project Name:** HOST Development, Inc.

Bonus Point Criteria: Applicant received no points in either criteria category.

1. Applicant demonstrates project results in housing affordable to very low income persons or special needs populations.
- j. Applicant demonstrates commitment to ensure longer term project affordability.

Committee Comments: The redevelopment project area of HOST centers around the requested tract located at 3732 NE 8th Avenue. HOST owns the vacant lot adjoining the property to the south and proposes to demolish the existing, unsalvageable structure and combine the lots to build two, new houses with shared garage wall and driveway. The houses are designed to be neighborhood compatible and should achieve some construction cost savings with both houses built together with like floor plans. The houses are projected to cost \$50,000. HOST is exploring a permanent financing arrangement with PDC to develop a rent-to-own program affordable for buyers with a 50% of median household income. HOST has a line of credit from a consortium of local banks providing a secure source for construction financing. The HOST project seeks to increase home ownership opportunity and encourage neighborhood stabilization. To this end, HOST has a partnership with Emanuel Hospital Home Ownership Program, providing employees down payment assistance to buy houses near the hospital. HOST has also committed to involve neighborhood residents in the construction of at least one of the proposed houses through an agreement with the PCC Building trades Training Program, a job training and skills building project giving students hand on experience in the construction trades.

Committee Recommendation: Approve transfer request. HOST is currently building two shared wall houses with separate ownership on Failing Street around the corner from the requested tract. The experience gained from that development should help keep costs low and better integrate the scheduling of services provided by the PCC Building Trades Training Program for the requested tract. The transfer to HOST will remove an eyesore property from the neighborhood. Additionally, as the tract has a substandard 25' of street frontage, redevelopment of the tract is the most straightforward if attached to the southerly adjacent lot owned by HOST. The marketing plan to reach the Housing Affordability Demonstration Program's targeted low income buyers is unclear. With firmer construction cost estimates and take-out financing commitment, the Technical Review Committee requests that HOST submit a projected PITI cost for the houses and proposed debt to income ratios ensuring buyer eligibility at the 80% of median income ceiling. The Technical Review Committee recommends that HOST make a presentation of the project, design and goals to the King Neighborhood association and solicit support and comments to be forwarded for review to the TRC. The Technical Review encourages first source hiring practices in all the projects supported by the HADP.

MULTNOMAH COUNTY HOUSING AFFORDABILITY  
Demonstration Program  
Technical Review Committee  
Project Ranking Report

Dated: July 20, 1992

Applicant: Northwest Housing Alternatives

Project Name: Beech Place

Property Location: 9714 N. Charleston Ave., Port. (St. Johns Neigh Assoc.)

Applicant Status: 501(c)3 corporation

Date Submitted: June 15, 1992

Description of Project and Proposed Use: Construction and operation of Adult Foster Home to provide supportive housing for Medicaid eligible frail elders.

Program Criteria: Applicant meets the minimum threshold requirements established by the Housing Affordability Demonstration Program. Specific issues and recommended conditions are described under the Committee Comments and Recommendations section, page 2 of this report.

- a. Applicant demonstrates capacity to carry out project.
- b. Applicant proposes project plan that results in timely completion and use.
- c. Applicant financial plan is complete and sufficient to carry out project.
- d. Applicant provides sufficient operation and maintenance plan, including hazard insurance, during construction and development phase of project.
- e. Applicant demonstrates community support.
- f. Applicant project contributes to neighborhood stability.
- g. Applicant demonstrates knowledge of planning, zoning, and building requirements.
- h. Project results in affordable housing for lower income person.

Project Name: Beech Place

Bonus Point Criteria: Applicant received points in each bonus point criteria category.

1. Applicant demonstrates project results in housing affordable to very low income persons or special needs populations.
- j. Applicant demonstrates commitment to ensure longer term project affordability.

Committee Comments: Northwest Housing Alternatives to build an adult foster home providing housing for 4 or 5 Medicaid eligible elderly persons with supervisory care services. The group home development is a collaboration of the Multnomah County Aging Services Division (ASD) and Northwest Housing Alternatives. ASD will recruit and license operators and provide case management services while Northwest Housing Alternatives (NHA) will build and own the facility and lease it to the primary care giving agency. NHA has committed to retaining the project in low income use for a period of thirty years. The estimated cost of the house is \$190,000 for 2,600 square feet of living area with handicapped accessibility features based upon specification of a similar group home recently completed by NHA. The project is seeking funding from the new HOME entitlement grant program. Other sources of permanent financing are being explored including state bond financing and the federal low income housing tax credit program. The house will have the appearance and character of a single family residence.

Committee Recommendation: Approve transfer request. Staff inspected a recently completed adult foster home developed by NHA. The house incorporated many design features for the elderly and disabled tenants and was built for a reasonable cost. The design is neighborhood compatible and provides resident safety and comfort with what should be low maintenance and replacement costs. NHA solicited and received support for this project from the St. Johns Neighborhood Association. The transfer of this tract to NHA will help realize the CHAS identified goals of creating responsible elderly foster care housing opportunity. The Technical Review Committee encourages first source hiring in all the projects supported by the HADP.

MULTNOMAH COUNTY HOUSING AFFORDABILITY  
Demonstration Program  
Technical Review Committee  
Project Ranking Report

Dated: July 20, 1992

Applicant: Northwest Housing Alternatives

Project Name: Hazel Court

Property Location: W of 5109 NE Killingsworth, Port. (Cully Neigh. Assoc.)

Applicant Status: 501(c)3 corporation

Date Submitted: June 15, 1992

Description of Project and Proposed Use: Construction and operation of Adult Foster Home to provide supportive housing for Medicaid eligible frail elders.

Program Criteria: Applicant meets the minimum threshold requirements established by the Housing Affordability Demonstration Program. Specific issues and recommended conditions are described under the Committee Comments and Recommendations section, page 2 of this report.

