

# ANNOTATED MINUTES

Tuesday, December 3, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

## BOARD BRIEFING

*Vice-Chair Dan Saltzman convened the meeting at 9:37 a.m., with Commissioners Sharron Kelley, Gary Hansen and Tanya Collier present, and Chair Beverly Stein excused.*

- B-1 Review Metro's Urban Growth Management Functional Plan Requirements and Implementation Alternatives. Presented by Scott Pemble, David Knowles, Bob Clay, Ken Martin and John Bonn.

***VICE-CHAIR DAN SALTZMAN, SCOTT PEMBLE, JOHN BONN, DAVID KNOWLES, KEN MARTIN AND BOB CLAY PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. STAFF TO COME BACK TO BOARD IN JANUARY, 1997 WITH RECOMMENDATIONS ON UNRESOLVED ISSUES, BUDGET INFORMATION, AND OTHER QUESTIONS. COMMISSIONER KELLEY REQUESTED WRITTEN LEGAL OPINION REGARDING LAND USE PLANNING APPEALS. BOARD CONSENSUS TO PROCEED.***

*There being no further business, the meeting was adjourned at 10:32 a.m.*

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Thursday, December 5, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

## REGULAR MEETING

*Chair Beverly Stein convened the meeting at 9:37 a.m., with Vice-Chair Dan Saltzman and Commissioners Sharron Kelley, Gary Hansen, Tanya Collier and present.*

## **CONSENT CALENDAR**

***UPON MOTION OF COMMISSIONER KELLEY,  
SECONDED BY COMMISSIONER HANSEN, THE  
CONSENT CALENDAR (ITEMS C-1 THROUGH C-2)  
WAS UNANIMOUSLY APPROVED.***

## **DEPARTMENT OF ENVIRONMENTAL SERVICES**

C-1 ORDER Authorizing Execution of Deed D971380 Upon Complete Performance of a Contract to Lynn B. Allquist and Violet Allquist

***ORDER 96-208.***

## **SHERIFF'S OFFICE**

C-2 Retail Malt Beverage Liquor License Renewal for SPRINGDALE TAVERN, 323 E. CROWN POINT HIGHWAY, CORBETT

***AT THE REQUEST OF CHAIR STEIN AND UPON  
MOTION OF COMMISSIONER KELLEY, SECONDED  
BY COMMISSIONER HANSEN, CONSIDERATION  
OF THE FOLLOWING ITEM WAS UNANIMOUSLY  
APPROVED.***

## **SHERIFF'S OFFICE**

UC-1 ORDER Acknowledging Unclaimed Property and Authorizing Transfer for Sale or Disposal

***UPON MOTION OF COMMISSIONER KELLEY,  
SECONDED BY COMMISSIONER SALTZMAN,  
ORDER 96-209 WAS UNANIMOUSLY APPROVED.***

## **REGULAR AGENDA**

## **PUBLIC COMMENT**

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

***NO ONE WISHED TO COMMENT.***

## **DEPARTMENT OF COMMUNITY CORRECTIONS**

- R-2 Budget Modification DCC 5 Creating a Budget for the Centralized Casebank Unit, Transferring Existing Positions and Materials and Services

***COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. PATRICK BRUN EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.***

***IN RESPONSE TO A QUESTION OF COMMISSIONER COLLIER, CHAIR STEIN ADVISED THE DISCUSSION ON WORKFORCE DEVELOPMENT ISSUES ORIGINALLY SET FOR DECEMBER HAD TO BE RESCHEDULED TO TUESDAY, JANUARY 14, 1997.***

## **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- R-3 Intergovernmental Agreement 104776 with the Housing Authority of Portland, Allocating \$350,455.70 of Community Development Block Grant Funds to Develop Property for Use as Low Income Rental Housing, Headstart Classrooms, and a Community Facility Meeting Space

***COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-3. CECILE PITTS EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND COMMENTS IN SUPPORT. AGREEMENT UNANIMOUSLY APPROVED.***

- R-4 PUBLIC HEARING on Affordable Housing Development Program Recommendations and Consideration of an ORDER Authorizing Transfer of Certain Tax Foreclosed Properties to Jubilee Fellowship Ministries, Portland Habitat for Humanity, Northeast Community Development Corporation, Hacienda CDC, Sabin CDC and Housing Our Families, for Low Income Housing Purposes

***COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-4. CECILE PITTS EXPLANATION AND RESPONSE TO BOARD QUESTIONS. CYNTHIA***

**WINTER OF PORTLAND HABITAT FOR HUMANITY, EXPLANATION OF PROPOSED PROJECT AND TESTIMONY IN SUPPORT. JACK KELLY OF JUBILEE FELLOWSHIP MINISTRIES, TESTIMONY IN SUPPORT AND APPRECIATION. CHRIS PIERCE OF HACIENDA CDC, EXPLANATION OF PROPOSED PROJECT AND TESTIMONY IN SUPPORT. TERI DUFFY OF NORTHEAST COMMUNITY DEVELOPMENT CORPORATION, EXPLANATION OF PROPOSED PROJECT, TESTIMONY IN SUPPORT AND RESPONSE TO BOARD QUESTIONS. COUNTY COUNSEL SANDRA DUFFY RESPONSE TO A QUESTION OF COMMISSIONER KELLEY. CHAIR STEIN AND COMMISSIONER HANSEN COMMENTS IN APPRECIATION OF THE INNOVATIVE AND EXCEPTIONAL PROJECTS. ORDER 96-210 UNANIMOUSLY APPROVED.**

*The regular meeting was adjourned at 10:00 a.m., and the briefing was convened at 10:07 a.m.*

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Thursday, December 5, 1996 - 10:00 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

## **BOARD BRIEFING**

B-2 Update on Proposed Dredging of the Columbia River. Presented by Sharon Timko.

**CHAIR STAFF SHARON TIMKO, AND ALAN WILLIS AND SEBASTIAN DEGENS OF THE PORT OF PORTLAND, PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.**

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

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

*Deborah L. Bogstad*



## MULTNOMAH COUNTY OREGON

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

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

# AGENDA

## MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

**DECEMBER 2, 1996 - DECEMBER 6, 1996**

*Tuesday, December 3, 1996 - 9:30 AM - Board Briefing..... Page 2*

*Thursday, December 5, 1996 - 9:30 AM - Regular Meeting.....Page 2*

*Thursday, December 5, 1996 - 10:00 AM - Board Briefing.....Page 3*

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

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

*Friday, 10:00 PM, Channel 30*

*Sunday, 1:00 PM, Channel 30*

*\*Produced through Multnomah Community Television\**

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

AN EQUAL OPPORTUNITY EMPLOYER

*Tuesday, December 3, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BOARD BRIEFING**

- B-1 Review Metro's Urban Growth Management Functional Plan Requirements and Implementation Alternatives. Presented by Scott Pemble, David Knowles, Bob Clay, Ken Martin and John Bonn. ONE HOUR REQUESTED*
- 

*Thursday, December 5, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**REGULAR MEETING**

**CONSENT CALENDAR**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-1 ORDER Authorizing Execution of Deed D971380 Upon Complete Performance of a Contract to Lynn B. Allquist and Violet Allquist*

**SHERIFF'S OFFICE**

- C-2 Retail Malt Beverage Liquor License Renewal for SPRINGDALE TAVERN, 323 E. CROWN POINT HIGHWAY, CORBETT*

**REGULAR AGENDA**

**PUBLIC COMMENT**

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

**DEPARTMENT OF COMMUNITY CORRECTIONS**

- R-2 Budget Modification DCC 5 Creating a Budget for the Centralized Casebank Unit, Transferring Existing Positions and Materials and Services*

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- R-3      *Intergovernmental Agreement 104776 with the Housing Authority of Portland, Allocating \$350,455.70 of Community Development Block Grant Funds to Develop Property for Use as Low Income Rental Housing, Headstart Classrooms, and a Community Facility Meeting Space*
- R-4      *PUBLIC HEARING on Affordable Housing Development Program Recommendations and Consideration of an ORDER Authorizing Transfer of Certain Tax Foreclosed Properties to Jubilee Fellowship Ministries, Portland Habitat for Humanity, Northeast Community Development Corporation, Hacienda CDC, Sabin CDC and Housing Our Families, for Low Income Housing Purposes*
- 

*Thursday, December 5, 1996 - 10:00 AM*  
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**  
*Multnomah County Courthouse, Room 602*  
*1021 SW Fourth, Portland*

**BOARD BRIEFING**

- B-2      *Update on Proposed Dredging of the Columbia River. Presented by Sharon Timko. ONE HOUR REQUESTED.*

MEETING DATE: DEC 05 1996

AGENDA NO: C-1

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

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

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of Deed to contract purchaser for completion of Contract #15430  
(Property repurchased by former owner).

Deed D971380 and Board Order attached.

12/5/96 ORIGINAL Deed &  
copies of All to tax title

BOARD OF  
COUNTY COMMISSIONERS  
96 NOV 26 AM 9:19  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

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

(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



Matthew O. Ryan, Assistant County Counsel

R-99214-2300  
1S2E14BC 6100

A tract of land in Section 14, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at the Northwest corner of said Section 14; thence South  $01^{\circ}57'$  West along the West line of said Section, 1776.25 feet; thence South  $88^{\circ}09'15''$  East 289.17 feet to the true point of beginning; thence North  $01^{\circ}50'45''$  East 160.52 feet; thence North  $88^{\circ}32'15''$  West 90 feet; thence South  $01^{\circ}57'$  West 159.59 feet; thence South  $88^{\circ}09'15''$  East 90 feet to the true point of beginning; EXCEPTING therefrom the Southerly 25 feet, more or less, lying within S. E. Steele Street.

DEED D971380

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to LYNN B. ALLQUIST and VIOLET ALLQUIST, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

AS DESCRIBED ON ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$5,291.52.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

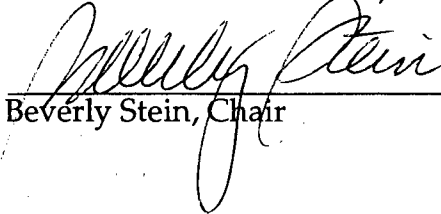
Until a change is requested, all tax statements shall be sent to the following address:

LYNN B. ALLQUIST & VIOLET ALLQUIST  
26502 SE SHADY VIEW LANE  
EAGLE CREEK, OR 97022

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 5th day of December, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon



Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Janice Druian, Director  
Assessment & Taxation

  
K. A. Tuneberg

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

R-99214-2300  
1S2E14BC 6100

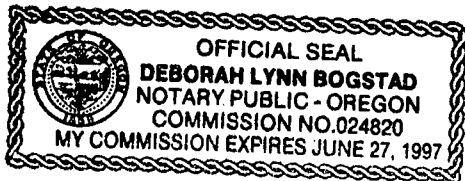
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Beginning at the Northwest corner of said Section 14; thence South  $01^{\circ}57'$  West along the West line of said Section, 1776.25 feet; thence South  $88^{\circ}09'15''$  East 289.17 feet to the true point of beginning; thence North  $01^{\circ}50'45''$  East 160.52 feet; thence North  $88^{\circ}32'15''$  West 90 feet; thence South  $01^{\circ}57'$  West 159.59 feet; thence South  $88^{\circ}09'15''$  East 90 feet to the true point of beginning; EXCEPTING therefrom the Southerly 25 feet, more or less, lying within S. E. Steele Street.

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*On this 5th day of December, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



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

MEETING DATE: DEC 05 1996

AGENDA #: C-2

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

### AGENDA PLACEMENT FORM

SUBJECT: OLCC License Renewal

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

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

CONTACT: Sergeant Bart Whalen TELEPHONE: 251-2431

BLDG/ROOM #: 313/124

PERSON(S) MAKING PRESENTATION: Sergeant Bart Whalen

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

#### SUGGESTED AGENDA TITLE:

This is an OLCC Retail Malt Beverage License Renewal Application for:

Springdale Tavern  
323 E. Crown Point Hwy.  
Corbett, Oregon 97019

The background has been checked on applicant: Wayne H. Lewis

and no criminal history can be found on the above.

12/5/96 ORIGINAL TO Sgt Bart Whalen

#### SIGNATURES REQUIRED:

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

(OR)

DEPARTMENT MANAGER: Bart Whalen

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
96 NOV 20 PM 4:15

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

**Oregon Liquor Control Commission**  
PO Box 22297, Milwaukie, OR 97269 1-800-452-6522  
**License Renewal Application**

**IMPORTANT:** Failure to fully disclose any information requested, or providing false or misleading information on this form is grounds to refuse to renew the license. Your license expires December 31, 1996

License Type: <b>Retail Malt Beverage</b>	District: <b>1</b>	County/City: <b>2600</b>	RO#: <b>R00283A</b>	421/201
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LEWIS WAYNE H  
32302 EAST CROWN PT HWY  
CORBETT OR 97019

Licensee(s) **LEWIS WAYNE H**

Server Education Designee(s)

Tradename **SPRINGDALE TAVERN**  
**32302 EAST CROWN PT HWY**  
**CORBETT OR 97019**

**Instructions:**

1. Answer all questions completely on the renewal application.
2. Have each partner or an authorized corporate officer sign the renewal application.
3. Have the local governing body endorse the renewal application.
4. Return completed renewal application along with the appropriate license fee due before December 11, 1996 to avoid late fees.

\*\*

Operational Questions:	Responses:
(1) Is there a change in your Server Education Designee? If yes, please list their name and Social Security Number. <b>NO</b>	Name <u>Wayne H Lewis</u> SS# <u>32302 540-36-1647</u>
(2) Please list a daytime phone number. <b>695-2676</b>	Phone Number: <b>695-2676</b>
(3) Please list all <u>arrests or convictions</u> for any crime, violation, or infraction of any law during the last year even if they are <u>not liquor</u> related for anyone who holds a financial interest in the licensed business. Attach additional sheet of paper to back of form if needed. <b>(NONE)</b>	Name      Offense      Date      City/State      Result
(4) Will anyone share in the profits who is not a licensee? If yes, please give name(s) and explain. <b>NO</b>	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES & EXPLAIN:
(5) Were there any changes of ownership (ie: add/drop partners, change to corporations, etc.) not reported to the OLCC in the last year? <b>NO</b>	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES & EXPLAIN:
(6) Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling? <b>NO</b>	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES & EXPLAIN:

<b>Endorsement</b> - Please take this form to your local governing body that is listed below before you return it to the OLCC.	
The County of <u>MULTNOMAH</u> recommends that this license be GRANTED <u>X</u> REFUSED <u>  </u> on (date) <u>12/5/96</u>	
Signed: <u>Beverly Stein</u>	Title of Signer <b>BEVERLY STEIN, COUNTY CHAIR</b>

License Fees and Late Fee Schedule & Amounts - Do not mail cash.		Dollar Amount (\$)
License Fee for Retail Malt Beverage		200.00
Server Education student fee		2.60
TOTAL FEE TO PAY	>>>>PLEASE PAY THIS AMOUNT<<<<	202.60
Late Fees		
IF Renewal Application Is Received After December 11, 1996 but before January 01, 1997		Add 50.00 To Total Due
IF Renewal Application Is Received On or After January 01, 1997.		Add 80.00 To Total Due

Print Name	Signature	Date	Social Security #	Date of Birth
WAYNE H. LEWIS	<u>Wayne H. Lewis</u>	10/11/96	540-36-1647	9/15/36

MEETING DATE: DEC 0 5 1996  
AGENDA #: UC-1  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Found/Unclaimed Property - 96-6

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: December 5, 1996  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

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

CONTACT: Rick Gustafson TELEPHONE #: 251-2486  
BLDG/ROOM #: 313/14

PERSON(S) MAKING PRESENTATION: Consent Item

### ACTION REQUESTED:


☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Transfer of found/unclaimed property as listed to the Department of Environmental Services as outlined in the Multnomah County Code 7.70.

12/5/96 copies to Rick Gustafson

### SIGNATURES REQUIRED:

ELECTED OFFICIAL:   
(OR)  
DEPARTMENT MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
96 DEC -4 PM 5:23  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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





# Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

DAN NOELLE  
SHERIFF

(503) 255-3600  
TTY (503) 251-2484

## MEMORANDUM

TO: Deborah Bogstad  
Clerk of the Board

FROM: DAN NOELLE *Dan Noelle*  
Sheriff

DATE: NOVEMBER 27, 1996

SUBJECT: FOUND/UNCLAIMED PROPERTY - 96-6

Attached is a listing of found/unclaimed or unidentified property. This property has been in the Sheriff's possession for over 30 days. All attempts to establish the rightful owner(s) of the listed property have proven negative.

To comply with Multnomah County Code 7.70, I am requesting that this listing of property be placed on the Board of County Commissioners' agenda for approval of the transfer of these items to the Department of Environmental Services for sale or disposal as provided for within the listed ordinance.

Attachment

EQU211.25

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Acknowledgment of Unclaimed	)	O R D E R
Property and Authorization of	)	96- 209
Transfer for Sale or Disposal	)	

WHEREAS, the Multnomah County Sheriff's Office has certain property, including money, in its possession, the ownership of which is unknown and which has been unclaimed for thirty days after the property came into its possession; and

WHEREAS, Multnomah County Code Chapter 7.70.100 directs the Sheriff's Office to report the unclaimed property to the Board of Commissioners and to request authorization to dispose of it as provided in the Code; and

WHEREAS, in lieu of a sale of the property under Multnomah County Code Chapter 7.70.150 to 7.70.300, the Multnomah County Sheriff's Office, with the approval of the Board of Commissioners, may transfer any portion of the unclaimed property to the County for use by the County; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners acknowledges the unclaimed property and authorizes the transfer of the items listed on the attached **Multnomah County Sheriff's Office Found/Unclaimed Property For Disposal, List 96-6**, to the Department of Environmental Services for sale or disposal as provided in Multnomah County Code.

DATED this 5th day of December, 1996.

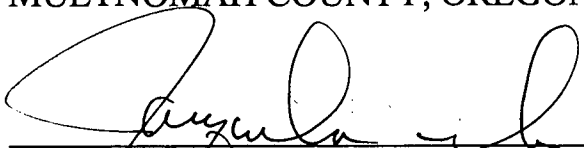


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

  
Jacqueline A. Weber, Assistant Counsel

MULTNOMAH COUNTY  
SHERIFF'S OFFICE  
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL  
LIST - 96-6

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
86-10518	Weaver Scope Rifle (3X9)	Sale
87-9878	RCA Video Camera, #538430149	Sale
87-11834	Wards Color TV, #60706046	Sale
88-1530	Marantz AM-FM cassette player, #83071539	Sale
88-2251	RCA Video Camera, #1256VM271	Sale
	Panasonic Tuner, #MISA50633	Sale
89-8410	JVC Compact Disc Player, #12118057	Sale
89-8707	Three scanner radios	Sale
87-1504	Seven rifle cases	Sale
90-6801	Realistic scanner, #306589	Sale
90-11350	Realistic scanner, #358254	Sale
91-10686	Penny coin collection	Sale
91-6068	McGunn Safe, #89004816	Sale
92-711	Silver Coin, 999 Fine Silver/Liberty Head	Sale
	Man's watch with gold band	Sale
92-9844	Pioneer Stereo Cassette, #JG27672	Sale
	Two Pioneer Speakers (6X9)	Sale
	Board With Majestic Power Amp	Sale
	Two 12" Speakers & Cables	Sale
92-9048	Pioneer Super Tuner III	Sale
	Power Amp	Sale
	AM-FM Tape Deck	Sale
92-10407	Fosgate Boom Box Speaker/MD1	Sale
	Tape Case with Tapes	Sale
93-3429	Starter Motor (Import)	Sale
93-5054	Telephone Caller ID Machine	Sale
93-4231	Polaroid Sun 600 Camera	Sale
93-1119	Seiko Receptor Message Watch	Sale
93-7992	Spectrum Whistler Radar Detector	Sale
	Panasonic CB #D45213	Sale
	Kenwood Equalizer, #11000994	Sale
	Kenwood Amplifier, #11203980	Sale
	Pioneer Tape Deck, #WK04085	Sale
93-7581	Cobra 25 LTD CB, #53004691	Sale
93-7421	Two Pairs of Bolt Cutters	Sale
93-6156	Box of CDs	Sale
	Tapes in a Case	Sale
93-1440	Two wrist watches	Sale
93-5783	G-Loomis Fishing Pole	Sale
93-8627	Three Rings	Sale
93-9109	Kodak Camera, #406284	Sale
93-8303	Bag of Costume Jewelry	Sale
93-8795	Pioneer Stereo Cassette Deck, #NC024603	Sale
93-8363	Uniden Phone, #01411258	Sale
93-8724	Miscellaneous Watches	Sale
93-6062	Motorola Cell Phone, #472CPG0522	Sale
93-3072	Motorola Cell Phone W/Case, Battery	Sale
	Realistic Pro-34 Scanner, #981027	Sale
93-9265	Cell Phone & Battery	Sale
93-7729	Voltage Meter/GMT19P	Sale
	Power Coustic Car Stereo, #90030457	Sale
93-9591	6 Ton Jack	Sale

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
93-9483	Uniden Cellular Phone	Sale
93-5633	Audiovox Portable Phone, #03037956	Sale
93-1924	Sharp Memo Master, #07042	Sale
93-6575	Two Sherwood Car Speakers, Black	Sale
	Sony Car Equalizer, #0015458	Sale
	Alpine Car Stereo, Black	Sale
	Leather Tool Belt w/Tools	Sale
	Mallory Window Cleaner Device	Sale
	Pair of Jumper Cables, Car Jack	Sale
93-3321	Kenmore Microwave Oven	Sale
	Pair of New Nike Shoes, Size 11	Sale
	Box of BX Common Spikes	Sale
93-6198	Two Sansui Speakers	Sale
	Parliament Clock	Sale
	Bag of Comics and Sports Trading Cards	Sale
	Two Albums of Sports Cards	Sale
	Eleven Floppy Disks	Sale
93-5693	Igloo Cooler	Sale
93-738	Panasonic Bread Maker	Sale
	Seven Pairs of Work Gloves	Sale
93-6255	Pink Jewelry Box w/3 Rings, 1 Cross	Sale
	Five Piece Coin Proof Set	Sale
	Four Coins in Plastic	Sale
93-3778	BMX GT Black Bicycle, #18A-48695	Sale
93-5517	Two Fishing Poles, Reel, Pair of Ski	Sale
	Boots, Motorola Cell Phone, Cassette	Sale
	Tape, L.L. Bean/Hamilton Watch	Sale
94-783	Nokia Cell Phone, #00489075	Sale
94-1761	JVC VCR, #12E6596	Sale
94-932	Motorola Cell Phone, #991GSSH239	Sale
94-216	Motorola Cell Phone, Mode Cantel	Sale
94-1016	Panasonic Mini Tape Player, Model RN102	Sale
94-2243	Pioneer Stereo CD Player, #NG049791	Sale
94-2073	Two Necklaces, Small Gold Chain, 2 Rings	Sale
94-3969	NEC Cellular Phone, #MP5A1B2-1A	Sale
94-3364	Icom VHF-FM Transceiver, #36889	Sale
94-2998	Realistic Scanner	Sale
94-5795	Tasco (4X32) Rifle Scope	Sale
94-4675	Sentry Safe, 1250 model	Sale
	Pioneer Stereo Tuner, JC07162	Sale
94-4675	Kenwood Fader, #80603220	Sale
	Casio Digital Diary, SF-4000	Sale
	Seiko-Receptor Watch, #3500296	Sale
94-3289	Seven Silver Coins	Sale
94-5180	Selsi Binoculars, 10X50, w/Case	Sale
94-1556	Three Pairs of New Levis 501 Jeans (32x32)	Sale
94-4018	Alpine Power Amp, Model 3542	Sale
	Toshiba Digital Tuner	Sale
	Design Tuner	Sale
	Sony CD Changer Control Converter	Sale
	20 Miscellaneous CDs	Sale
	10 Miscellaneous CDs	Sale
	Bel P.C. Alert (3x2) w/Case	Sale
	Franklin Wordmaster, Model WM-1015	Sale
	24 Miscellaneous CDs	Sale

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
94-4352	Box w/ Two Makita Drills	Sale
	Orange Tool Box with Tools	Sale
	Bag w/ Two Car Stereos, 1 Telephone	Sale
	Pair of Bolt Cutters	Sale
94-1625	Fisher VCR	Sale
	Two Nintendo Tapes	Sale
	Sony Beta VCR, #61814	Sale
94-1345	Realistic VCR, #T285713A8	Sale
	Magnavox 19" Color TV, #19973421	Sale
	Sony Walkman w/Headphones	Sale
94-908	Bearcat Scanner	Sale
94-3276	Novatel Cell Phone #14201314029	Sale
94-765	Panasonic Car Speaker	Sale
	Green Tool Box w/ Tools	Sale
94-5291	12' Dinghy Boat/White w/Green Interior	Sale
94-2214	Fishing Reel, Briefcase, Cellular One	Sale
	Cell Phone, Two Kenwood Car Stereos	Sale
94-2735	Motorola Cell Phone, Two Cell Phone	Sale
	Chargers, Centura Lap Top Computer	Sale
94-3706	Black Rifle Case	Sale
94-5596	Seiko English-Spanish Translator/TR-2200	Sale
94-5775	Sony AM-FM Cassette Car Stereo, #106059	Sale
94-6117	Two Pairs of Bolt Cutters	Sale
94-3826	Three Rifle Cases	Sale
94-7621	Prestige Cell Phone, Bag, Antenna,	Sale
	Serial #17400552676	Sale
94-6161	Loran Receiver/Explorer, #27460553	Sale
	GPS Receiver/Explorer, No Serial #	Sale
	Autohglm 3000, #2073-K70337	Sale
94-2819	Five Vehicle Tires	Sale
	GE Answering Phone	Sale
	Cosmo Desk Clock	Sale
	Black Daskocil Gun Case	Sale
	Cooustic-Elec Crossover, #109238	Sale
	Sound Creations Car Stereo, #50511302	Sale
	Audiovox Car Stereo, #002113305	Sale
	Century Propane Stove/Model 4630	Sale
	Two Black Magic Speakers	Sale
	Two Voodoo Speakers	Sale
	Two Pioneer Speakers/TS-1001	Sale
	North First Aid Kit	Sale
	BEL Radar Detector, #H309725	Sale
	Panasonic Car Stereo, #FA094C041	Sale
	Aiwa Walkman Radio	Sale
94-6876	Radio Shack Scanner, #35002478,	Sale
	w/ Earphone	Sale
95-1734	Three Earrings, Three Rings, Walkman w/	Sale
	Headset, Fossil Watch	Sale
95-3788	14K White Gold Ring	Sale
95-488	Kenwood AM-FM Cassette, #80700008	Sale
95-4809	Uniden 12 Band Scanner, #45033091	Sale
95-3098	Texas Instruments Calculator, #18046228	Sale
95-1831	Bag W/ Miscellaneous Jewelry	Sale
95-5935	Motorola Flip Phone, #674GTUSU034	Sale
	W/ Battery and Case	Sale
95-1663	Cardini Ladies Watch	Sale

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
95-4617	Body Glove 5' Ski Tube W/ Ski Line	Sale
95-2158	Motorola Cell Phone, #823167B591	Sale
95-5584	Ascher Stereo Cassette Player, #92060059	Sale
95-4179	Sony Headphones, Black	Sale
	Sony CD Player, #5453027	Sale
	Discwasher CD Holder, W/ Bag	Sale
	10 Miscellaneous Discs	Sale
95-6096	Bag of Miscellaneous Jewelry	Sale
95-3206	Cannon 35mm Camera, #1604229	Sale
95-5867	Two Plastic Oars, Two Life Jackets	Sale
95-6512	Man's Silver Ring	Sale
95-4923	Citizen Watch, #517940	Sale
	Lorus V811 Watch	Sale
96-14	Timex Woman's Watch	Sale
96-737	GTE Cell Phone, #441EC02443739	Sale
96-2576	Gemini VHS Rewinder, #C30212454	Sale
96-2498	Evinrude 9.9hp Outboard Motor, #G03016510	Sale
	Mercury 7.5hp Outboard Motor, #4694006	Sale
96-4017	O'Brien Knee Board/4 1/2 ft. Long	Sale
96-601	US West Cell Phone, #179GVJQ526, -battery	Sale
96-1639	GE Walkman/Radio W/ Headphone, Gold	Sale
	Colored Necklace	Sale
96-3501	Miscellaneous Costume Jewelry	Sale
96-1439	Two Watches	Sale
96-4368	RCA AM-FM Radio/Cassette Player	Sale
96-248	ARC Plasma-Cutting System/10XR	Sale
96-1866	Two Wrist Watches, Four Pieces of	Sale
	Costume Jewelry	Sale
96-2164	Discovery 15 ft Canoe, #XTC91386J192	Sale
	Clipper, 15 ft Canoe, #ZWDCS015K495	Sale
96-5688	Huffy Magna Bicycle, #606L984909	Sale
96-6074	Huffy Mainliner Girls Bicycle, #71573	Sale
	Schwinn Traveler III Bike, #F823468	Sale
92-9844	Aiwa Stereo Cassette, #Q10402027	MC Use
93-8363	Craftsman Sander, B&D, 7 1/4" saw,	MC Use
	#6289723, Metabo #1 Drill	MC Use
94-2109	Two Graco Airless Spray Guns	MC Use
94-4675	Schumacher Battery Charger	MC Use
94-3661	GTE Mobil Phone & Charger	MC Use
94-3289	OKI/GTE Cell Phone, #UM9032	MC Use
94-4352	Red Tool Box with Tools	MC Use
	Light Blue Box with Tools	MC Use
	Gray Box with Tools	MC Use
94-3047	JVC Video Camera, #11560225	MC Use
94-765	Dustbuster, black	MC Use
94-2214	GTE Cell Phone	MC Use
95-2158	Black & Decker 1/4" Drill	MC Use
96-1721	Apelco VHF 510 Marine Radio, #031723	MC Use
93-1479	Craftsman Tool Box with Tools	MC Use
90-185	Park Tool Box with Tools	MC Use
88-9528	Powercraft Tool Box with Tools	MC Use
93-5517	Allied Socket Set	MC Use

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
94-2819	Britain 50 Piece Socket Set	MC Use
	Allied Socket Set in Blue Case	MC Use
	Green Plano Tool Box with Tools	MC Use
	Gray Tru-Test Tool Box with Tools	MC Use
	4-Way Chrome Lug Wrench	MC Use
	Foremost Torque Wrench in Case	MC Use
	2 Ton Hydraulic Floor Jack	MC Use
	Makita Cordless Drill, #2208808E	MC Use
95-5867	Livingston 10' Dinghy, #LBC32878J586	MC Use
94-2819	Craftsman Gray Tool Box with Tools	MC Use
	Amiga Color Monitor, #85296543	MC Use
91-5701	Sanyo VCR #67472669	MC Use
93-8363	Nikon Camera, #6178267	MC Use
94-3764	Xerox Copier Machine, #105748	MC Use
94-4839	Kenwood Car Stereo/KRC-360	MC Use
94-2656	RCA Video Recorder, #834761392	MC Use
88-4671	Pair of Bushnell (8X20) Binoculars	MC Use
94-5506	Appleby 10ft Blue Row Boat (OR195HN)	Sale
94-4358	MEI 5 Channel Stereo Crossover	Sale
	Sony XR5500 Car Stereo #218395	Sale
	Kenwood KDC77R Car Stereo, #20500133	Sale
	Sony XR-4400 Car Stereo, #523456	Sale
	Clarion Model 8670R Car Stereo, #281451	Sale
	Pioneer Car Stereo, #KF02761	Sale
	Sanyo MAR2100 Car Stereo, #01309732	Sale
	JVC XL-G2900 Car Stereo, #13840288	Sale
	ADS 425 Power Bridge	Sale
	Sherwood SCP1002 Power Amp, #01113273	Sale
	Pyramid NS-50 Isolation Trans., #95110854	Sale
	Two Coustic HS62 Speakers	Sale
	Two Box Speakers	Sale
	Set of Jumper Cables	Sale
	Two Prime Wheels With Dunlop Radial GT Tires/ Size P205/50R15	Sale Sale

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Community Corrections

DIVISION

CONTACT Patrick BrunTELEPHONE 248-3701

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

Patrick Brun

## SUGGESTED

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

A budget modification to create a budget for the Centralized Casebank unit, transferring existing positions and materials and services.