- a. Applicant demonstrates capacity to carry out project.
- b. Applicant proposes project plan that results in timely completion and use.
- c. Applicant financial plan is complete and sufficient to carry out project.
- d. Applicant provides sufficient operation and maintenance plan, including hazard insurance, during construction and development phase of project.
- e. Applicant demonstrates community support.
- f. Applicant project contributes to neighborhood stability.
- g. Applicant demonstrates knowledge of planning, zoning, and building requirements.
- h. Project results in affordable housing for lower income person.

Project Name: Hazel Court

Bonus Point Criteria: Applicant received points in each bonus point criteria category.

- l. Applicant demonstrates project results in housing affordable to very low income persons or special needs populations.
- j. Applicant demonstrates commitment to ensure longer term project affordability.

Committee Comments: Northwest Housing Alternatives to build an adult foster home providing housing for 4 or 5 Medicaid eligible elderly persons with supervisory care services. The group home development is a collaboration of the Multnomah County Aging Services Division (ASD) and Northwest Housing Alternatives. ASD will recruit and license operators and provide case management services while Northwest Housing Alternatives (NHA) will build and own the facility and lease it to the primary care giving agency. NHA has committed to retaining the project in low income use for a period of thirty years. The estimated cost of the house is \$190,000 for 2,600 square feet of living area with handicapped accessibility features based upon specification of a similar group home recently completed by NHA. The project is seeking funding from the new HOME entitlement grant program. Other sources of permanent financing are being explored including state bond financing and the federal low income housing tax credit program. The house will have the appearance and character of a single family residence.

Committee Recommendation: Approve transfer request. This tract is a large 15,000 sq. ft. undeveloped lot suitable for a minor subdivision. Accordingly, NHA proposes to build two (four to five bedroom) adult foster homes on the site. NHA made only perfunctory effort to evidence community support for this project. The property lies within the Cully Neighborhood Association boundaries but support was solicited by NHA from the Vernon Neighborhood Association. A survey of immediate neighbors was never delivered to the Technical Review Committee. Though adverse community effect from building two elderly foster care houses should be negligible, the TRC requests NHA make a presentation of the goals and expectations of the project to the Cully Neighborhood Association comments for review to the TRC accompanied by a survey indicating support from immediate project neighbors. The TRC encourages first source hiring in all the projects supported by the HADP.

MULTNOMAH COUNTY HOUSING AFFORDABILITY  
Demonstration Program  
Technical Review Committee  
Project Ranking Report

Dated: July 20, 1992

Applicant: Northwest Housing Alternatives

Project Name: Rodney House

Property Location: N of 3021 NE Rodney Ave, Port. (Eliot Neighbor. Assoc.)

Applicant Status: 501(c)3 corporation

Date Submitted: June 15, 1992

Description of Project and Proposed Use: Construction and operation of  
Adult Foster Home to provide supportive housing for Medicaid eligible  
frail elders.

Program Criteria: Applicant meets the minimum threshold requirements established by the Housing Affordability Demonstration Program. Specific issues and recommended conditions are described under the Committee Comments and Recommendations section, page 2 of this report.

- a. Applicant demonstrates capacity to carry out project.
- b. Applicant proposes project plan that results in timely completion and use.
- c. Applicant financial plan is complete and sufficient to carry out project.
- d. Applicant provides sufficient operation and maintenance plan, including hazard insurance, during construction and development phase of project.
- e. Applicant demonstrates community support.
- f. Applicant project contributes to neighborhood stability.
- g. Applicant demonstrates knowledge of planning, zoning, and building requirements.
- h. Project results in affordable housing for lower income person.

**Project Name: Rodney House**

Bonus Point Criteria: Applicant received points in each bonus point criteria category.

1. Applicant demonstrates project results in housing affordable to very low income persons or special needs populations.
- j. Applicant demonstrates commitment to ensure longer term project affordability.

Committee Comments: Northwest Housing Alternatives to build an adult foster home providing housing for 4 or 5 Medicaid eligible elderly persons with supervisory care services. The group home development is a collaboration of the Multnomah County Aging Services Division (ASD) and Northwest Housing Alternatives. ASD will recruit and license operators and provide case management services while Northwest Housing Alternatives (NHA) will build and own the facility and lease it to the primary care giving agency. NHA has committed to retaining the project in low income use for a period of thirty years. The estimated cost of the house is \$190,000 for 2,600 square feet of living area with handicapped accessibility features based upon specification of a similar group home recently completed by NHA. The project is seeking funding from the new HOME entitlement grant program. Other sources of permanent financing are being explored including state bond financing and the federal low income housing tax credit program. The house will have the appearance and character of a single family residence.

Committee Recommendation: Approve transfer request. NHA attempted to schedule a presentation to explain the foster home development and operational framework to the Eliot Neighborhood Association. The land use committee chair indicated to NHA that the Eliot Neighborhood considers itself saturated with institutional and publicly subsidized housing uses. NHA surveyed the immediate project neighbors and was able to demonstrate some localized support for the foster care home concept. The group home would be zoned and sited as a single family residence. The appearance of the house would be the same as a large single family residence. No special staff parking requirements would accompany the building. The cumulative affect of the house would be aesthetically and socially only minimally different that of a single family residence. The Technical Review Committee understands the concerns of the neighborhood association with the concentration of special use housing and the sentiment that these projects are being thrust upon their community with impunity. But, both the need for elderly foster care houses and the essentially residential, compatible use of the NHA project argue for the Technical Review Committee to recommend the transfer request be approved. NHA is encouraged to make a formal presentation of the project before the Eliot Neighborhood Association board and discuss design, environmental, and program concerns with the group. The TRC encourages first source hiring in all the projects supported by the HADP.