## (ESTIMATED TIME NEEDED ON THE AGENDA)

## 2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

The Centralized Casebank (CBC) unit was originally budgeted in the West District Probation/Parole supervision budget. The unit has moved to the Mid-County District, housed with the Volunteer Unit. Costs for this program need to be identified separate from the Volunteer Unit budget. This budget modification will delete 1 FTE OA II, 3 FTE Corrections Tech, and 3 FTE Probation/Parole Officer positions from the West and Mid-County District Probation/Parole Supervision budgets and will add 1 FTE OA II, 3 FTE Corrections Tech, and 3 FTE Probation/Parole Officer positions to the Mid-County District Centralized Casebank budget. The associated materials and services costs will be transferred as well.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None. This modification results in a zero net effect in budgeted expenditures, therefore, the Department's revenue appropriation will not change.

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
96 NOV 18 AM 11:38

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Date

11/7/96

Department Director

Date

11/7/96

Plan/Budget Analyst

Date

11/10/96

Employee Services

Date

Board Approval

Date

12/5/96



**PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.**
**DCC 5**
**5. ANNUALIZED PERSONNEL CHANGES**

(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE Increase (Decrease)	POSITION TITLE	ANNUALIZED			
		BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
(1.00)	Office Assistant II	(24,047)	(4,210)	(2,998)	(31,255)
(3.00)	Corrections Tech	(57,997)	(15,406)	(10,720)	(84,123)
(3.00)	Probation/Parole Officer	(97,377)	(23,730)	(18,146)	(139,253)
1.00	Office Assistant II	24,047	4,210	2,998	31,255
3.00	Corrections Tech	57,997	15,406	10,720	84,123
3.00	Probation/Parole Officer	97,377	23,730	18,146	139,253
0.00	TOTAL CHANGE (ANNUALIZED)	0	0	0	0

**6. CURRENT YEAR PERSONNEL DOLLAR CHANGES**

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium				CURRENT FY			
				BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
					Fringe	Ins.	
<b>156-021-2801</b>							
Perm	Delete 1 FTE Office Assistant I	0.75	6001	(18,035)	(3,158)	(2,249)	(23,441)
Perm	Delete 3 FTE Corrections Tech	0.75	6266	(43,498)	(11,555)	(8,040)	(63,092)
Perm	Delete 2 FTE Prob/Parole Offic	0.75	6276	(49,496)	(12,062)	(9,623)	(71,180)
<b>156-021-2831</b>							
Perm	Delete 1 FTE Prob/Parole Offic	0.75	6276	(23,537)	(5,736)	(3,987)	(33,260)
<b>156-021-2836</b>							
Perm	Add 1 FTE Office Assistant	0.75	6001	18,035	3,158	2,249	23,441
Perm	Add 3 FTE Corrections Tech	0.75	6266	43,498	11,555	8,040	63,092
Perm	Add 3 FTE Prob/Parole Officer	0.75	6276	73,033	17,798	13,610	104,440
TOTAL CURRENT FISCAL YEAR CHANGES				0	0	0	0

DCC 5

## EXPENDITURE

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD 5

BUDGET FY 96-97

[illegible]

## REVENUE

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD 5

BUDGET FY 96-97[illegible]



**MULTNOMAH COUNTY DEPARTMENT OF  
COMMUNITY CORRECTIONS**

---

**TO:** *Board of County Commissioners*

**FROM:** *Patrick Brun* 

**DATE:** *November 7, 1996*

**REQUESTED PLACEMENT DATE:** *November 21, 1996*

**SUBJECT:** *Budget Modification - DCC 5<sup>2</sup>*

---

**I. Recommendation/Action Requested**

Request approval of budget modification. This is a bookkeeping item, and has no financial impact on the County.

**II. Background/Analysis**

The Centralized Casebank Unit (CBC) was previously located in the West District Office. The West District Office is overcrowded, so CBC was moved to a different location. We decided to also break out the budget and identify the costs of this program separately from general caseloads. This budget modification will create a separate organizational code and budget for CBC.

**III. Financial Impact**

There is no additional cost. This is a bookkeeping item.

**IV. Legal Issues**

None.

**V. Controversial Issues**

None.

**VI. Link to County Polices**

N/A

**VII. Citizen Participation**

None.

**VIII. Other Government Participation**

None.

MEETING DATE: DEC 05 1996

AGENDA NO: R-3

ESTIMATED START TIME: 9:32

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Intergovernmental Contract between the Department of Community and Family Services and Housing Authority of Portland, to convey and develop Property for use as low income rental housing, Headstart classrooms, and a community facility meeting space.

**BOARD BRIEFING**

Date Requested: \_\_\_\_\_

Requested By: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING**

Date Requested: December 5, 1996

Amount of Time Needed: 10 minutes

DEPARTMENT: Community and Family Services

DIVISION: \_\_\_\_\_

CONTACT: Rey España/ Cecile Pitts

TELEPHONE: 248-3999

BLDG/ROOM: B166/5th

PERSON(S) MAKING PRESENTATION: H.C. Tupper

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE**

Intergovernmental Agreement Between Department of Community and Family Services and Housing Authority of Portland, Allocating \$350,455.70 of Community Development Block Grant Funds to Develop Property for Use as Low Income Rental Housing and Headstart classrooms and community facility meeting space.

12/5/96 ORIGINALS to HCTupper & ORIGINAL  
DEED County to HAP to HCTupper

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: \_\_\_\_\_

*[Signature]*

BOARD OF  
COUNTY COMMISSIONERS  
96 NOV 25 PM 3:38  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe*  
Department of Community and Family Services

DATE: November 25, 1996

SUBJECT: Contract with Housing Authority of Portland, to convey and develop Property for use as low income rental housing, Headstart classrooms and community facility meeting space

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the Intergovernmental Agreement with Housing Authority of Portland, for the period December 15, 1996 through December 31, 1998.

**II. Background/Analysis:** The Department of Community and Family Services has allocated Community Development Block Grant funds to convey and develop low income rental housing, Headstart classrooms and community facility meeting space. This contract with the Housing Authority of Portland provides funds to convey and develop property for this purpose.

**III. Financial Impact:** The contract is for \$350,455.70. The funds are included in the Department budget.

**IV. Legal Issues:** none

**V. Controversial Issues:** none

**VI. Link to Current County Policies:** This contract reflects a County commitment to develop affordable housing for low income people.

**VII. Citizen Participation:** The Community Development program activities are overseen by a Policy Advisory Board. Activities funded with the Community Development Block Grant are discussed at a public hearing and are reviewed by the Board of County Commissioners, in conjunction with another public hearing, when the Board approves the annual statement.

**VIII. Other Government Participation:** This contract reflects a partnership between the County and the Housing Authority of Portland over affordable housing development.

(See Administrative Procedures CON-1)

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 <input type="checkbox"/> Intergovernmental Revenue Agreement  <b>APPROVED MULTNOMAH COUNTY</b> <b>BOARD OF COMMISSIONERS</b> <b>AGENDA #</b> <u>R-3</u> <b>DATE</b> <u>12/5/96</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>

**Contract to convey and develop property to be used as low income rental housing, Headstart classrooms, and a community facility meeting space.**

Contractor Name :	<b>Housing Authority of Portland</b>	Remittance Address (if different) _____
Mailing Address:	<b>135 SW Ash</b>	
	<b>Portland, OR 97204</b>	
Phone:	<b>(503) 273-4515</b>	
Employer ID# or SS#:	<b>93-6001547</b>	
Effective Date:	<b>December 15, 1996</b>	
Termination Date:	<b>December 1, 1998</b>	
Original Contract Amount:\$		
Total Amt of Previous Amendments:\$		
Amount of Amendment: \$		
Total Amount of Agreement:	<b>\$350,455</b>	

REQUIRED SIGNATURES:

Department Manager: Lolenz Poe mgs Date: 11/25/96

Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_

(Class II Contracts Only)

County Counsel: Katie Smith Date: 11/26/96

County Chair/Sheriff: Willie Cain Date: 12/5/96

Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	S UB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	Inc/Dec Ind.
								See	Attached		

S:\ADMIN\CEU\CONT97\HAPCD97.CAF

## COMMUNITY AND FAMILY SERVICES DEPARTMENT

## CONTRACT APPROVAL FORM SUPPLEMENT

Contractor : HOUSING AUTHORITY OF PORTLAND-AFFORDABLE HOUSING

Vendor Code : 00023

Fiscal Year : 96/97

Amendment Number : 0

Contract Number : 103257

Page 1 of 1

11/25/96

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
01	156	010	1220	H44X	6060	9418F	CD CDBG FFY 97 CD Public Works	\$350,455.70		\$350,455.70	
TOTAL								\$350,455.70	\$0.00	\$350,455.70	\$0.00



**MULTNOMAH COUNTY DEPARTMENT OF      #103257**  
**COMMUNITY AND FAMILY SERVICES**

**CONTRACT FOR**  
**PROPERTY ACQUISITION AND HOUSING DEVELOPMENT**

TERM OF CONTRACT:      December 15, 1996  
CONTRACTOR NAME:      Housing Authority of Portland  
CONTRACTOR ADDRESS: 135 SW Ash  
   Portland, Oregon 97204

To: December 31, 1998  
TELEPHONE: (503)273-4515  
IRS NUMBER: 93-6001547

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This contract is between Department of Community and Family Services, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and the Housing Authority of Portland, hereinafter referred to as "CONTRACTOR".

This contract contains the following documents, which are herein incorporated by reference:

- Part A.      Statement of Work      Pages A1 - A5
- Part B.      General Conditions      Pages B1 - B7
- Part C.      Special State and Federal Requirements      Pages C1-C6
- Part D.      Signatures      Page D-1
- Exhibit A      Trust Deed
- Exhibit B      Promissory Note
- Exhibit C      Deed
- Exhibit D      Proof of Insurance, Bonding, Workers Compensation

**PART A: STATEMENT OF WORK**

**1.    Project Description**

a.    The COUNTY shall convey in fee simple to the CONTRACTOR the .86 acre parcel (hereinafter called PROPERTY) described as:

A tract of Land situated in the Southwest one-quarter of Section 3, Township 1 South, Range 3 East of the Willamette Meridian, in the City of Gresham, County of Multnomah And State of Oregon, being more particularly described as follows:

Beginning at the most Southerly Southwest corner of that certain tract of land conveyed to the Union High School District UT-20JT by Contract recorded November 27, 1974 in Book 1017, Page 1427 of Deed Records, said County; thence North 89°10'15" East along the South line thereof, a distance of 141.58 feet to a point in the West right-of-way line of N.E. Kelly Street; thence North 0°34' 05" East, along said right-of-way line, a distance of 117.80 feet to an iron rod; thence North 89° 25' 55" West, at right angles to said West right-of-way line, a distance of 309.77 feet to an iron rod in the West line of that certain tract described as Tract II and conveyed to Eugene E. Settlemier, et ux, by Deed recorded May 4, 1987 in Book 2001, Page 1631, Deed Records of said County; thence South 0° 00' 30" East, along the West line thereof, (and it's Southern extension), a distance of 125.33 feet to an iron rod in the West extension of the South line of said Union High School Tract; thence North 89° 10' 15" East, along said West extension, a distance of 167.02 feet to the point of beginning (Called PROPERTY herein ).

The closing date for the conveyance of the PROPERTY shall be no later than December 15, 1996.

b. A portion of the PROPERTY acquired under this contract shall be developed and utilized as rental housing for persons and families whose household income does not exceed HUD very low income guidelines, as adjusted for household size, for the Portland Metropolitan area and shall comply with all applicable Federal, State and government program and code requirements for such residences. Reasonable fees may be charged by CONTRACTOR providing resident services, but excessive charges that would result in precluding very low income persons from utilizing the resident services or occupying the home shall not be permitted. Very low income residents, for the purpose of this Contract, shall be those earning 50% or less of the area median income, as adjusted by HUD.

c. Following acquisition of the PROPERTY, CONTRACTOR shall undertake the necessary planning and construction work to develop and utilize a portion of the PROPERTY as rental housing meeting local building codes and Section 8 Housing Quality Standards requirements. Plans and specifications for the proposed housing construction shall be provided to and approved by the COUNTY. CONTRACTOR shall obtain the necessary architectural and construction management services to provide to the COUNTY full, detailed specifications for the construction work to be undertaken. Plans and specifications shall be submitted to the COUNTY prior to application for building permits. CONTRACTOR shall carry out all construction work in accordance with the procurement regulations expressed in 24 CFR 85.36. All plans and specifications are subject to final approval by the COUNTY. Such approval will not be unreasonably withheld.

d. The CONTRACTOR shall undertake the necessary planning and construction work to develop and utilize a portion of the adjacent property at the street address 311 N. Division, Gresham Oregon, as Headstart classrooms and community facility meeting local building and fire code standards for such facility. Plans and specifications for the proposed facility construction shall be provided to and approved by the COUNTY. CONTRACTOR shall obtain the necessary architectural and constructions management services to provide the COUNTY full, detailed specifications for the construction work to be undertaken. Plans and specifications shall be submitted to the COUNTY prior to application for building permits. CONTRACTOR shall carry out all construction work in accordance with the procurement regulations expressed in 24 CFR 85.36. All plans and specifications are subject to final approval by the COUNTY. Such approval will not be unreasonably withheld.

e. CONTRACTOR shall be responsible for the purchase and installation of all furnishings and equipment to operate the common areas of the housing building(s). The CONTRACTOR shall be responsible for the operation and maintenance of the PROPERTY. The CONTRACTOR shall submit, for review by the COUNTY, a list of furnishings and equipment acquired to outfit the PROPERTY and shall also submit a property maintenance schedule including a replacement reserve plan for repair of major building systems.

f. The CONTRACTOR is obtaining financing from a variety of sources for construction and permanent loan monies required for the development of rental housing and Headstart facility on the PROPERTY. The CONTRACTOR shall provide the COUNTY a written timeline with loan and development milestones describing the project financing and construction progress. The CONTRACTOR shall provide the COUNTY a written description of the eligible use of CDBG funds budgeted for the housing and Headstart facility projects.

## **2. PROPERTY TRANSFER & POST ACQUISITION RESPONSIBILITIES**

a. Upon execution of this contract, the CONTRACTOR shall execute a lien on the PROPERTY, in the form of the trust deed attached to this Contract as Exhibit A, in the amount of \$350,455.70 to secure the performance of the CONTRACTOR under the terms of this contract. Multnomah County shall be the beneficiary of said trust deed. The face amount of the trust deed is derived from the Community Development Block Grant (CDBG) funds contributed to the purchase and development of the PROPERTY.

The CONTRACTOR shall execute a promissory note, in the form substantially similar to the note attached here as Exhibit B evidencing the CONTRACTOR'S debt in the amount specified above. The trust deed and promissory note shall be executed and delivered to the COUNTY for recording. The term of the trust deed and note shall be fifty years from execution.

b. Upon receiving the fully executed trust deed and promissory note from the CONTRACTOR, the COUNTY shall convey the PROPERTY to the CONTRACTOR by means of the deed attached to this contract as Exhibit C. The Deed shall be fully executed by the COUNTY and recorded in the Official Records of Multnomah County. The COUNTY shall provide the volume and page recordation information to the CONTRACTOR. Prior to the conveyance of the PROPERTY the COUNTY shall provide the CONTRACTOR with a seller's policy of title insurance warranting that the PROPERTY is unencumbered.

c. Not later than thirty days after the recording of the conveyance deed, the CONTRACTOR shall provide the COUNTY with a complete, current financial plan for the development of the rental housing and Headstart facility on the PROPERTY. The financial plan shall identify all funding commitments and sources, fully describing the application and use of funds during the development. The CONTRACTOR may mortgage the property or make a collateral assignment of a beneficial interest in the PROPERTY for the purpose of financing the project using an identified funding source. Subject to review and approval of the COUNTY, the COUNTY will subordinate its interest in the PROPERTY to other construction or permanent financing interests necessary to fund project completion.

d. The CONTRACTOR shall continue to utilize that portion of the PROPERTY as very low income rental housing for not less than 50 years from first occupancy. In the event the CONTRACTOR cannot or will not continue to operate the rental housing for very low income families for 50 years from first occupancy, the CONTRACTOR shall immediately sell the PROPERTY and return the proceeds from the sale of the affected PROPERTY up to the amount of CDBG funds expended for the purchase of the PROPERTY, to the COUNTY for other eligible CDBG activities.

e. The Headstart facility shall be used to provide Headstart pre-school and family social services for a period of not less than 25 years from first occupancy. In the event CONTRACTOR can not continue the provision Headstart pre-school and family social services in the Headstart facility, during the 25 year required term, CONTRACTOR shall immediately contact the COUNTY to establish a CDBG eligible community use for the facility.

f. Should the PROPERTY be acquired by the CONTRACTOR but not opened and operated as very low income rental housing and Headstart pre-school by December 15, 1998, at the written request of the COUNTY the CONTRACTOR shall dispose of said PROPERTY and return to the COUNTY all CDBG funds used to purchase the property by the COUNTY.

g. The CONTRACTOR shall not change the use of PROPERTY, including the beneficiaries of such above described use, without prior written approval of the COUNTY and affording citizens a chance to comment. If such new use of the PROPERTY is to be made, such use must meet one of the national objectives under 24 CFR 570.208.

h. The CONTRACTOR as a subgrantee agrees that any real property, equipment or supplies purchase wholly or in part with CDBG funds will be managed under the same guidelines applicable to the COUNTY as grantee in accordance with 24 CFR 570.505 (real property), 24 CFR 85.32 (equipment) and 24 CFR Part 85.33 (supplies).

i. Not later than December 15, 1997, the CONTRACTOR shall provide the COUNTY with documentation showing that funds sufficient to complete the development of the PROPERTY have been obtained or committed. The sufficiency of the documentation shall be solely determined by the COUNTY.

j. The CONTRACTOR shall provide the COUNTY an annual report on the beneficiaries of the Headstart facility specifying number of families served, family size, household income and ethnicity.

k. No assignment or transfer of title to the PROPERTIES shall be permitted except by the prior written approval of the COUNTY. No such approval may be given unless the proposed assignee or transferee agrees in writing to assume all obligations of this agreement. Any attempted assignment or transfer of title shall be void without the required written consent of the COUNTY.

### **3. Compensation.**

The County will transfer the PROPERTY valued at \$350,455.70 to the CONTRACTOR for no consideration. The COUNTY shall pay the CONTRACTOR up to \$100,000.00 (One Hundred Thousand & 00/100 Dollars) to pay in part the CDBG eligible construction costs of the rental housing project; the COUNTY shall pay the CONTRACTOR up to an additional \$100,000.00 (One Hundred Thousand & 00/100 Dollars) to pay in part the eligible CDBG construction costs of the Headstart facility.

a. Transfer of the PROPERTY shall occur immediately upon execution of this agreement. Payment for construction costs for the housing and facility projects shall be made through out the life of the construction project based on the completion of the CDBG eligible activities.

b. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for project services described in this contract; 2) expended in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable contract costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

c. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

d. All final requests for payment shall be received by the Department of Community and Family Services within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, or perform or document the performance of contracted services, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR

submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

f. The Community Development Block Grant funding made available under this contract will not be used by CONTRACTOR to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this contract.

g. CONTRACTOR agrees to submit to the COUNTY copies of all plans, specifications, and change orders in connection with the project. No plan specifications or change orders will be used or implemented if they increase the total project cost, without prior written approval from the COUNTY.

h. The CONTRACTOR shall provide the COUNTY an initial tenant rent roster upon first occupancy of the housing units, indicating: rental rates; household size and income; tenant race/ethnicity; and Urban County States. CONTRACTOR will demonstrate that Urban County families occupy 3 units of the housing development. CONTRACTOR shall provide the COUNTY an annual tenant income certification, either supplied by the COUNTY or in a form approved by the COUNTY, indicating unit rental rates, household size and income and tenant ethnicity.

#### 4. Term.

The CONTRACTOR'S project will begin upon contract execution and terminate when completed but no later than December 31, 1998.

## **PART B: GENERAL CONDITIONS**

### **1. Administration**

CONTRACTOR will appoint a liaison person who will be responsible for overall administration of Block Grant funded project(s) and coordination with the COUNTY'S Department of Community and Family Services. CONTRACTOR will also designate one or more representatives who will be authorized to sign the Invoice for Services Provided and any other forms which may be required. The CONTRACTOR will furnish to Multnomah County its employer identification number, as designated by Internal Revenue Service.

### **2. Amendments**

This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required, and signed. A written amendment may affect a project or projects authorized by this contract or may be of general application.

### **3. Assignment and Subcontracting**

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. The COUNTY is not liable to any third party for payment of any compensation payable to CONTRACTOR provided in this contract. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds, including but not limited to:

a. **Procurement Standards:** In awarding contracts pursuant to this contract, the CONTRACTOR will comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. To the greatest extent feasible, CONTRACTOR shall purchase supplies and services for activities under this contract from vendors and contractors whose businesses are located in the area served by COUNTY funded activities or owned in substantial part by project area residents, per Section 3, Housing and Community Development Act of 1968, as amended. In addition, the CONTRACTOR will comply with the requirements of Uniform Administrative Requirements as described in 24 CFR 570.502; and with Executive Order 11246 regarding nondiscrimination in bid conditions for projects over \$10,000.

b. **Labor Standards:** The CONTRACTOR will require that project construction contractors and subcontractors pay their laborers and mechanics at wage rates in accordance with the Davis-Bacon Act, as amended (40 USC sections 276 (a) - 27 (a)(5)) as well as HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen, provided that, if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the CONTRACTOR of its obligation, if any, to require payment of the higher rates. The CONTRACTOR shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR Part 5.5.

c. **Interest of Subcontractors and Their Employees:** The CONTRACTOR agrees that it will incorporate into every subcontract in writing, pursuant to this contract, the following provisions:

*The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Block Grant Program, has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest will be employed. Any interest on the part of the Contractor or its employees must be disclosed to the CONTRACTOR and the COUNTY.*

#### **4. Availability of Funds**

Both parties agree that this contract is subject to the availability of funds. COUNTY certifies that sufficient funds are available to finance the costs of this contract. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

#### **5. Compliance with Laws and Regulations**

CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations, as identified, in part, in Part C of this contract. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

#### **6. Contract Between Other Funding Source and County**

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts.

#### **7. Contractor Publicity**

a. CONTRACTOR shall reference the Multnomah County Department of Community and Family Services as a funding source in all flyers, brochures, news releases, and other public notices that advertise the project. For projects funded through the Community Development Block Grant program, these public information documents shall identify that program as the source of funds.

b. For all construction projects, CONTRACTOR will erect a durable and adequately visible sign at the construction site, identifying source of funds. This requirement may be waived for construction projects of \$5,000 or less.

## **8. Indemnification**

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

## **9. Independent Contractor Status**

CONTRACTOR is an independent CONTRACTOR and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

## **10. Insurance, Bonding, and Workers Compensation**

a. By signing this contract, CONTRACTOR certifies that it has and shall at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company authorized to do business in Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State of Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.



e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

g. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage coverage at least equivalent to the amounts set forth in ORS Chapter 30.

## **11. Integration**

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

## **12. Litigation Notice**

CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

## **13. Monitoring, Evaluation, and Enforcement**

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR agrees to participate with the COUNTY in any evaluation project or performance report, as designated by the COUNTY or the appropriate federal agency, and to make available all information required by any such evaluation process.

c. The books, records, papers, and documents of the CONTRACTOR which are directly pertinent to this contract will be subject at all times to inspection, review, or audit by the COUNTY, State, and/or federal officials so authorized by law during the performance of this contract and during the period of record retention specified in this contract.

d. If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

e. CONTRACTOR'S costs resulting from obligations incurred by the CONTRACTOR during a suspension or after termination of an award are not allowable unless the COUNTY expressly authorizes them in the notice of suspension or termination or subsequently. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- 1) The costs result from obligations which were properly incurred by the CONTRACTOR before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
- 2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

f. The enforcement remedies identified in this section, including suspension and termination, do not preclude the CONTRACTOR from being subject to "Debarment and Suspension" under E.O. 12549.

#### **14. Program Income**

CONTRACTOR shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this contract. Program income shall be reported with each payment request and substantially disbursed for the benefit of the project(s) funded by this contract in accordance with the principles of paragraph (b)(2)(I) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to COUNTY for reallocation. The COUNTY shall determine whether income is being used to continue or benefit the project(s) authorized by this contract. Program income on hand when the contract expires or received after the contract's expiration shall be repaid to the COUNTY.

#### **15. Property Interest**

a. For agencies which are not municipal corporations, it may become necessary to grant the COUNTY a property interest where the project under contract calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements.

b. If acting on behalf of the COUNTY, private nonprofit entities using federal Housing and Community Development Block Grant funds for the purposes described in 24 CFR, Section 570.201, will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

## **16. Records and Reporting Requirements**

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with County, state, or federal requirements. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. The CONTRACTOR agrees to complete and submit to the COUNTY progress statements and reports as may be required by COUNTY. In the event the CONTRACTOR sponsors multiple projects, each project will be maintained under a separate file system and kept in a manner recommended by the COUNTY.

c. CONTRACTOR shall maintain records documenting citizen participation, equal opportunity, and any other matters as directed by COUNTY. Citizen participation records shall document the process used to inform citizens concerning the amount of funds available, ranges of project activities undertaken, and opportunities to participate in funded projects. Equal opportunity records shall document racial, ethnic, and female-headed household data showing extent to which these categories of persons have participated in, or benefited from, the activities carried out under this contract. CONTRACTOR shall also maintain data recording its affirmative action in equal opportunity employment and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to use business concerns which are located in or owned in substantial part by persons residing in the area of the project.

d. As provided in 24 CFR 85.42, required records will be retained for a period of 3 years from the date of the submission of the final performance report in which the activity is covered, except as follows:

- 1) Records that are the subject of audit findings will be retained for three years or until such audit findings have been resolved, whichever is later.
- 2) Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.
- 3) The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.
- 4) Records for any displaced person will be retained for three years after such person has received final payment.
- 5) Records pertaining to each real property acquisition will be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records in accordance with paragraph 4) above, whichever is later.

## **17. Severability**

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

## **18. Termination**

a. This contract may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.

b. The COUNTY, by written notice of default, may terminate this contract if CONTRACTOR fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

c. Upon termination before completion of the services, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

d. This contract is subject to immediate termination upon written notice by the COUNTY should:

- 1) Funds become no longer available to the COUNTY;
- 2) The CONTRACTOR mismanage or make improper or unlawful use of contract funds. In the event that termination occurs for this reason, the CONTRACTOR will return to the COUNTY all funds which were expended in violation of the terms of this contract.

e. Upon termination of this contract any unexpended balance of contract funds will remain with the COUNTY.

f. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of CONTRACTOR or liability of CONTRACTOR or COUNTY which accrued prior to termination.

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

## **PART C. SPECIAL STATE AND FEDERAL REQUIREMENTS**

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including, but not limited to the following:

### **1. Accessibility**

Any facility constructed or altered pursuant to this contract shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by HUD in 24 CFR Part 8.

### **2. Application, Acceptance, Use and Audit of Federal and State Funds**

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

### **3. Displaced Persons**

Any acquisition of real property by a unit of government for any activity assisted under this contract which occurs on or after the date of the COUNTY'S submission of its Block Grant application to HUD will comply with Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, herein called "Uniform Act" (P.L. 91-646, 40 USC §4601) and the regulations at 24 CFR Part 42, as provided in 24 CFR 570.606, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

Any displacement of persons, businesses, non-profit organizations or farms occurring on or after the date of the COUNTY'S submission of its Block Grant application, which results from acquisition of real property assisted under this contract, will comply with Title II of the Uniform Act and the regulations in 24 CFR Part 42. CONTRACTOR shall comply with the regulations pertaining to costs of relocation and written policies, as specified by 24 CFR §570.606.

### **4. Department of Energy**

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy.

Such information shall include, but is not limited to:

- 1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
- 2) The population eligible to be served by race, color, national origin, sex, age, and handicap;
- 3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;
- 4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;
- 5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
- 6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

## **5. Drug-Free Workplace**

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;

c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

## **6. Environmental Protection**

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, as amended (42 USC §7401, et. seq.), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

## **7. Environmental Review**

COUNTY retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by the federal Department of Housing and Urban Development Environmental Review Procedures (24 CFR Part 58). COUNTY may require CONTRACTOR to furnish data, information, and assistance for the COUNTY'S review and assessment in fulfillment of the COUNTY'S responsibilities under 24 CFR Part 58. Project execution under this contract by either COUNTY or CONTRACTOR shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

## **8. Flood Insurance**

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

## **9. Historic Preservation**

CONTRACTOR shall meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974 (P.L. 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the regulations in 36 CFR Part 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures, in 24 CFR Part 58.

## **10. Lead-Based Paint Poisoning**

Pursuant to 24 CFR 570.608, the CONTRACTOR shall comply with the HUD Lead-Based Paint regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC Sections 4831 et. seq.) requiring prohibition of the use of lead-based paint (whenever funds under this contract are used directly or indirectly for construction, rehabilitation, or modernization of residential structures); elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

## **11. Lobbying for Funds**

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **12. Minimum Wage and Maximum Hours**

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).



### **13. Nondiscrimination**

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including, but not limited to :

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. Americans With Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968 (12 USC §1701 u) as amended), 24 CFR Part 135, and any applicable rules and orders issued by HUD thereunder.
- p. Multnomah County policy on nondiscrimination.

Concerning **employment**, CONTRACTOR assures it will not discriminate against any employee or applicant for employment. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation. In all solicitations for employment under this contract, CONTRACTOR shall state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.

Concerning **program benefits**, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

Concerning **Subcontractors and Suppliers**, no contractor, subcontractor, union, or vendor engaged in any activity under the Department of Community and Family Services contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

#### **14. Oregon Tax Laws**

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

#### **15. Political Activity of Employees**

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

#### **16. Recycling**

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

## PART D: SIGNATURES

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

MULTNOMAH COUNTY

HOUSING AUTHORITY OF PORTLAND

BY \_\_\_\_\_  
Director, Dept of Community  
and Family Services                      Date

BY \_\_\_\_\_  
Agency Authorized Signer                      Date

BY \_\_\_\_\_  
Beverly Stein, Multnomah  
County Chair                      Date

BY \_\_\_\_\_  
Agency Authorized Signer                      Date

REVIEWED: Laurence Kressel, Counsel for  
Multnomah County, Oregon

BY \_\_\_\_\_  
Date

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

**Attachment A:**  
**Service Elements and Contract Amounts**

Contractor Name : HOUSING AUTHORITY OF PORTLAND-AFFORDABLE HOUSING Vendor Code: 00023

Contractor Address :  
135 SW ASH ST  
PORTLAND OR 97204

Telephone : 228-2178

Fiscal Year : 96/97

Federal ID # : 93-6001547

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**Program Office Name : OCAD CD Public Works**

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*Service Element Name : CD Public Works (H44X)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	12/15/96	12/31/97	Per Invoice	Fee for Service				\$350,455.70
Total								\$350,455.70

## TRUST DEED

THIS TRUST DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 1996 between the Housing Authority of Portland, an Oregon public body corporate and politic, as GRANTOR and Ticor Title Insurance Company as TRUSTEE, and MULTNOMAH COUNTY, a political subdivision of the State of Oregon, as BENEFICIARY.