MULTNOMAH COUNTY HOUSING AFFORDABILITY  
Demonstration Program  
Technical Review Committee  
Project Ranking Report

Dated: July 20, 1992

Applicant: Northwest Housing Alternatives

Project Name: Cherry Lane

Property Location: E of 6110 SE Tolman, Port. (Mt.Scott-Arleta Neigh.Assoc.)

Applicant Status: 501(c)3 corporation

Date Submitted: June 15, 1992

Description of Project and Proposed Use: Construction and operation of Adult Foster Home to provide supportive housing for Medicaid eligible frail elders.

Program Criteria: Applicant meets the minimum threshold requirements established by the Housing Affordability Demonstration Program. Specific issues and recommended conditions are described under the Committee Comments and Recommendations section, page 2 of this report.

- a. Applicant demonstrates capacity to carry out project.
- b. Applicant proposes project plan that results in timely completion and use.
- c. Applicant financial plan is complete and sufficient to carry out project.
- d. Applicant provides sufficient operation and maintenance plan, including hazard insurance, during construction and development phase of project.
- e. Applicant demonstrates community support.
- f. Applicant project contributes to neighborhood stability.
- g. Applicant demonstrates knowledge of planning, zoning, and building requirements.
- h. Project results in affordable housing for lower income person.

**Project Name: Cherry Lane**

Bonus Point Criteria: Applicant received points in each bonus point criteria category.

- l. Applicant demonstrates project results in housing affordable to very low income persons or special needs populations.
- j. Applicant demonstrates commitment to ensure longer term project affordability.

Committee Comments: Northwest Housing Alternatives to build an adult foster home providing housing for 4 or 5 Medicaid eligible elderly persons with supervisory care services. The group home development is a collaboration of the Multnomah County Aging Services Division (ASD) and Northwest Housing Alternatives. ASD will recruit and license operators and provide case management services while Northwest Housing Alternatives (NHA) will build and own the facility and lease it to the primary care giving agency. NHA has committed to retaining the project in low income use for a period of thirty years. The estimated cost of the house is \$190,000 for 2,600 square feet of living area with handicapped accessibility features based upon specification of a similar group home recently completed by NHA. The project is seeking funding from the new HOME entitlement grant program. Other sources of permanent financing are being explored including state bond financing and the federal low income housing tax credit program. The house will have the appearance and character of a single family residence.

Committee Recommendation: Deny transfer request. Both NHA and ROSE submitted strong proposals for this tract. The neighborhood based efforts of ROSE, as well as the critical need for very low income, large family rental housing provided by the ROSE project tipped the recommendation in their favor. The Technical Review Committee also noted that the HADP has supported both a congregate care facility and adult foster homes for the elderly during post program inventories. NHA is being recommended for three transfer of tracts - created four adult foster homes during this inventory of the HADP.

MULTNOMAH COUNTY HOUSING AFFORDABILITY  
Demonstration Program  
Technical Review Committee  
Project Ranking Report

Dated: July 20, 1992

Applicant: Minority Youth Concern Action Program

Project Name: Project Independence

Property Location: (1) 51 NE Graham (3) R of 5416 SE Flavel  
(2) 5416 SE Flavel (4) 2818 N. Hunt (5) 6915 N. Williams  
(various neighborhood assoc.)

Applicant Status: 501(c)3 corporation

Date Submitted: June 15, 1992

Description of Project and Proposed Use: Provide special needs housing for youth and low income housing. Youth will provide maintenance. Housing for sale to eligible low income families.

Project was not ranked. Sponsor applied for properties not available through the HADP.

Committee Comments: MYCAP applied for five properties that were available during the second inventory recruitment period of the HADP. Sam Pierce of MYCAP attended the third inventory workshop on April 13, 1992 and had a copy of the list and application materials. The Technical Review Committee discussed extending the application period for MYCAP to request different properties but concluded Ordinance 672 did not allow such flexibility and a bad HADP precedent of elastic, changeable guidelines was improper. Staff met with MYCAP Director Sam Pierce to review the TRC findings. MYCAP's application fee will be refunded. MYCAP was encouraged to apply for future, tax foreclosed tracts and troubleshooting and technical assistance in completing the application was offered by staff.

MULTNOMAH COUNTY HOUSING AFFORDABILITY  
Demonstration Program  
Technical Review Committee  
Project Ranking Report

Dated: July 20, 1992

Applicant: Give Us This Day, Inc.  
Give Us This Day Inc. Community Service  
Project Name: and Counseling Center

Property Location: 5621 NE 25th Ave., Port. (Concordia Neigh. Assoc.)

Applicant Status: 501(c)3 corporation

Date Submitted: June 15, 1992

Description of Project and Proposed Use: Provide low income housing for females (3 families) exiting the Transition Program who are in need of permanent shared low-income housing. Provide daycare on premises for children to remain in familiar surroundings with one of the women as a daycare provider through a training program.

Project was not ranked. Sponsor applied for property not available through the HADP.

Committee Comments: Give Us This Day, Inc. applied for a vacant lot north of 5621 NE 25th Ave. but described a project including a building renovation. Evidently, Give Us This Day thought the tract available was the house at 5621 NE 25th Ave. which is in private ownership and not available to our program. Consideration was given to extending the application period for Give Us This Day to reapply for available properties. The Technical Review Committee feels that Ordinance #672 does not allow arbitrary time extensions of the application period and a bad program precedent of unevenly applied guidelines could hurt the HADP. Staff met with Mr. Nate Hartley of Give Us This Day to explain the finds of the TRC. Mr. Hartley said that Give Us This Day had recently hired a grant writer and he fully expects such application details will not be missed in the future. Mr. Hartley also expected to be starting the renovation of the previously transferred tract at 1806 N. Alberta under the HADP auspices in July of 1992. Give Us This Day was encouraged to apply for future tax foreclosed tracts and staff offered assistance in trouble shooting future applications.