Grantor, in consideration of transfer of certain real property to Grantor by Beneficiary, conveys to the Trustee, in trust, its successors in interest and assigns, real property in the City of Gresham, Multnomah County, Oregon, described as follows:

A tract of Land situated in the Southwest one-quarter of Section 3, Township 1 South, Range 3 East of the Willamette Meridian, in the City of Gresham, County of Multnomah And State of Oregon, being more particularly described as follows:

Beginning at the most Southerly Southwest corner of that certain tract of land conveyed to the Union High School District UT-20JT by Contract recorded November 27, 1974 in Book 1017, Page 1427 of Deed Records, said County; thence North 89°10'15" East, along the South line thereof, a distance of 141.58 feet to a point in the West right-of-way line of N.E. Kelly Street; thence North 0°34'05" East, along said right-of-way line, a distance of 117.80 feet to an iron rod; thence North 89°25'55" West, at right angles to said West right-of-way line, a distance of 309.77 feet to an iron rod in the West line of that certain tract of land described as Tract II and conveyed to Eugene E. Settlemier, et ux, by Deed recorded May 4, 1987 in Book 2001, Page 1631, Deed Records of said County; thence South 0°00'30" East, along the West line thereof, (and it's Southerly extension), a distance of 125.33 feet to an iron rod in the West extension of the South line of said Union High School Tract; thence North 89°10'15" East, along said West extension, a distance of 167.02 feet to the point of beginning.

### **AFTER RECORDING, RETURN TO:**

Multnomah County Community Development Program  
421 SW 6th Ave., Suite 500  
Portland, OR 97204-1620  
B166/Rm. 500

TOGETHER WITH all rents, issues, profits and all fixtures now or hereafter attached to or used in connection with the above described real property.

This conveyance is intended to secure: (a) the payment and performance of a promissory note of even date herewith made by Grantor and payable to Beneficiary, in the sum of Three Hundred Fifty Thousand Four Hundred Fifty-Five and 70/100 Dollars (\$350,455.70), the obligations under the note as well as all extensions, renewals and modifications thereof; (b) performance by Grantor its successors and assigns of the restrictions and obligations set forth in the Intergovernmental Agreement dated \_\_\_\_\_, 1996, and (c) performance by Grantor, its successors and assigns of each agreement by Grantor included herein.

The Promissory Note secured by this trust deed is due and payable immediately upon any breach of any condition or covenant in this trust deed or the Intergovernmental Agreement dated \_\_\_\_\_, 1996.

In any event, the date of maturity of the Promissory Note secured by this agreement shall be not later than December 1, 2046.

The Promissory Note and this Trust Deed shall be satisfied and Grantor entitled to a Deed of Reconveyance if none of the events accelerating payment, occur within the time limits set forth in the Multnomah County Contract for Services or herein.

To protect the security of this Trust Deed, Grantor covenants:

1. Grantor will promptly pay the Promissory Note secured by this Trust Deed when due according to its terms.
2. So long as this Trust Deed shall remain in force, Grantor will pay all taxes, assessments, liens and other charges which may be levied or assessed against the property.

3. Grantor will keep all the improvements erected on said premises in good order and repair and will not permit or cause any waste of the property. Prior to restoration or repair by Grantor, the property shall be considered in good order and repair if not in violation of City of Portland Code Sections 18.03.050 to 18.08.095.
4. Grantor will keep all present structures insured against loss or damage by fire, with extended coverage in an amount not less than the value shown on Beneficiary's tax records, in a company or companies acceptable to the Beneficiary and for the benefit of the Beneficiary, and will allow the Beneficiary to examine all policies and renewals upon request.

A failure by the Grantor to perform the covenants and conditions in this Trust Deed shall give to either the Beneficiary or the Trustee the option to declare the unpaid balance due on the Note at once due and payable, and this Trust Deed may be foreclosed at any time thereafter.

The Beneficiary is authorized by the Grantor (in accordance with the foregoing) to declare at its option all or any part of the indebtedness due and payable upon the Beneficiary's discovery of either the grantor's failure to disclose any fact deemed by the Beneficiary to be material to the transfer to Grantor of the property above described or material to any of the agreements entered into by the Grantor with the Beneficiary (including, but not limited to, the Intergovernmental Agreement dated                      ) or of any misrepresentation by, on behalf of, or for the benefit of, the Grantor.

In the event of any suit or action to foreclose this Trust Deed, the losing party agrees to pay all costs plus whatever sum the trial court may find to be reasonable as attorney fees to be allowed prevailing party, and in the event of any appeal, the losing party agrees to pay all costs plus whatever sum the appellate court may find to be reasonable as the prevailing party's attorney fees on the appeal.

This Trust Deed may be foreclosed by advertisement and sale in accordance with ORS Ch. 86. In the event of such foreclosure, the Beneficiary shall be entitled to recover its reasonable expenses, Trustee fees and attorney fees.

Grantor further agrees that in the event any portion or all of the property is taken under right of eminent domain or condemnation, Beneficiary shall have the right to require that, after payment of any such proceeds to the holder of any prior lien to finance construction, restoration or repair of the premises, or to finance purchase by a lower income family, the compensation be paid to Beneficiary and applied, first, to the Beneficiary's reasonable costs and attorney fees; and second, to the indebtedness secured by this Trust Deed; and last, to Grantor.

IN WITNESS WHEREOF, the Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

Grantor - Dennis L. West, Executive Director  
Housing Authority of Portland

STATE OF OREGON )  
 )ss.  
County of Multnomah )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1996, by Dennis L. West, Executive Director of the Housing Authority of Portland, an Oregon public body corporate and public, on behalf of its Board of Directors.

**Notary Public for Oregon**



**REQUEST FOR FULL RECONVEYANCE**

(To be used only when obligations have been paid.)

TO: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed, the estate now held by you under the same. Mail reconveyance and documents to: \_\_\_\_\_

DATED: \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Beneficiary

(This Trust Deed and the Note that it secures must be delivered to the trustee for cancellation before reconveyance will be made.)

## PROMISSORY NOTE

The Housing Authority of Portland. (HAP hereinafter), an Oregon public body corporate and politic, promises to pay to Multnomah County the sum of Three Hundred Fifty Thousand Four Hundred Fifty-Five and 70/100 Dollars (\$350,455.70), without interest, upon the happening of any accelerating event herein described.

This Promissory Note is secured by a Trust Deed, dated \_\_\_\_\_, 1996, encumbering real property acquired by HAP and purchased with County Community Development Block Grant funds.

The real property securing this note is described as follows:

A tract of Land situated in the Southwest one-quarter of Section 3, Township 1 South, Range 3 East of the Willamette Meridian, in the City of Gresham, County of Multnomah And State of Oregon, being more particularly described as follows:

Beginning at the most Southerly Southwest corner of that certain tract of land conveyed to the Union High School District UT-20JT by Contract recorded November 27, 1974 in Book 1017, Page 1427 of Deed Records, said County; thence North 89°10'15" East, along the South line thereof, a distance of 141.58 feet to a point in the West right-of-way line of N.E. Kelly Street; thence North 0°34'05" East, along said right-of-way line, a distance of 117.80 feet to an iron rod; thence North 89°25'55" West, at right angles to said West right-of-way line, a distance of 309.77 feet to an iron rod in the West line of that certain tract of land described as Tract II and conveyed to Eugene E. Settlemier, et ux, by Deed recorded May 4, 1987 in Book 2001, Page 1631, Deed Records of said County; thence South 0°00'30" East, along the West line thereof, (and it's Southerly extension), a distance of 125.33 feet to an iron rod in the West extension of the South line of said Union High School Tract; thence North 89°10'15" East, along said West extension, a distance of 167.02 feet to the point of beginning.

This Note is immediately due and payable upon any breach prior to cancellation of this note, of any condition or covenant in either this note or the Trust Deed securing this note including the provisions set forth in the Contract for Services dated \_\_\_\_\_, 1996.

This Promissory Note is without recourse and shall be cancelled, and the trust deed securing it shall be satisfied, if none of the events accelerating immediate payment as above described occur within the applicable time periods set forth in the Contract for Services.

If suit or action is instituted to collect this Promissory Note or to foreclose the Trust Deed securing it, the undersigned payor agrees to pay all costs of collection, including attorney's fees, as provided by law.

In construing this Note it is understood that the references to the undersigned include singular and plural, as the case may be, and include any transferee (to the extent permitted). This Note applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

By: \_\_\_\_\_

Dennis L. West  
Executive Director  
Housing Authority of Portland

## DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, conveys to Housing Authority of Portland, an Oregon public body corporate and politic, the following described property:

A tract of Land situated in the Southwest one-quarter of Section 3, Township 1 South, Range 3 East of the Willamette Meridian, in the City of Gresham, County of Multnomah And State of Oregon, being more particularly described as follows:

Beginning at the most Southerly Southwest corner of that certain tract of land conveyed to the Union High School District UT-20JT by Contract recorded November 27, 1974 in Book 1017, Page 1427 of Deed Records, said County; thence North 89°10'15" East, along the South line thereof, a distance of 141.58 feet to a point in the West right-of-way line of N.E. Kelly Street; thence North 0°34'05" East, along said right-of-way line, a distance of 117.80 feet to an iron rod; thence North 89°25'55" West, at right angles to said West right-of-way line, a distance of 309.77 feet to an iron rod in the West line of that certain tract of land described as Tract II and conveyed to Eugene E. Settlemier, et ux, by Deed recorded May 4, 1987 in Book 2001, Page 1631, Deed Records of said County; thence South 0°00'30" East, along the West line thereof, (and it's Southerly extension), a distance of 125.33 feet to an iron rod in the West extension of the South line of said Union High School Tract; thence North 89°10'15" East, along said West extension, a distance of 167.02 feet to the point of beginning.

This transfer is without monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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

**AFTER RECORDING, RETURN TO:**

Housing Authority of Portland  
135 SW Ash Street  
Portland, OR 97204

Housing Authority of Portland  
135 SW Ash Street  
Portland, OR 97204

Date: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Beverly Stein, Chair

REVIEWED:

\_\_\_\_\_  
Katie Gaetjens  
Assistant County Counsel

STATE OF OREGON        )  
                                      ) ss.  
County of Multnomah    )

On this \_\_\_\_ day of \_\_\_\_\_ 1996, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ to me personally known, who being duly sworn did say that (s)he, \_\_\_\_\_, is authorized by Beverly Stein, Chair, Board of Commissioners, Multnomah County, Oregon, to sign official County documents on behalf of the said corporate seal of said Multnomah County; and that said instrument was signed and sealed on behalf of said County by authority of its Board of County Commissioners, by \_\_\_\_\_ on behalf of the said Beverly Stein; and that the said instrument is the free act and deed of said County.

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

\_\_\_\_\_  
Notary Public for Oregon:

My Commission Expires: \_\_\_\_\_

## **PART C. SPECIAL STATE AND FEDERAL REQUIREMENTS**

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including, but not limited to the following:

### **1. Accessibility**

Any facility constructed or altered pursuant to this contract shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by HUD in 24 CFR Part 8.

### **2. Application, Acceptance, Use and Audit of Federal and State Funds**

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

### **3. Displaced Persons**

Any acquisition of real property by a unit of government for any activity assisted under this contract which occurs on or after the date of the COUNTY'S submission of its Block Grant application to HUD will comply with Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, herein called "Uniform Act" (P.L. 91-646, 40 USC §4601) and the regulations at 24 CFR Part 42, as provided in 24 CFR 570.606, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

Any displacement of persons, businesses, non-profit organizations or farms occurring on or after the date of the COUNTY'S submission of its Block Grant application, which results from acquisition of real property assisted under this contract, will comply with Title II of the Uniform Act and the regulations in 24 CFR Part 42. CONTRACTOR shall comply with the regulations pertaining to costs of relocation and written policies, as specified by 24 CFR §570.606.

### **4. Department of Energy**

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy.

Such information shall include, but is not limited to:

- 1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
- 2) The population eligible to be served by race, color, national origin, sex, age, and handicap;
- 3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;
- 4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;
- 5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
- 6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

## **5. Drug-Free Workplace**

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;
- c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

## **6. Environmental Protection**

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, as amended (42 USC §7401, et. seq.), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

## **7. Environmental Review**

COUNTY retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by the federal Department of Housing and Urban Development Environmental Review Procedures (24 CFR Part 58). COUNTY may require CONTRACTOR to furnish data, information, and assistance for the COUNTY'S review and assessment in fulfillment of the COUNTY'S responsibilities under 24 CFR Part 58. Project execution under this contract by either COUNTY or CONTRACTOR shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

## **8. Flood Insurance**

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.



## **9. Historic Preservation**

CONTRACTOR shall meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974 (P.L. 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the regulations in 36 CFR Part 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures, in 24 CFR Part 58.

## **10. Lead-Based Paint Poisoning**

Pursuant to 24 CFR 570.608, the CONTRACTOR shall comply with the HUD Lead-Based Paint regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC Sections 4831 et. seq.) requiring prohibition of the use of lead-based paint (whenever funds under this contract are used directly or indirectly for construction, rehabilitation, or modernization of residential structures); elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

## **11. Lobbying for Funds**

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **12. Minimum Wage and Maximum Hours**

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

### **13. Nondiscrimination**

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including, but not limited to :

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. Americans With Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968 (12 USC §1701 u) as amended), 24 CFR Part 135, and any applicable rules and orders issued by HUD thereunder.
- p. Multnomah County policy on nondiscrimination.

Concerning **employment**, CONTRACTOR assures it will not discriminate against any employee or applicant for employment. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation. In all solicitations for employment under this contract, CONTRACTOR shall state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.

Concerning **program benefits**, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

Concerning **Subcontractors and Suppliers**, no contractor, subcontractor, union, or vendor engaged in any activity under the Department of Community and Family Services contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

#### **14. Oregon Tax Laws**

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

#### **15. Political Activity of Employees**

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

#### **16. Recycling**

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

## **PART C. PROGRAM GENERAL CONDITIONS: COMMUNITY DEVELOPMENT SERVICES**

### **1. Client Eligibility**

CONTRACTOR shall operate the project for the benefit of low and moderate income families for the term of the contract. Low income is defined as 0-50% of median family income. Moderate income is defined as 51-80% of median family income. Portland area median income effective December 7, 1995 is \$44,400 for a family of four.

### **2. Environmental Review**

COUNTY retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by the federal Department of Housing and Urban Development Environmental Review Procedures (24 CFR Part 58). COUNTY may require CONTRACTOR to furnish data, information, and assistance for the COUNTY'S review and assessment in fulfillment of the COUNTY'S responsibilities under 24 CFR Part 58. Project execution under this contract by either COUNTY or CONTRACTOR shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

### **3. Fiscal Requirements**

In addition to other fiscal requirements contained in this contract, for cost-reimbursement programs, any increases in line items must be balanced by like decreases in other line items. Changes in any line item budget expense of more than 10% shall require a written budget modification approved by COUNTY prior to expenditures. The budget modification request must be accompanied by a justification stating reasons for the changes. Any costs incurred by CONTRACTOR over and above the agreed sum or rates shall be at the sole risk and expense of CONTRACTOR. All project monies shall be either obligated or expended within the contract period unless specifically authorized by COUNTY to extend into the next year.

### **4. Program Income**

CONTRACTOR shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this contract. Program income shall be reported with each payment request and substantially disbursed for the benefit of the project(s) funded by this contract in accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to COUNTY for reallocation. The COUNTY shall determine whether income is being used to continue or benefit the project(s) authorized by this contract. Program income on hand when the contract expires or received after the contract's expiration shall be repaid to the COUNTY.

### **5. Project Operation**

CONTRACTOR agrees to maintain and operate the project(s) under this contract for eligible activities pursuant to Department of Housing and Urban Development regulations. In the event the CONTRACTOR fails to so maintain and operate the project(s), the COUNTY may, at its option, take possession of the project(s) and operate and maintain the project(s) for any lawful purpose.

### **6. Property Interest**

a. For agencies which are not municipal corporations, it may become necessary to grant the COUNTY a property interest where the project under contract calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements.

b. If acting on behalf of the COUNTY, private nonprofit entities using federal Housing and Community Development Block Grant funds for the purposes described in 24 CFR, Section 570.201, will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

**PART D: SIGNATURES**

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

MULTNOMAH COUNTY

HOUSING AUTHORITY OF PORTLAND

BY *Lolando Lopez* 11/25/96  
Director, Dept of Community      Date  
and Family Services

BY \_\_\_\_\_  
Agency Authorized Signer      Date

BY *Beverly Stein* 12/5/96  
Beverly Stein, Multnomah      Date  
County Chair

BY \_\_\_\_\_  
Agency Authorized Signer      Date

REVIEWED: Laurence Kressel, Counsel for  
Multnomah County, Oregon

BY *Katie Gaetjens* 4/25/96  
Katie Gaetjens, Assistant      Date  
County Counsel

**APPROVED MULTNOMAH COUNTY**  
**BOARD OF COMMISSIONERS**  
AGENDA # R-3 DATE 12/5/96  
DEB BOGSTAD  
**BOARD CLERK**

## DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, conveys to Housing Authority of Portland, an Oregon public body corporate and politic, the following described property:

A tract of Land situated in the Southwest one-quarter of Section 3, Township 1 South, Range 3 East of the Willamette Meridian, in the City of Gresham, County of Multnomah And State of Oregon, being more particularly described as follows:

Beginning at the most Southerly Southwest corner of that certain tract of land conveyed to the Union High School District UT-20JT by Contract recorded November 27, 1974 in Book 1017, Page 1427 of Deed Records, said County; thence North 89°10'15" East, along the South line thereof, a distance of 141.58 feet to a point in the West right-of-way line of N.E. Kelly Street; thence North 0°34'05" East, along said right-of-way line, a distance of 117.80 feet to an iron rod; thence North 89°25'55" West, at right angles to said West right-of-way line, a distance of 309.77 feet to an iron rod in the West line of that certain tract of land described as Tract II and conveyed to Eugene E. Settlemier, et ux, by Deed recorded May 4, 1987 in Book 2001, Page 1631, Deed Records of said County; thence South 0°00'30" East, along the West line thereof, (and it's Southerly extension), a distance of 125.33 feet to an iron rod in the West extension of the South line of said Union High School Tract; thence North 89°10'15" East, along said West extension, a distance of 167.02 feet to the point of beginning.

This transfer is without monetary consideration.

**THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.**

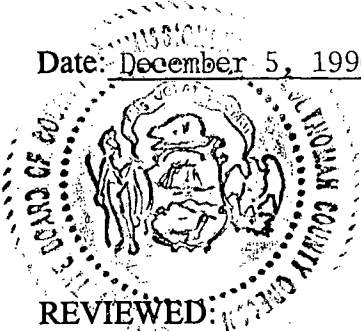
Until a change is requested,  
all tax statements shall be  
sent to the following address:

**AFTER RECORDING, RETURN TO:**

Housing Authority of Portland  
135 SW Ash Street  
Portland, OR 97204

Housing Authority of Portland  
135 SW Ash Street  
Portland, OR 97204

Date: December 5, 1996



REVIEWED:

*Katie Gaetjens*

Katie Gaetjens, Assistant County Counsel  
For Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

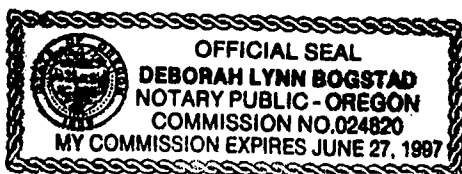
STATE OF OREGON )

) ss

COUNTY OF MULTNOMAH )

*On this 5th day of December, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



*Deborah Lynn Bogstad*  
Notary Public for Oregon

My Commission expires: 6/27/97

#1

**PLEASE PRINT LEGIBLY!**MEETING DATE 12-5-96

NAME

Cynthia Winter

ADDRESS

Portland Habitat for Humanity  
STREET

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-4SUPPORT ☒OPPOSE ☐

SUBMIT TO BOARD CLERK

#2

**PLEASE PRINT LEGIBLY!**MEETING DATE 12/5/96

NAME

JECK KELLY

ADDRESS

1234 N.E. FILLINGST  
STREETPORTLAND97212

CITY

ZIP

JUBILEE FELLOWSHIP MINISTRIESI WISH TO SPEAK ON AGENDA ITEM NO. R-4SUPPORT ☒OPPOSE ☐

SUBMIT TO BOARD CLERK

#3

**PLEASE PRINT LEGIBLY!**MEETING DATE 12/5/96

NAME

Chris Pierce

ADDRESS

4334 NE 32nd Pl.

STREET

Portland97211

CITY

HACIENDA CDC

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-4SUPPORT ☒OPPOSE ☐

SUBMIT TO BOARD CLERK



#4

**PLEASE PRINT LEGIBLY!**

12/5/96

**MEETING DATE**

~~Dec 4th~~

**NAME**

Teri Duffy

**ADDRESS**

4114 N Vancouver

**STREET**

Portland OR 97

**CITY**

**ZIP**

NORTHEAST

Community Development Corporation

**I WISH TO SPEAK ON AGENDA ITEM NO.**

R-24

**SUPPORT**

☒

**OPPOSE**

☐

**SUBMIT TO BOARD CLERK**

MEETING DATE: DEC 05 1996

AGENDA NO: R-4

ESTIMATED START TIME: 9:40

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** 1996 Affordable Housing Development Program Transfer Recommendations.

**BOARD BRIEFING**

Date Requested: \_\_\_\_\_

Requested By: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING**

Date Requested: December 5, 1996

Amount of Time Needed: 45 minutes

**DEPARTMENT:** Community and Family Services

**DIVISION:** \_\_\_\_\_

**CONTACT:** HC Tupper/Cecile Pitts

**TELEPHONE:** 248-3114, 3044

**BLDG/ROOM:** B166/5th

**PERSON(S) MAKING PRESENTATION:** Cecile Pitts, HC Tupper

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE**

Affordable Housing Development Program property transfer recommendations .

The Board of County Commissioners is scheduled to conduct a public hearing on the recommendations of the Technical Review Committee for the Affordable Housing Development Program concerning the transfer of tax foreclosed properties for low income housing purposes. Following testimony and review, the Board is requested to take action on the recommendations.

12/5/96 copies of order to HC Tupper;  
copy of all to Louise Weidlich - her request  
came late to meeting

**SIGNATURES REQUIRED:**

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

**OR**

**DEPARTMENT MANAGER:** \_\_\_\_\_

*[Signature]*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
96 NOV 20 AM 11:45



# MULTNOMAH COUNTY OREGON


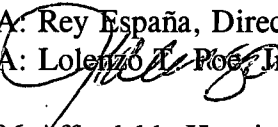
DEPARTMENT OF COMMUNITY & FAMILY SERVICES  
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-3999  
421 SW SIXTH AVENUE, SUITE 500  
PORTLAND, OREGON 97204-1620  
FAX # (503) 248-3332

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

## MEMO

**To:** BOARD OF COUNTY COMMISSIONERS

**From:** Technical Review Committee for the Multnomah County  
Affordable Housing Development Program

VIA: Rey España, Director DCAD   
VIA: Lorenzo A. Poe, Jr., Director, Community & Family Services 

**Subject:** 1996 Affordable Housing Development Program Disposition Recommendation

**Date:** November 17, 1996

### I. Recommendation/Action Requested:

The Board of County Commissioners is scheduled to conduct a public hearing on the recommendations for disposition of tax foreclosed property for housing purposes as detailed in the attachments. Following receipt of testimony and consideration by Board members, the Board is recommended to take action on the recommendations.

This memo transmits the report from the AHD Program review committee. The report includes a matrix summary of the property applied for and committee recommendation for disposition; and the AHD Program ranking report for each application submitted. Also attached is a committee roster.

### II. Background/Analysis:

The Affordable Housing Development Program is established to consider the use of tax foreclosed property to foster the development of affordable housing serving low income families in our community. The program is provided for by County Ordinance 795. This Ordinance allows for no-cost transfers of property to non-profit housing sponsors and sets notification, selection and transfer requirements.

## BOARD OF COUNTY COMMISSIONERS

Page 2

November 8, 1996

The 1996 AHDP application process began on August 7, 1996 with a program workshop for all interested agencies. The program policies, procedures, application materials and property list was made available to agencies at that time. The list and notification was also sent out to interested parties by mail. A notice of the program workshop was placed in The Oregonian.

By September 20, 1996, the County had received 22 applications for 8 properties. Five of the properties had multiple proposals. The applications were distributed to the AHDP review committee who considered the merits of the proposals according to adopted program criteria. These criteria include consideration of organizational capacity, project plan, financial plan, operations capacity, community support for the project and two bonus criteria (longer term affordability and targeting very low income families). In the case of competing applications the committee considered the strongest applications based on these criteria. The committee met four times in September and October to review the proposals. The attached recommendation represents the consensus decision of the committee.

The committee's recommendation is to transfer 8 properties to non-profit agencies for no-cost for the purpose of fostering the development of affordable housing. The specific recommendation by property is contained on Table A. Table A also includes information required by Ordinance as part of the hearing and decision process. All transfers include the adopted program conditions of the AHDP. Attachment B contains a recommendation of project specific conditions associated with individual proposals.

**Summary Results:** The recommended transfers will result in the development of 17 new units of housing for lower income families in our community. A summary detail of these new units are as follows:

- ◆ 5 new units of affordable rental housing.
- ◆ 4 new units of home owner housing for low income families.
- ◆ 7 new units of affordable housing for specialized populations.
- ◆ 1 unit lease /purchase housing.

Over 90% of the units will house very low income persons, the average length of continued affordability for owner and renter housing is 25 years.

The recommended applicants propose to generate nearly \$1.2 million in development funding to carry out the projects. This includes City/County HOME and CDBG as well as bank and charitable institution funding, volunteer contributions, federal and state grant funding for these projects.

## BOARD OF COUNTY COMMISSIONERS

Page 3

November 8, 1996

### III. Financial Impact:

The committee is recommending that 8 properties be transferred for no-cost (except approved \$200 transfer fee per property). The taxes and expenses represented by the properties proposed for transfer total \$31,231.42. The County Assessor's records report the most recent value of these properties to be \$167,700.00. The projected post development value created for affordable housing by the recipient agencies is a total of \$1,127,254.00.

### IV. Legal Issues:

State law permits the Board of County Commissioners to make rules necessary for administration and disposition of tax foreclosed properties. County Ordinance 795 provides criteria and time lines for disposition of such property under the procedures of the Affordable Housing Development Program. The attached recommendation of the AHD Program Review Committee is consistent with the criteria, time lines, and procedures of Ordinance 795.

### V. Controversial Issues:

The AHDP Committee recommendation presents two areas of policy consideration for the Board: 1) Does the concept of donating property to develop as affordable housing remain a desirable goal? And 2) For each property, has the process identified a recipient agency which will likely be successful in their development proposal? It is probable that testimony will be offered at the hearing to address both questions.

### VI. Line to Current County Policies:

The need for affordable housing continues to be important to our community. The Countywide Consolidated Plan (Housing and Community Development Commission 1995-1999) include among its priority #1 strategies:

- ▶ Increase the supply of affordable renting housing through new construction and rehabilitation of vacant, abandoned and substandard housing. 50% for large families, 10%-15% for special needs households.

## BOARD OF COUNTY COMMISSIONERS

Page 4

November 8, 1996

### VII. **Citizen Participation:**

The AHD Program policies and procedures are adopted by the County Board of Commissioners in a public meeting. All program applicants are required to notify local neighborhood associations and immediate neighbors of the proposed project. Community support is given points in the program rating process. The County Citizen Involvement Committee has a representative on the AHD Program Committee. The final hearing before the Board of County Commissioners to determine the disposition is held in public after notice in The Oregonian of the hearing and the affected properties.

### VIII. **Other Government Participation:**

The City of Portland and the City of Gresham have representatives on the AHD Program Review Committee. AHDP is a housing development strategy supported by the countywide Housing and Community Development Committee. Many of the projects planned for completion on the properties involve funding by state and federal housing programs.

Please feel free to contact Cecile Pitts-3044 or H.C. Tupper-3114 from the DCFS Division of Community Action and Development should you wish to discuss this material. Members of the Committee will be present at the Commission meeting to respond to questions or issues.

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: October 28, 1996

Jubilee Fellowship

Applicant: Ministries, Incorporated Project Name: 162nd Ave. Project

Property Location: Flag Lot - 162nd near Grant Street

Section 06, 1 South, 3 East, Tax Lot #2600

Tax Account Number: 99306-5620

Description of Project and proposed use: Jubilee will construct seven two-bedroom units with community room for occupancy by very low income individuals earning less than 30% of the area median. Jubilee proposes a monthly "resident fee" of \$350.00, which includes all utility costs and a variety of living skills instruction and services. Property Value: \$32,400.00; taxes & costs: \$13,500.00.

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:** Jubilee proposes to build small efficiency units for very low income persons combined with a battery of services for developing resident self sufficiency. The intensive, hands-on services described in the Jubilee application are not clearly delegated to case management staff. The expansion of administrative and development responsibilities represented by this project must not jeopardize Jubilee's ability to provide services to its residents. The Committee requests written a staffing and case management plan upon the submission of project financial commitment documents. No other proposal was submitted for this tract.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: October 28, 1996

Applicant: Habitat for Humanity Project Name: Boise Home  
Property Location: The former 3430 North Commercial Ave.  
Section 27, 1 North, 1 East Tax Lot #58  
Tax Account Number: 94127-0580

Description of Project and Proposed Use: Habitat will build a single family home for sale to a very low income family currently living in substandard housing. The Habitat development model requires prospective buyers to invest 400 hours of sweat equity in the construction of the house. Purchase price of house: \$45,000.00. Monthly mortgage payments are estimated at \$300.00, including the costs of property taxes and insurance. Construction materials and labor will be donated. Property Value: \$2,400.00 ; Taxes & Costs: \$1,107.00

**Committee Recommendation:** The Committee recommends approval of this application as described

**Committee Comments:** No other proposal was submitted for this tract. The Habitat proposal showed great community support as well as the endorsement of the Boise Neighborhood Association. This project will offer a home ownership opportunity to a very low income family that would not otherwise be able to finance the purchase of a home. Habitat's declining second mortgage and resale restrictions ensure a long term of affordability. The development capacity of Habitat and its great record of timely completion and use played a convincing part in this recommendation for transfer.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.



Dated: October 28, 1996

**Bonus Point Criteria:** Applicant received bonus points in the longer term affordability category.

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: October 28, 1996

Applicant: Metro Community Development Project Name: Sumner Home Project

Property Location: 9128 NE Webster

LOCHNOWE, Tax Lot #1 of Lot 2, Block 6

Tax Account Number: 50300-1730

Description of Project and Proposed Use: Metro CDC intends to renovate the existing two bedroom single family home for sale to a low income family earning 80% of the area median. Renovation costs are projected at \$35,000 to \$45,000. Permanent financing would be provided by a conventional lender using the federal 203(k) mortgage guarantee program. Value of the property: \$52,800; taxes owed: \$3,819.39.

**Committee Recommendation:** The Committee recommends denial of this application.

**Committee Comments:** The Metro CDC proposal did not clearly demonstrate a financial plan indicating development costs and developer fees as part of the purchase price of the project. Renovation plans were not specific to the property. The equity limiting and sale restrictions proposed by Metro to ensure long term affordability did not have supporting documentation. Another homeownership development application was received for this property, proposing to build a three bedroom home for large families and providing other social and cultural services at a nearby facility.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in the longer term affordability category.



MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: October 28, 1996

Applicant: Metro Community Development Project Name: Concordia

Property Location: 5111 NE 28th Avenue  
INA PARK, Lot 17, Block 14

Tax Account Number: 41390-5710

Description of Project and Proposed Use: Metro CDC proposes to rehab a single family residence targeted for sale to families at 35% of 80% of the median income. Renovation costs are projected at \$35,000 to \$45,000.

Permanent financing would be provided by a conventional lender using the federal 203(k) mortgage guarantee program.

Property Value: \$23,800.00 ; Taxes & Costs: \$2,798.89.

**Committee Recommendation:** The Committee recommends denial of this application.

**Committee Comments:** The Metro CDC proposal did not clearly demonstrate a financial plan indicating development costs and developer fees as part of the purchase price of the project. The actual housing costs for potential buyers is uncertain. Metro has simply restated the maximum AHDP housing cost guidelines and pledged adherence. Renovation plans were not specific to the property. The equity limiting and sale restrictions proposed by Metro to ensure long term affordability did not have supporting documentation. Three other strong proposals were received for this property.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in the longer term affordability category.