Meeting Date JUL 30 1992  
Agenda No. R-15

(Above space for Clerk's Office Use) AUG 06 1992

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

R-15

SUBJECT: AMENDMENT TO MECHANICAL PERMIT FEES

BCC INFORMAL 7/28/92 BCC FORMAL 7/30/92  
(DATE) (DATE)

DEPARTMENT DES DIVISION Administration

CONTACT Betsy Williams TELEPHONE 248-5012

PERSON(S) MAKING PRESENTATION Betsy Williams/Denise Kleim

ACTION REQUESTED

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON THE BOARD AGENDA 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN X

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

This ordinance amendment adjusts mechanical permit fees to make Multnomah County fees consistent with the City of Portland fee structure. The City of Portland administers the County's building code under an intergovernmental agreement, and a uniform fee structure is necessary for efficient administration of the program.

8/6/92 QWO ROU 8/13/92  
ANNOTATED TO BETSY WILLIAMS

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

OR

DEPARTMENT MANAGER Paul Yarborough / bkw

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1992 JUL 20 AM 10:29

ORDINANCE FACT SHEET

Ordinance Title: AMENDMENT TO MECHANICAL PERMIT FEES

---

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

This ordinance amends the County's mechanical permit fees to reflect increases recently adopted by the City of Portland. Portland administers the County's building code program, under the terms of an intergovernmental agreement; and a uniform fee structure is necessary for efficient administration of the program.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

City of Portland amended their fees in June, 1992.

What has been the experience in other areas with this type of legislation?

What is the fiscal impact, if any?

No impact on Multnomah County. Fee increases offset increased costs in administering the program by the City of Portland.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Betsy Williams

Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: Paul Yarbrough / bkw

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

An Ordinance amending Multnomah County Code Chapter 9.10.

(Language in brackets [ ] is to be deleted; underlined language is new)

Multnomah County ordains as follows:

Section 1. Findings

The Board of County Commissioners finds that citizens, businesses and commerce in general, will benefit from uniform mechanical permit fees within the metro area.

The Board of County Commissioners also finds that fee adjustments are necessary and convenient for efficient administration of mechanical codes under the City/County intergovernmental agreements relating to permit functions.

Section 2. Amendment

M.C.C. 9.10.100 is amended as follows:

9.10.100 Fees. The following fee schedule shall apply under this chapter in addition to those provided in the State Building Code. Where conflicts occur with fees provided in the State Building Code, the fees in this chapter shall prevail.

(A) Building permit fees shall be charged based on the total valuation of work to be performed.

Total Valuation of Work to be Performed	Fees
\$1.00 to \$500	\$15.00
\$501 to \$2,000	\$15.00 for the first \$500, plus [\$1.85] <u>\$1.90</u> for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	[\$42.75] <u>\$43.50</u> for the first

	\$2,000, plus [\$7.30] <u>\$7.60</u> for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	[\$210.65] <u>\$218.30</u> for the first \$25,000, plus [\$5.50] <u>\$5.70</u> for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	[\$348.15] <u>\$360.80</u> for the first \$50,000, plus [\$3.65] <u>\$3.80</u> for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 and up	[\$530.65] <u>\$550.80</u> for the first \$100,000, plus [\$3.05] <u>\$3.20</u> for each additional \$1,000 or fraction thereof

(B) Exempt area fire and life safety plan review and inspection - 40 percent of the required building permit fee.

(C) Requested Inspection Fees: Requested inspections that are not part of the regular inspection program will be made as soon as practical after payment to the Building official of the fee specified below:

(1) Single and two family dwellings (Occupancy Class R3)	\$100
(2) Apartment houses (Occupancy Class R1) (plus \$7 for each dwelling unit in excess of three)	\$160
(3) Hotels (Occupancy Class R1) (plus \$5 for each sleeping room in excess of five)	\$160
(4) All other occupancies one and two stories in height up to 10,000 square feet (plus \$7 for each additional 1,000 square feet)	\$160
(5) All other occupancies three stories in height and above (plus \$20 for each story in excess of three)	\$160
(D) Demolition of structure	\$ 40.00
(E) Temporary permit or temporary certificate of occupancy	\$ 50.00

- (F) Hearing fee, board of appeals:
- (1) One-and two-family dwellings \$ 50.00
  - (2) All other buildings \$100.00

(G) Certificate of occupancy (new permit not required) \$50.00

(H) Automatic sprinkler system

- (1) Minimum charge \$ 40.00
- (2) Per sprinkler head for first 100 .50
- (3) Per sprinkler head in excess of first 100 .30
- (4) Permit fee surcharge 5 percent

(I) Heating and ventilating fees under the Uniform Mechanical Code. The minimum permit fee under this subsection shall be [\$22.00] \$23.00.

(1) New single- and two-family residences. The following fees for each dwelling unit shall include all heating and ventilating installations within or attached to the building at the time of occupancy.

- (a) Conditioned floor space under 1000 s.f. [\$30.00] \$31.00 each
- (b) Conditioned floor space under 2000 s.f. [\$40.00] \$42.00 each
- (c) Conditioned floor space 2000 s.f or more [\$50.00] \$52.00 each

(2) Residential Permit Fees (other than (1) above). The following fees are for single-family and two-family dwellings (R-3 and S.R. occupancies) and each individual dwelling within an apartment building, condominium building, hotel or motel (R-1 occupancy), which is individually heated and/or air conditioned. Central mechanical systems in multi-family buildings or appliances and systems not identified in this subsection shall be assessed fee(s) in accordance with paragraph (3).

- (a) Furnaces: For the installation, relocation, or replacement of each furnace:
  - (i) Forced air or gravity type furnace [\$ 12.50] \$13.00
  - (ii) Floor furnace \$ 10.00

- (iii) Vented wall furnace or recessed wall heater \$ 10.00
- (iv) Room heater (non-portable) \$ 13.00
- (b) Woodstoves: For the installation, relocation or replacement of each woodstove, fireplace stove, [room heater,] or factory built fireplace (including hearth and wall shield) [\$22.50] \$23.00
- (c) Chimney Vent: For the installation, relocation, or replacement of each factory built chimney or appliance vent [\$8.50] \$ 9.00
- (d) Boiler: For the installation, relocation, or replacement of each boiler (water heater), not exceeding 120 gallons, water temperature of 210 F., for 200,000 BTU input [\$12.50] \$13.00
- (e) Air Handler [of] or heat exchanger: For the installation, relocation, or replacement of each air handler or heat exchanger \$10.00
- (f) Heat pumps: For the installation, relocation, or replacement of ducted heat pump (including compressor, exchanger, and ducts attached thereto). [\$20.00] \$21.00
- (g) Air Conditioners: For the installation, relocation, or replacement of each condensing or [evaporation] evaporating air conditioner (except portable type). \$10.00
- (h) Ventilation fan: For the installation, relocation, or replacement of each ducted ventilation fan \$ 5.00
- (i) Range hood: For the installation, relocation, or replacement of each domestic range hood, including duct \$10.00
- (j) Gas Piping: For the installation, relocation, or replacement of gas piping.



Reinspection Fee  
(Minimum Charge \$30)

\$50/hour

- (7) Replacement of a hot water heater in kind shall not require a heating and ventilation permit when the hot water heater installation is the only work requiring such a permit. Such permit is covered under the plumbing permit.

(J) Charge for partial permits: When complete plans and specifications are not available, the Building Official may issue partial permits to assist in the commencement of the work, provided that a partial permit charge is paid to the Building Official. The number of partial permits issued shall not exceed six on any individual project, except that in special circumstances the Building Official may allow this number to be exceeded. Partial building permits issued under this section shall be subject to a \$250 charge for each permit so issued.

(K) Inspection outside of normal business hours: A fee of \$50 per hour or fraction thereof [,with a minimum charge of three hours,] shall be charged for inspections outside of normal business hours.

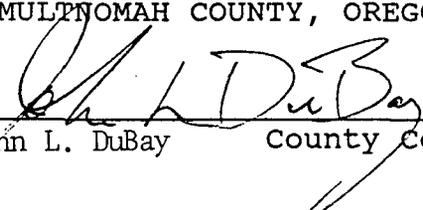
ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 1992 being the date of its \_\_\_\_\_ reading before the Board of County Commissioners of Multnomah County.

MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Gladys McCoy  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
John L. DuBay County Counsel

Meeting Date JUL 30 1992

Agenda No. R-7

(Above space for Clerk's Office Use) AUG 06 1992

R-16

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: AMENDMENT TO PLUMBING PERMIT FEES

BCC INFORMAL 7/28/92 BCC FORMAL 7/30/92  
(DATE) (DATE)

DEPARTMENT DES DIVISION Administration

CONTACT Betsy Williams TELEPHONE 248-5012

PERSON(S) MAKING PRESENTATION Betsy Williams/Denise Kleim

ACTION REQUESTED

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON THE BOARD AGENDA 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN

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

This ordinance amendment adjusts plumbing permit fees to make Multnomah County fees consistent with the City of Portland fee structure. The City of Portland administers the County's building code under an intergovernmental agreement, and a uniform fee structure is necessary for efficient administration of the program.

8/6/92 2nd Roca 8/13/92  
ANNOTATED TO BETSY WILLIAMS

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

OR

DEPARTMENT MANAGER Paul Yarbrough / bhw

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1992 JUL 20 AM 10:29  
MULTNOMAH COUNTY  
OREGON

ORDINANCE FACT SHEET

Ordinance Title: AMENDMENT TO PLUMBING PERMIT FEES

---

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

This ordinance amends the County's plumbing permit fees to reflect increases recently adopted by the City of Portland. Portland administers the County's building code program, under the terms of an intergovernmental agreement; and a uniform fee structure is necessary for efficient administration.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

City of Portland amended their fees in June, 1992.

What has been the experience in other areas with this type of legislation?

What is the fiscal impact, if any?

No impact on Multnomah County. Fee increases offset increased costs in administering the program by the City of Portland.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Betsy Williams

Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: Paul Yarbrough / bkw

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF MULTNOMAH COUNTY, OREGON  
ORDINANCE NO. \_\_\_\_\_

An Ordinance amending Multnomah County Code Chapter 9.30.

(Language in brackets [ ] is to be deleted; underlined language is new)

Multnomah County ordains as follows:

Section 1. Findings

The Board of County Commissioners finds that citizens, businesses and commerce in general, will benefit from uniform plumbing permit fees within the metro area.

The Board of County Commissioners also finds that fee adjustments are necessary and convenient for efficient administration of plumbing codes under the City/County intergovernmental agreements relating to permit functions.

Section 2. Amendment

M.C.C. 9.30.100 is amended as follows:

9.30.100 Fees.

(A) Before a permit may be issued for the installation, alteration, renovation or repair of a plumbing or sewage disposal system, fees shall be collected in accordance with this section. Fees charged in this section relate to individual building or structure systems. Multiple service, private plumbing or sewage disposal systems, included but not limited to planned unit developments, shall be subject to plan review fees as set forth in MCC 5.10.220.

(B) Where an application is made and a plan is required, in addition to the fees under subsection (C) of this section, the applicant shall pay a plan review fee equal to 25% of the permit fee. Payment shall be made at the time of application.