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: October 28, 1996

Applicant: Sabin Community Development Project Name: Concordia

Property Location: 5111 NE 28th Avenue  
INA PARK, Lot 17, Block 14

Tax Account Number: 41390-5710

Description of Project and Proposed Use: Sabin CDC proposes to demolish the existing house and build a two-story, four bedroom single family home. The house will be used in Sabin's lease/purchase program designed to benefit families at 60% of the median income. Total development cost is projected at \$93,895.00. Purchase price will be reduced by grants from PDC and private foundation sources. Long term affordability is secured through limited return of equity to the buyers as part of the purchase agreement with Sabin. Property value: \$23,800.00 ; Taxes: \$2,798.89.

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:** Sabin proposes a lease/purchase program which equips low income tenants to become home purchasers. During the tenancy period, families are assisted by Sabin staff in preparing for homeownership. A plan is developed by the tenant to repair credit problems and save for closing costs and home repairs. A portion of the rent is set aside to defray loan closing and associated costs. Financial counseling and homeownership classes are also provided to tenants. Financial plan for project development is well thought out and appears ready to proceed. Another strong proposal for this site was received, proposing lower monthly housing costs. The Committee felt that the combination of intensive tenant services provided by Sabin, coupled with a specific site development plan and 25 year affordability commitment were persuasive in recommending award of this property.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: October 28, 1996

Portland Habitat  
Applicant: For Humanity, Inc. Project Name: Concordia Home 2  
Property Location: 5111 NE 28th Avenue  
INA PARK, Lot 17, Block 14  
Tax Account Number: 41390-5710

Description of Project and Proposed Use: Portland Habitat for Humanity proposes to renovate or build a new single family home for sale to a very low income family currently living in substandard housing. The Habitat development model requires prospective buyers to invest 400 hours of sweat equity in the construction of the house. Purchase price of house: \$40-45,000.00. Property Value: \$23,800.00 ; Taxes & Costs: \$2,798.89.

**Committee Recommendation:** The Committee recommends denial of this application as described.

**Committee Comments:** Strong homeownership application, for buyers at 50% of the area median income, submitted by a capable sponsor. The construction proposal was not specific to the site. The strong competing proposal for this site clearly proposed a four bedroom home built on the property. A longer term of affordability was also proposed by the competing application. Though it appears that Habitat has disincentives to resale for a twenty year period, the affordability restrictions are enforced for a ten year period.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: October 28, 1996

NECDC'S Affordable

Applicant: NE Community Development Project Name: Homeownership Program

Property Location: 5111 NE 28th Avenue

INA PARK, Lot 17, Block 14

Tax Account Number: 41390-5710

Description of Project and Proposed Use: NECDC intends to construct a three-bedroom single family home on this property for sale to family at 80% of the area median. Proposed construction cost is \$83,500 for several models of the three bedroom home. Development and permanent are largely in place. A \$480.00 proposed monthly payment includes principal and interest and taxes but does not include the cost of fire and hazard insurance Value of the property: \$23,800.00; taxes owed: \$2,798.89.

**Committee Recommendation:** The Committee recommends denial of this application.

**Committee Comments:** This is a strong proposal for moderate income buyers. The Committee recommends transfer of this property to competing proposal serving lower income residents with a longer term affordability commitment. NECDC was unclear how intended to keep the project affordable beyond the five year term required by AHDP.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: October 28, 1996

Applicant: Metro CDC Project Name: Woodlawn NA

Property Location: Former 7038 NE 6th Avenue  
EL TOVAR, Lots 5 & 6, Block 7

Tax Account Number: 24180-1770

Description of Project and Proposed Use: Metro CDC intends to install a manufactured home on the site, affordable to families at 80% of the area median. Permanent financing would be provided by a conventional lender using the federal 203(k) mortgage guarantee program.

Value of the property: \$4,100.00; taxes owed: \$1,911.02.

**Committee Recommendation:** The Committee recommends denial of this application.

**Committee Comments:** The Metro CDC proposal did not clearly demonstrate a financial plan indicating development costs and developer fees as part of the purchase price of the project. The actual housing costs for potential buyers is uncertain. Metro has simply restated the maximum AHDP housing cost guidelines and pledged adherence. Actual costs of the manufactured home and on site preparation costs were not provided. The equity limiting and sale restrictions proposed by Metro to ensure long term affordability did not have supporting documentation. Two other strong proposals were received for this property, serving very low income beneficiaries.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in one criterion category.



MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: October 28, 1996

Applicant: Portland Habitat For Humanity, Inc.      Common Ground  
Project Name: Neighbors - Woodlawn

Property Location: Former 7038 NE 6th Avenue  
EL TOVAR, Lots 5 & 6, Block 7

Tax Account Number: 24180-1770

Description of Project and Proposed Use: Sponsor intends to build a shared wall duplex for homeownership by very low income families. Each home will have two or three bedrooms and is projected to have a purchase price of \$45,000.00. Considerable volunteer contribution of labor and material as well as sweat equity investment on the part of the prospective owner is required in the Habitat development model.

Value of the property: \$4,100; taxes owed: \$1,911.02

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:** Strong proposal from an experienced developer. Another strong proposal for very low income homeownership was received for this property. The Committee felt Habitat's long term involvement and commitment to the family after the sale of the home was significant. The long term affordability commitment and resale restrictions were also persuasive.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: October 28, 1996

NECDC'S Affordable

Applicant: NE Community Development Project Name: Homeownerhsip Program  
Property Location: Former 7038 NE 6th Avenue  
EL TOVAR, Lots 5 & 6, Block 7

Tax Account Number: 24180-1770

Description of Project and Proposed Use: NECDC proposes to build a three bedroom family home for sale to a very low income family at 50% of the area median. The NECDC development model utilizes a fixed 6.5% thirty year first mortgage; a \$15,000 second mortgage, with repayments deferred for five years; plus 10 year property tax abatements. Monthly mortgage payments, including taxes but excluding hazard insurance, are estimated at \$480.00, for a home with a purchase price of @\$83,500.00

Property Value: \$4,100.00 ; Taxes & Costs: \$1,911.02.

**Committee Recommendation:** The Committee recommends denial of this application.

**Committee Comments:** A strong homeownership application from an experienced developer. The Committee had reservations concerning the NECDC homeownerhip model for very low income buyers at 50% of the area minimum. Down payment costs and closing costs, such as the mortgage insurance premium, are unclear. Are grants available to cover all or just some of these costs? Without providing ongoing financial counseling, does placing very low income families into homeownership with the second mortgage payments increasing housing costs at least 20% in the sixth year after sale cause too much jeopardy? The mechanism NECDC uses to enforce a seven year affordability term is unclear. Another strong homeownership application benefiting very low income families was received for this property.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: October 28, 1996

Applicant: Metro Community Development Project Name: Concordia-2 sites

Location: (1) Tract N of 5404 NE 27th Avenue

INA PARK, Lot 3, N ½ Lot 4, Block 4

Location: (2) 5404 NE 27th Avenue

INA PARK, S ½ of Lot 4, Lot 5, Block 4

Tax Account Number: 41390-1210 / 41390-1250

Description of Project and Proposed Use: Metro CDC is proposing to develop these adjacent properties renovating the existing house and installing a manufactured house on the vacant lot. The houses will be made available for sale to families at 80% of the area median. Permanent financing would be provided by a conventional lender using the federal 203(k) mortgage guarantee program.

Value of the property: (1) \$10,600.00; taxes owed: \$1,844.78.

Value of the property: (2) \$29,600.00; taxes owed: \$3,794.64.

**Committee Recommendation:** The Committee recommends denial of this application.

**Committee Comments:** The Metro CDC proposals did not clearly demonstrate a financial plan indicating development costs and developer fees as part of the purchase price of the project. The actual housing costs for potential buyers is uncertain. Metro has simply restated the maximum AHDP housing cost guidelines and pledged adherence. Actual costs of the manufactured home and on site preparation costs were not provided. The equity limiting and sale restrictions proposed by Metro to ensure long term affordability did not have supporting documentation. Four other strong proposals were received for this property, serving very low income beneficiaries.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in one criterion category.

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: October 28, 1996

Applicant: Sabin Community Development Project Name: Concordia-2 sites

Property Location: (1) Tract N of 5404 NE 27th Avenue

INA PARK, Lot 3, N ½ Lot 4, Block 4

Property Location: (2) 5404 NE 27th Avenue

INA PARK, S ½ of Lot 4, Lot 5, Block 4

Tax Account Number: 41390-1210 / 41390-1250

Description of Project and Proposed Use: Sabin CDC proposes to demolish the existing house and build six two-story, townhouse style three bedroom homes on the two adjacent sites. The house will be used in Sabin's lease/purchase program designed to benefit families at 60% of the median income. Total development cost is projected at \$432,000.00. Purchase price may reduced by grants from PDC and the State. Long term affordability is secured through limted return of equity to the buyers as part of the purchase agreement with Sabin.

Value of the property: (1) \$10,600.00; taxes owed: \$1,844.78

Value of the property: (2) \$29,600.00; taxes owed: \$3,794.64

**Committee Recommendation:** The Committee recommends denial of this application.

**Committee Comments:** The proposal is compelling and innovative. However, four competing proposals were received for this site. The Committee had to make a difficult decision using the AHDP program criteria. The recommended proposal serves very low income families and ensures affordablility for the useful life of the building. The proposed monthly housing cost by Sabin CDC of \$695.00, even though it included an indeterminate contribution to the tenant's purchase fund, was considerably higher than the recommended proposal.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: October 28, 1996

Applicant: Housing Our Families Project Name: Concordia-2 sites

Property Location: (1) Tract N of 5404 NE 27th Avenue

INA PARK, Lot 3, N ½ Lot 4, Block 4

Property Location: (2) 5404 NE 27th Avenue

INA PARK, S ½ of Lot 4, Lot 5, Block 4

Tax Account Number: 41390-1210 / 41390-1250

Description of Project and Proposed Use: HOF proposes to construct three rowhouses and convert the existing single family house into a duplex for rental to very low income families at 50% of the median income. The duplex will have a two bedroom and three bedroom unit, the rowhouse will be comprised of two 3 bedroom units and one four bedroom unit. A total development investment of \$380,000 is projected. Rents will range from \$430 - 550 monthly.

Value of the property: \$10,600.00; taxes owed: \$1,844.78.

Value of the property: \$29,600.00; taxes owed: \$3,794.64

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:** A strong proposal from an experienced developer. Both financial and construction plans are complete and feasible. Other very strong proposals were received for this site. The Housing Our Families proposal was the only rental project and offered affordable housing costs to tenants for the useful life of the buildings.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: October 28, 1996

Portland Habitat

Applicant: For Humanity, Inc. Project Name: Concordia-2 sites

Property Location: (1) Tract N of 5404 NE 27th Avenue

INA PARK, Lot 3, N ½ Lot 4, Block 4

Property Location: (2) 5404 NE 27th Avenue

INA PARK, S ½ of Lot 4, Lot 5, Block 4

Tax Account Number: 41390-1210 / 41390-1250

Description of Project and Proposed Use: Habitat proposes to build a shared wall duplex and renovate the existing house on these adjacent lots. The house and duplex will be available for sale to very low income families at 50% of the median income. Purchase price for the rehabilitated house is \$40,000. Each unit of the duplex will cost \$45,000. Considerable volunteer contribution of labor and material as well as sweat equity investment on the part of the prospective owner is required in the Habitat development model.

Property Value: \$10,600.00; Taxes and Costs: \$1,844.78.

Property Value: \$29,600.00; Taxes and Costs: \$3,794.64

**Committee Recommendation:** The Committee recommends denial of this application as described.

**Committee Comments:** Habitat has submitted a strong proposal, both affordable and compelling. However, the Committee feels the highest and best use of this site is creating more units as proposed by the other applicants for these adjacent properties. The recommended proposal serves very low income residents for the useful life of the buildings.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: October 28, 1996

Applicant: NE Community Develop. Project Name: Concordia-2 sites

Property Location: (1) Tract N of 5404 NE 27th Avenue

INA PARK, Lot 3, N ½ Lot 4, Block 4

Property Location: (2) 5404 NE 27th Avenue

INA PARK, S ½ of Lot 4, Lot 5, Block 4

Tax Account Number: 41390-1210 / 41390-1250

Description of Project and Proposed Use: NECDC proposes to demolish the existing house and develop five new homes, with the configuration of bedrooms and housing type - attached/detached to be determined in consultation with the Neighborhood Association. Purchase price of a 2 bedroom house - \$77,500; 3 bedroom house - \$83,500. The NECDC development model utilizes a fixed 6.5% thirty year first mortgage; a \$15,000 second mortgage, with repayments deferred for five years; plus 10 year property tax abatements. Monthly mortgage payments, including taxes but excluding hazard insurance, are estimated at \$404 - \$452.

Property Value: \$10,600.00; Taxes & Costs: \$1,844.78.

Property Value: \$29,600.00; Taxes & Costs: \$3,794.64.

**Committee Recommendation:** The Committee recommends denial of this application.

**Committee Comments:** A compelling homeownership application from an experienced developer. The Committee had reservations concerning the NECDC homeownership model for very low income buyers at 50% of the area minimum. Down payment costs and closing costs, such as the mortgage insurance premium, are unclear. Are grants available to cover all or just some of these costs? Without providing ongoing financial counseling, does placing very low income families into homeownership with the second mortgage payments increasing housing costs at least 20% in the sixth year after sale cause too much jeopardy? The mechanism NECDC uses to enforce a seven year affordability term is unclear. The recommended proposal benefits very low income families for the useful life of the property.

**Program Criteria:** Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program.

**Bonus Point Criteria:** Applicant received bonus points in both criteria categories.

**Multnomah County  
Affordable Housing Development Program  
Technical Review Committee  
Membership Roster  
5/21/96**

<b>Philanthropic Organization</b>	<b>Don Neurether Neighborhood Partnership Fund 227-6846</b>	<b>631 SW Morrison, #725 Portland, OR 97205</b>
<b>Banking Industry</b>	<b>James Taylor Albina Community Bank 288-7292</b>	<b>1130 NE Alberta Street Portland, OR 97211</b>
<b>County Citizen Involvement Committee</b>	<b>Derry Jackson 735-6979 - Work 283-4388 - Home</b>	<b>9540 N Edison Street Portland, OR 97203</b>
<b>City of Portland</b>	<b>Robert Bole Portland BHCD 823-2353</b>	<b>808 SW 3rd Avenue, #600 Portland, OR 97204 B157/600</b>
<b>City of Gresham</b>	<b>Pete Von Christierson Gresham Community Development 618-2643</b>	<b>1333 NW Eastman Pkwy. Gresham, OR 97030</b>
<b>Commissioner Saltzman</b>	<b>Andrea Jilovec 248-5220</b>	<b>1120 SW 5th Ave., #1500 Portland, OR 97204 B106/1500</b>
<b>Commissioner Collier</b>	<b>Darlene Carlson 248-5126</b>	<b>1120 SW 5th Ave., #1500 Portland, OR 97204 B106/1500</b>
<b>Commissioner Hansen</b>	<b>Pam Arden 289-9475</b>	<b>1120 SW 5th Ave., #1500 Portland, OR 97204 B106/1500</b>
<b>Commissioner Kelley</b>	<b>Carolyn Marks-Bax 248-2738</b>	<b>1120 SW 5th Ave., #1500 Portland, OR 97204 B106/1500</b>
<b>Chair Stein</b>	<b>Maria Rojo de Steffey 248-3955</b>	<b>1120 SW 5th Ave., #1515 Portland, OR 97204 B106/1515</b>
<b>Staff</b>	<b>HC Tupper - 248-3114 Cecile Pitts - 248-3044</b>	<b>421 SW 6th Ave., #500 Portland, OR 97204 B166/500</b>