(C) Before a permit may be issued for the installation, renovation, alteration or repair of a plumbing or drainage system, fees in accordance with the following table shall be paid:

- (1) New construction for a single-family dwelling, each unit with one bathroom     [\$185.00] \$213

- (2) New construction for a single-family dwelling, each unit with two bathrooms [\$250.00] \$288
- (3) New construction for a single-family dwelling, each unit with three bathrooms and not over 40 fixtures [\$295.00] \$339
- (4) Dwelling, each unit fixture repair or remodel, each fixture [\$13.00] \$15
- Water service or building sewer fees shall be in accordance with subsection (8) of this section
- (5) Mobile home service connections (sewer, water and storm), per space [\$35.00] \$40.00
- (6) Commercial/industrial. The fee shall be [\$13] \$15 per fixture, plus any water service, sanitary and storm fees as required by subsection (8) of this section.
- (7) Single-family with more than 40 fixtures or over 3 baths, or when not purchased as a package, the fee shall be [\$13] \$15 per fixture, plus water service, raindrains, sanitary and storm sewers as required in subsection (8) of this section.
- (8) Water service/sanitary/storm sewer
- (a) Water service (first 100 feet or fraction thereof) [\$ 36.00] \$41
- (b) Water service (each additional 100 feet or portion thereof) [\$ 30.00] \$34
- (c) Building sewer (first 100 feet or fraction thereof) [\$ 36.00] \$41
- (d) Building sewer (each additional 100 feet or fraction thereof) [\$ 30.00] \$34
- (e) Building storm sewer or rain drain (first 100 feet or fraction thereof) [\$36.00] \$41
- (f) Building storm sewer or rain drain (each additional 100 feet or fraction thereof) [\$30.00] \$34

(9) Miscellaneous:

- (a) Sewer cap [ \$ 36.00] \$41
- (b) Replacement water heater  
(includes electrical and/or  
mechanical heating fee for an  
in-kind replacement) [ \$ 27.00] \$15
- (c) For replacement of existing water  
supply lines within the building:
  - (i) Single-family residence:  
[\$27] \$31 minimum first floor  
[\$10] \$12 for each additional floor
  - (ii) Commercial/industrial structure:  
[\$27] \$31 for up to the first five fixture  
branches .  
  
Each additional fixture branch shall  
be [\$7] \$8 (fixture branch shall include  
both hot and cold water)
- (d) Each solar unit [ \$35.00] \$40.00

(D) Special inspection.

- (1) Prefabricated structural site inspection,  
the fee shall be 50% of applicable  
category (includes site development and  
connection of the prefabricated structure).
- (2) Requested inspections that are not part of the regular  
inspection program will be made as soon as practical after  
payment to the building official of the fee specified below:
  - (a) Single and two family dwellings \$100  
(occupancy class R3)
  - (b) Apartment houses (occupancy class R1) \$160  
(plus \$7 for each dwelling unit  
in excess of three)
  - (c) Hotels (occupancy class R1) \$160  
(plus \$5 for each sleeping room  
in excess of five)
  - (d) All other occupancies one and two \$160  
stories in height up to 10,000 square  
feet (plus \$7 for each additional  
1,000 square feet)

(e) All other occupancies three stories in height and above (plus \$20 for each story in excess of three) \$160

(E) Plumbing permit fees shall be doubled if installation is commenced prior to issuance of a permit, except that this provision will not apply to proven emergency installations when a permit is obtained within 24 hours, excluding Saturdays, Sundays and holidays.

(F) A fee of \$50.00 per hour, with a minimum charge of \$30.00 for the first half hour or fraction thereof, shall be charged for reinspections for which no fee is specifically indicated:

(G) The minimum charge for any permit issued pursuant to this section shall be [~~\$27~~] \$31.

[(H) For verification of plumbing and sewer records the fee shall be \$5.00 for each address verified.]

[(I)] (H) A fee of \$50 per hour or fraction thereof [,with a minimum charge of three hours,] shall be charged for inspections outside of normal business hours.

[(J)] (I) A fee of \$50 per hour, with a minimum charge of \$30 for the first half hour or fraction thereof, shall be charged for additional plan reviews required by changes, additions, or revisions to approved plans.

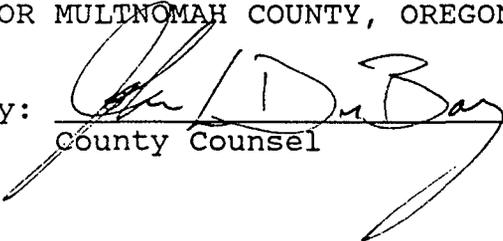
ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1992 being the date of its \_\_\_\_\_ reading before the Board of County Commissioners of Multnomah County.

MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Gladys McCoy  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By:   
County Counsel

#1

PLEASE PRINT LEGIBLY!

MEETING DATE

8/6/92

NAME

BILL BACH

ADDRESS

PORT OF PORTLAND

STREET

P.O. BOX 3529 PORTLAND

CITY

97208 ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-17

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 8-6-92

NAME REBECCA IVES BULLOCK

ADDRESS 14504 SE OATFIELD RD.

STREET  
MILWAUKIE

97267

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-17

SUPPORT X OPPOSE  
SUBMIT TO BOARD CLERK

#3

PLEASE PRINT LEGIBLY!

MEETING DATE 8-6-92

NAME DENNIS HICKETHIER

ADDRESS 30050 NW SCOTCH CHURCH Rd.  
STREET  
HILLSBORO OR 97124  
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # 2-17

SUPPORT X OPPOSE \_\_\_\_\_  
SUBMIT TO BOARD CLERK

#4

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 8-6-92

**NAME** John L. Keller

**ADDRESS** 11930 SE Ankeny

**STREET**  
Portland

97216

**CITY** **ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-17

**SUPPORT** X **OPPOSE** \_\_\_\_\_

**SUBMIT TO BOARD CLERK**

#5

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

8/6/92

**NAME**

David Lein - Green Pro

**ADDRESS**

3883 NE View R

**STREET**

Oresham, OR 97030

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

17

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

#6

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 8/6

**NAME** Karen Russell, Waterwatcher of Oregon

**ADDRESS** 921 SW Morrison Site 438

**STREET** Portland OR

**CITY** **ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-17

**SUPPORT** \_\_\_\_\_ **OPPOSE**  \_\_\_\_\_  
**SUBMIT TO BOARD CLERK**

#7

**PLEASE PRINT LEGIBLY!**

MEETING DATE 8-6-92

NAME YEA! Tour (4 children)

ADDRESS 3204 N.E. 27<sup>th</sup> Ave.

**STREET** Portland, Oregon 97212

**CITY** **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # Water problem (drought)

SUPPORT \_\_\_\_\_ **OPPOSE** \_\_\_\_\_  
**SUBMIT TO BOARD CLERK**

NAMES PLEASE :

Amy Danielson

Paul Danielson

Amanda Ferguson-Cradler

Erica Dagle

#8

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 8/6/92

**NAME**

Steve Warga (Pro-Grass Inc.)

**ADDRESS**

8600 SW Salish

**STREET**

Wilsonville Or. 97070

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

drought  
declaration

**SUPPORT**

X

**OPPOSE**

R-17

**SUBMIT TO BOARD CLERK**

BOARD OF  
COUNTY COMMISSIONERS

Meeting Date: AUG 06 1992

Agenda No.: R-17

1992 JUL 30 11:30 AM (Above Space for Clerk's Office Use)

MULTNOMAH COUNTY  
OREGON

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Resolution re Water Emergency

BCC Informal August 4 (date) BCC Formal August 6 (date)

DEPARTMENT Non-Departmental DIVISION Commissioner Kelley

CONTACT Robert Trachtenberg TELEPHONE 248-5213

PERSON(S) MAKING PRESENTATION Sharron Kelley

ACTION REQUESTED

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN:

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

8/6/92 7 copies to CHAIR'S OFFICE FOR CONGRESSIONAL Delegation, copies to CO KELLEY, CO HANSEN, CO BAUMAN, CO ANDERSON and FRED DEAL and ROBERT TRACHTENBERG  
(If space is inadequate, please use other side)

SIGNATURES

ELECTED OFFICIAL Sharron Kelley

Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signature)

1517L-1

BOARD OF  
COUNTY COMMISSIONERS  
1992 JUL 30 AM 11:45  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTOMAH COUNTY, OREGON

In the Matter of Requesting )  
Governor Roberts to Declare ) RESOLUTION  
Multnomah County a Drought )  
Emergency Area )

WHEREAS, Multnomah County is in the midst of an unprecedented drought situation preceded by abnormally low snow pack with months more expected of dry and warm weather; and

WHEREAS, major surface water systems, including the Bull Run Reserve of the City of Portland, face declining supplies, thus threatening the quality of domestic water in this community; and

WHEREAS, numerous small businesses dependent on water-related activity face serious loss of business and revenue because of the dramatic restrictions necessary to conserve water during this drought period; and

WHEREAS, a Drought Emergency Declaration may make available federal emergency assistance from both the Small Business Administration and the U.S. Department of Agriculture; and

WHEREAS, alternate sources of water may be made available by the Oregon Water Resources Department to some large-scale users of the Bull Run system if a Drought Emergency Declaration is made by the Governor.

NOW, THEREFORE, BE IT RESOLVED, that the Multnomah County Board of Commissioners respectfully requests Governor Roberts to declare Multnomah County a Drought Emergency Area as provided by state and federal law and to take such further steps as necessary to make businesses and institutions eligible for appropriate emergency federal relief as may be available under the circumstances; and

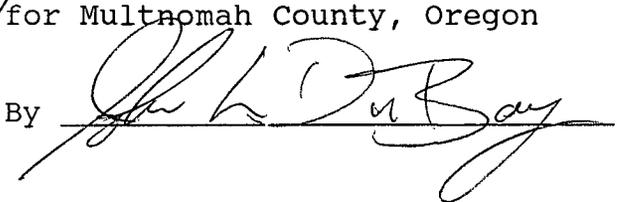
BE IT FURTHER RESOLVED, that the Congressional Delegation be provided copies of this request.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Gladys McCoy, County Chair

REVIEWED:  
LAURENCE KRESSEL, COUNTY COUNSEL  
for Multnomah County, Oregon

By \_\_\_\_\_  


BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTOMAH COUNTY, OREGON

In the Matter of Requesting )  
Governor Roberts to Declare ) RESOLUTION  
Multnomah County a Drought )  
Emergency Area ) 92-141

WHEREAS, Multnomah County is in the midst of an unprecedented drought situation preceded by abnormally low snow pack with months more expected of dry and warm weather; and

WHEREAS, major surface water systems, including the Bull Run Reserve of the City of Portland, face declining supplies, thus threatening the quality of domestic water in this community; and

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NOW, THEREFORE, BE IT RESOLVED, that the Multnomah County Board of Commissioners respectfully requests Governor Roberts to declare Multnomah County a Drought Emergency Area as provided by state and federal law and to take such further steps as necessary to make businesses and institutions eligible for appropriate emergency federal relief as may be available under the circumstances; and

BE IT FURTHER RESOLVED, that the Congressional Delegation be provided copies of this request.

ADOPTED this 6th day of August, 1992.

MULTNOMAH COUNTY, OREGON

By Gladys McCoy  
Gladys McCoy, County Chair



REVIEWED:  
LAURENCE KRESSEL, COUNTY COUNSEL  
for Multnomah County, Oregon

By John L. DuBay  
John L. DuBay

TOM CROPPER

registered lobbyist,  
social justice issues

ORGANIZING TACTICS  
FOR EFFECTIVE STRATEGIES

Tom Cropper

P.O. Box 18025

Portland, OR 97218-0025

(503) 281-2024

CAPT. BLIX

233-6079

TOM CROPPER

Precinct Committeeperson

Precinct 3177

MULTNOMAH COUNTY DEMOCRATIC PARTY

Your grass-roots voice

2534 NE 63rd Ave.

Portland, OR 97213

(503) 281-2024

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

Aug 6, 1992

**NAME**

TOM CROPPER

**ADDRESS**

2534 NE 63

**STREET**

PORTLAND

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

R-18

**SUPPORT**

**OPPOSE**

X

**SUBMIT TO BOARD CLERK**

Meeting Date: AUG 06 1992

Agenda No.: R-18

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: submitting to voters whether legislation should be adopted  
for creating a single consolidated government.

BCC Informal Aug. 4, 1992 BCC Formal Aug. 6, 1992  
(date) (date)

DEPARTMENT Non-departmental DIVISION \_\_\_\_\_

CONTACT Mike Delman TELEPHONE 5219

PERSON(S) MAKING PRESENTATION Commissioner Gary Hansen

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

By submitting this to the voters by the BCC and not METRO, all voters of the county would be able to vote on this matter, not just the voters within the METRO boundaries of Multnomah County.

8/6/92 JND RCG 8/13/92

BOARD OF  
COUNTY COMMISSIONERS  
1992 JUL 30 AM 11:45  
MULTNOMAH COUNTY  
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL [Signature] Sharon Kelley

Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signatures)

ORDINANCE FACT SHEET

Ordinance Title: An ordinance submitting to the voters the question  
of whether legislation should be adopted to authorize  
to abolish the 3 tri-counties and create a single govt.

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

Give all voters of Multnomah County the opportunity to vote on this measure.

What other local jurisdictions in the metropolitan area have enacted similar legislation?  
none

What has been the experience in other areas with this type of legislation?  
very little.

What is the fiscal impact, if any?  
There is no immediate fiscal impact. If the voters approve the measure there would be change in our form of government by Jan 1, 1994

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Mike Allman

Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: Ray H...

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2                   FOR MULTNOMAH COUNTY, OREGON  
3                   ORDINANCE NO. \_\_\_\_\_  
4

5           An ordinance submitting to the voters the question of whether  
6 legislation should be adopted to authorize the voters to abolish  
7 Multnomah, Washington and Clackamas Counties, the Metropolitan  
8 Service District and Tri-Met, and create a single consolidated  
9 government.

10           Multnomah County ordains as follows:

11           SECTION I. FINDINGS

12           A. In November of 1990 the voters of the State of Oregon,  
13 including a majority vote in the counties of Multnomah, Washington,  
14 and Clackamas, passed Measure 5 limiting property taxes; and

15           B. Throughout 1991 and 1992, the print and electronic media  
16 have all editorialized about the need for government consolidation;  
17 and

18           C. Locally elected commissioners from Washington and  
19 Multnomah Counties and the City of Portland have written and spoken  
20 about government consolidation; and

21           D. The voters of the region have expressed their discontent  
22 with the cost of government through passage of Ballot Measure 5;  
23 and

24           E. Politicians, academics, and civic leaders have expressed  
25 their opinion on government organization innumerable times; and

26           F. There has been no opportunity to hear directly from the

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1 voters of the region on their preference for metropolitan  
2 government form; and

3 G. Abolishing Metro, Tri-Met, Multnomah, Washington, and  
4 Clackamas Counties and their replacement by a single government  
5 entity would provide one elected government comprised of no more  
6 than nine full time elected councilors and a separately elected  
7 full time executive to replace the existing four elected bodies  
8 consisting of 29 elected and seven appointed officials and, thus,  
9 make the new government both more accessible and more accountable  
10 to the persons it serves; and

11 H. An advisory vote on abolishing existing governments and  
12 creating a consolidated entity would give Multnomah County voters  
13 the opportunity to express their views on the issues; and

14 I. Pending a vote on this matter, the Intergovernmental  
15 Relations Officer and the Board of County Commissioners should  
16 draft implementing legislation for inclusion in the District's  
17 recommended legislative agenda for the 1993 General Session of the  
18 Oregon Legislature;

19 SECTION 2. ADVISORY BALLOT MEASURE

20 A. The Board of County Commissioners hereby submits to  
21 qualified voters of the County the question as set forth in the  
22 attached Exhibit A as an Advisory Ballot Measure.

23 B. The measure shall be placed on the ballot for the General  
24 Election held on the 3rd day of November 1992.

25 C. The County shall cause the Ballot Title attached as  
26 Exhibit A to be submitted to the Elections Officer and the

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1 Secretary of State in a timely manner as required by law.

2 D. The Intergovernmental Relations Director working with the  
3 Board of County Commissioners and Metro shall immediately commence  
4 preparation of implementing legislation for review and approval by  
5 the Board of County Commissioners to be transmitted to the 1993  
6 General Session of the Oregon Legislature.

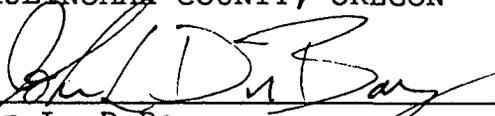
7 ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 1992, being  
8 the date of its \_\_\_\_\_ reading before the Board of County  
9 Commissioners of Multnomah County, Oregon.

10 (SEAL)  
11

12 \_\_\_\_\_  
13 Gladys McCoy, Chair  
14 Multnomah County, Oregon

15 REVIEWED:

16 LAURENCE KRESSEL, COUNTY COUNSEL  
17 FOR MULTNOMAH COUNTY, OREGON

18 By   
19 John L. DuBay  
20 Chief Assistant County Counsel

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24  
25  
26

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Exhibit A

Ballot Title

Caption: Consolidation of Metro, Tri-Met, metropolitan area counties into new county.

Question: Should county officials seek legislation allowing voters to replace Metro, Tri-Met, Multnomah, Washington and Clackamas counties with a new county?

Summary: This is a non-binding advisory vote. Yes vote asks county officials to seek state law change. New law would permit voters to replace Metro, Tri-Met, Multnomah, Washington and Clackamas counties with one new county. First year operating expenses must be 10% less than operating expenses of all replaced governments for year before. Nine or less full time members of governing body would be elected from districts. A county executive officer would be elected. Present governments exist until new officials take office.