**TABLE A**  
**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**1996 REVIEW SUMMARY**

PROPERTY	APPLICANT	PROPOSAL BRIEF	TAXES & EXPENSES	PROJECT DEVELOPMENT	RECOMMENDATIONS
1. Flag Lot - 162nd near Grant #99306-5620 Centennial 10,890 SF \$32,400 Value	Jubilee Fellowship Ministries	Construct 7 2BR units Rental Special Needs	\$13,500.00	\$364,859.00	Approve Transfer
2. 3430 N. Commercial #94127-0580 Boise 2,240 SF \$2,400 Value	Portland Habitat for Humanity	Construct SFR 2BR Sale	\$1,107.00	\$45,000.00	Approve Transfer
3. 622 NE Sacramento #00960-1390 Eliot 1,875 SF \$12,000 Value	NE Community Develop. Corp.	Construct SFR 3BR Sale	\$3,455.70	\$83,500.00	Approve Transfer
4. 9128 NE Webster #50300-1730 Sumner 6,110 SF \$52,800 Value	Metro CDC	Develop SFR Sale		\$45,000.00?	Deny Transfer
	Hacienda CDC	Develop SFR Sale	\$3,819.39	\$115,000.00	Approve Transfer
5. 5111 NE 28th Ave. #41390-5710 Concordia 4,000 SF \$23,800 Value	Metro CDC	Rehab SFR Sale		\$45,000.00 ?	Deny Transfer
	Sabin CDC	SFR 4BR Rental-Sale		\$93,895.00	Approve Transfer
	Portland Habitat for Humanity	Rehab SFR Sale	\$2,798.89	\$45,000.00	Deny Transfer
	NE Community Development	Construct SFR 3BR Sale		\$83,500.00	Deny Transfer

PROPERTY	APPLICANT	PROPOSAL BRIEF	TAXES & EXPENSES	PROJECT DEVELOPMENT	RECOMMENDATIONS
6. Former 7038 NE 6th #24180-1770 Woodlawn NA 5,000 SF \$4,100 Value	Metro CDC	Develop SFR Sale	\$1,911.02	\$45,000.00 ?	Deny Transfer
	Portland Habitat for Humanity	_Develop Duplex Sale		\$45,000.00	Approve Transfer
	NE Community Development	Develop SFR Sale		\$83,500.00	Deny Transfer
7. Tract N of 5404 NE 27th Avenue #41390-1210 Concordia NA 6,000 SF \$10,600 Value	Metro CDC	Develop 2 SFR Sale	\$5,639.42	\$90,000.00 ?	Deny Transfer
	Sabin CDC	6 Units 3BR Rental-Sale		\$432,000.00	Deny Transfer
	Housing Our Families	5 Units 1-4BR Rental		\$380,000.00	Approve Transfer
	Portland Habitat for Humanity	3 Units Sale		\$130,000.00	Deny Transfer
	NE Community Development	5 Units Sale		\$417,00.00	Deny Transfer
8. 5404 NE 27th Ave Concordia 6,000 SF \$29,600 Value	#41390-1250				

# AFFORDABLE HOUSING DEVELOPMENT PROGRAM - PROJECT STATUS

Date: October, 1996

	<u>Transferee and Address</u>	<u>Transfer Date</u>	<u>Project Type/Units</u>	<u>Current Status</u>	<u>Tax Account Number</u>	<u>Lien Amount</u>	<u>Develop. Investmt.</u>
	<b><u>Housing Our Families</u></b>						
1)	4529-35 N. Mississippi	Sept. 11, 1992	Rental hsg./4 units	Project completed	76390-0090	\$12,636.95	\$ 100,000
2)	Former 3971-77 N. Mississippi	Jan. 19, 1995	Rental hsg./9 units	Under construction	59190-3760	\$ 5,005.39	\$1,250,000
3)	26 NE Ivy	Jan. 19, 1995	Rental housing	Project Completed	91640-1530	\$10,018.40	\$ 55,000
4)	3610 N. Mississippi	Jan. 19, 1995	Rental housing	Project Completed	59190-6770	\$ 6,732.93	\$ 69,000
5)	N. Webster East of N. Albina	Feb. 15, 1996	Rental housing	Transferred	52070-5410	\$ 1,345.50	\$ (183,000)
6)	N. Mississippi N. of Blandena	Feb. 15, 1996	Rental housing	Transferred	16390-1030	\$ 1,312.14	\$ (183,000)
	<b><u>Portland Habitat for Humanity</u></b>						
1)	Former 6532-36 NE 13th	Oct. 5, 1992	Home ownership	Project completed/2 homes	17310-4270	\$ 9,718.15	\$ 90,000
2)	Former 4833 NE 14th Place	Oct. 5, 1992	Home ownership	Project completed	86070-8010	\$ 9,160.14	\$ 45,000
3)	2818 NE Emerson St.	Mar. 4, 1994	Home ownership	Project completed	41390-1990	\$10,841.02	\$ 45,000
4)	6247 NE 12th Avenue	June 24, 1994	Home ownership	Project completed	38460-0660	\$ 4,593.57	\$ 45,000
5)	Former 4815 NE Killingsworth	Feb. 7, 1995	Home ownership	Financing secured/2 units	43410-2440	\$ 6,025.47	\$ 90,000
6)	Tract East of 77 NE Cook St.	Feb. 7, 1995	Home ownership	Project completed	91640-1920	\$ 6,574.78	\$ 45,000
7)	Former 6210 NE 8th Ave.	Feb. 7, 1995	Home ownership	Project completed	92610-1720	\$ 7,788.20	\$ 45,000
8)	2320 N. Kilpatrick St.	Mar. 21, 1996	Home ownership	Under construction	44591-4810	\$ 5,006.67	
9)	NE Morris St. East of NE Rodney	Mar. 21, 1996	Home ownership	Transferred	00960-5030	\$ 1,541.35	
10)	Former 1622 NE Saratoga	Mar. 21, 1996	Home ownership	Under construction	17310-2850	\$ 3,005.50	
	<b><u>Housing Authority of Portland</u></b>						
1)	Former 3921 SE 69th Ave.	Dec. 15, 1993	Special needs/5 units	Project completed	69940-2070	\$ 8,916.63	\$ 225,000
2)	Former 2615 N. Holman St.	Apr. 3, 1996	Group living/5 units	Transferred	91220-1890	\$ 5,057.40	\$ (225,000)
3)	Former 9128 N. Chase Ave.	Apr. 3, 1996	Group living/5 units	Transferred	65522-6690	\$ 3,845.44	\$ (225,000)
	<b><u>Northwest Housing Alternatives</u></b>						
1)	Former 9714 N. Charleston	Feb. 10, 1993	Special needs/5 units	Project completed	62130-1310	\$ 3,881.62	\$ 260,000
2)	Tract W. of 5109 NE Killingsworth	Feb. 10, 1993	Group homes for elderly/10 units	Project completed/2 homes	43410-3000	\$ 7,731.32	\$ 502,000
3)	Tract N. of 3021 NE Rodney	Feb. 10, 1993	Group homes for elderly/10 units	Project completed	91640-3480	\$ 3796.99	\$ 269,000

AHDP Project Status

April, 1996

Page 2

	<u>Transferee and Address</u>	<u>Transfer Date</u>	<u>Project Type/Units</u>	<u>Current Status</u>	<u>Tax Account Number</u>	<u>Lien Amount</u>	<u>Develop. Invest.</u>
	<b><u>Providence Elder Place</u></b>						
1)	Former 5641 NE Alberta St.	Sept. 10, 1992	Rental housing for elderly/42 units	Project completed	94219-4020	\$12,570.93	\$2,084,000
	<b><u>ROSE CDC</u></b>						
1)	Tract West of 7429 SE Bybee	Feb. 3, 1993	Rental housing	Project completed	37260-0020	\$ 619.14	\$ 78,808
2)	Tract East of 7409 SE Bybee	Feb. 3, 1993	Rental housing	Project completed	37260-0030	\$ 1,331.46	
3)	Tract East of 6110 SE Tolman	Feb. 3, 1993	Rental housing	Project completed	84240-2920	\$ 3,399.46	\$ 72,996
4)	6809 SE 67th	Feb. 9, 1994	Rental housing	Project completed	09991-5350	\$ 2,539.85	\$ 85,851
5)	4617 SE Flavel Dr.	Feb. 9, 1994	Rental housing	Project completed	25530-1750	\$ 3,427.50	\$ 99,160
6)	4907 SE Tenino St.	Feb. 9, 1994	Rental housing	Project completed	25530-6010	\$ 2,857.26	\$ 97,077
7)	6704 SE 93rd Ave.	Mar. 7, 1995	Rental housing	Project completed	54650-0190	\$ 8,825.41	\$ 71,600
8)	Former 10018 SE Insley	Apr. 24, 1995	Rental housing	Project completed	14980-0710	\$11,698.26	\$ 94,938
9)	6044 SE Flavel St.	Mar. 7, 1995	Rental housing	Project completed/2 units	19790-0820	\$17,804.18	\$ 167,962
10)	7864 SE 64th Ave.	Jan. 12, 1996	Home ownership	Under construction	10350-0860	\$ 8,446.60	\$ 91,436
11)	326 SE 76th Ave.	Jan 12, 1996	Home ownership/ rental	Under construction	58940-0360	\$11,005.04	\$ 237,248
	<b><u>Give Us This Day, Inc.</u></b>						
1)	1806 N. Alberta	April 4, 1992	Special needs/ shelter	Project completed	70960-2580	\$ 4,282.31	\$ 10,000
	<b><u>Portland Development Commission</u></b>						
1)	6644 N. Mears Ave. }	PDC paid tax arrears to avoid AHDP liens and supervision			27740-0720	PDC paid tax arrears to avoid liens.	
2)	64 NE Fremont Ave. }				01080-0130		
3)	10001 N. Willamette }				61330-2060		
	<b><u>Host Development</u></b>						
1)	3732 NE 8th Ave.	Nov. 4, 1992	Home ownership/ shared wall two units	Project completed	49710-0690	\$ 4,282.31	\$ 150,000

	<u>Transferee and Address</u>	<u>Transfer Date</u>	<u>Project Type/Units</u>	<u>Current Status</u>	<u>Tax Account Number</u>	<u>Lien Amount</u>	<u>Develop. Invest.</u>
<b><u>LIHNAPO</u></b>							
1)	Former 9039 N. Central	Sept. 13, 1994	Rental housing	Project completed/3 units	96101-0190	\$ 3,896.88	\$ 255,000
2)	SW corner Columbia Way & Taft	Sept. 13, 1994	Rental housing	Financing secured	22740-2790	\$ 6,134.08	\$ (560,000)
<b><u>Human Solutions, Inc.</u></b>							
1)	So. Side of SE Ankeny St., 110' East of the intersection with SE 119th Ave.	Mar. 2, 1995	Rental housing 42 units	Under construction	85871-3240	\$ 3,803.21	\$3,800,000
2)	Tract West of 11930 SE Ankeny	Mar. 2, 1995	Rental housing	Under construction	85871-3260	\$ 1,442.13	↓
3)	Tract East of 11930 SE Ankeny	Mar. 2, 1995	Rental housing	Under construction	85871-3310	\$ 1,797.65	↓
4)	Tract North of 4605 NE 118th Ave.	Jan. 20, 1995	Rental housing	Securing financing	74470-0540	\$ 7,824.95	
5)	Former 2637 SE 125th Ave.	Mar. 18, 1996	Rental housing	Transferred	99211-1120	\$10,788.10	
6)	Former 2637 SE 125th Ave.	Mar. 18, 1996	Rental housing	Transferred	99211-5320	\$11,797.32	
<b><u>Portsmouth Community Redevelopment</u></b>							
1)	Former 8267 N. Fiske Ave.	Jan. 25, 1995	Home ownership	Project completed	30460-1950	\$ 5,310.68	\$ 99,328
2)	Former 4756 N. Drew St.	Jan. 25, 1996	Home ownership	Financing secured	61860-0680	\$ 3,548.74	\$ (90,000)
3)	9204 N. Hamlin Ave	Jan. 25, 1996	Home ownership	Under construction	65522-5940	\$12,160.62	\$ 45,000
<b><u>Sabin CDC</u></b>							
1)	Tract West of 3911 NE 11th Ave.	Jan. 12, 1995	Rental/lease to own	Under construction	61150-1506	\$ 1,894.38	\$ 88,770
2)	Former 451 NE 29th Ave.	Apr. 4, 1996	Lease to own	Transferred	24230-3650	\$ 5,245.83	
3)	1484-1486 NE Alberta St.	Apr. 30, 1996	Rental housing	Transferred	86070-7940	\$12,256.20	\$ (500,000)
<b><u>Hacienda CDC</u></b>							
1)	5285 NE 74th Ave.	Nov. 29, 1994	Rental housing	Under construction	51700-0690	\$ 7,446.24	\$ (115,000)
2)	5275 NE 74th Ave.	Nov. 29, 1994	Rental housing	Under construction	51700-0710	\$11,105.26	
<b><u>Miracle Revivals, Inc.</u></b>							
1)	5627 NE 9th Ave.	Mar. 12, 1996	Rental housing	Securing financing	16640-1590	\$ 5,766.49	\$ (125,000)

	<u>Transferee and Address</u>	<u>Transfer Date</u>	<u>Project Type/Units</u>	<u>Current Status</u>	<u>Tax Account Number</u>	<u>Lien Amount</u>	<u>Develop. Invest.</u>
<b><u>Franciscan Enterprises</u></b>							
1)	NE Fargo St., E. of MLK Jr. Blvd.	Apr. 3, 1996	Rental housing/ Home ownership/4 units	Securing financing	00960-3980	\$ 3,036.28	\$ (425,000)
2)	N. Williams Ave., N. of NE Sumner		Rental housing	(Title problems/	87730-3220	\$ 5,108.34	
3)	Former 2023 NE Rodney Ave.		Rental/home ownership	Pending transfer)	00960-7790	\$ 7,994.18	
4)	921 NE Roselawn St.	July 3, 1996	Rental housing	Project completed	72530-0270	\$ 6,234.13	\$ 70,000
<b><u>REACH CDC</u></b>							
1)	Former 2101 SE Powell Blvd.	Apr. 18, 1996	Rental housing	Securing financing	02490-0010	\$41,111.95	
<b><u>City of Portland</u></b>							
1)	NE Third Ave., N. of E. Burnside		Shelter	Pending transfer	22650-4250	\$49,795.34	
<b><u>Metro CDC</u></b>							
1)	4002 NE Roselawn St.	Jan. 16, 1996	Home ownership	Financing Secured	39150-1480	\$19,202.83	\$ (45,000)
2)	9556 N. Willamette Blvd.		Home ownership	Pending transfer/title probs	73970-2970	\$ 6,889.51	
3)	9127 N. Kellogg St.	Jan. 16, 1996	Home ownership	Financing Secured	38850-0420	\$ 9,280.88	\$ (45,000)
<b><u>Portland Community Reinvestment Initiatives (PCRI)</u></b>							
1)	Former 5319 NE 24th Ave.	Feb. 9, 1996	Rental housing/ 2 units	Securing financing	86070-2400	\$ 2,389.96	\$ (153,000)

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR  
MULTNOMAH COUNTY, OREGON

In the Matter of the Transfer	)	
of Tax-Foreclosed Properties to	)	
Jubilee Fellowship Ministries,	)	
Portland Habitat for Humanity,	)	ORDER
Northeast Community Development	)	96-210
Corporation, Hacienda CDC, Sabin	)	
CDC and Housing Our Families for	)	
low income housing purposes.	)	

WHEREAS, requests for certain tax-foreclosed properties were received pursuant to procedures set forth in Multnomah County Ordinance No. 795 and the Multnomah County Affordable Housing Development Program; and

WHEREAS, a public hearing was held before the Board of County Commissioners on December 5, 1996 to determine whether the transfer would serve the public purpose of providing decent and safe low income housing, and the Board being fully informed in the matter; Now Therefore

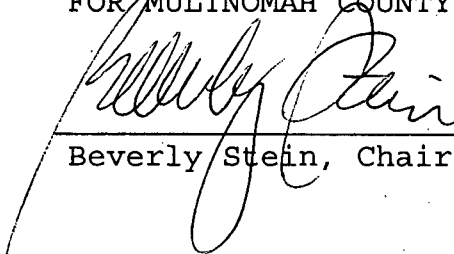
IT IS HEREBY ORDERED, that the transfer of tax-foreclosed property (recipients and transferred tracts are listed and attached as Exhibit A), for public purposes under the auspices of the County Affordable Housing Development Program, be and hereby is approved; and

IT IS FURTHER ORDERED, that the Chair be and hereby is authorized to execute all documentation required to complete said transfer.

Dated this 5th day of December, 1996.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

  
Matthew O. Ryan  
Assistant County Counsel



Exhibit A

LIST OF TRANSFER PROPERTIES

1. Jubilee Fellowship Ministries

A. Legal Description: Section 06 1S 3E, TL #2600  
Address: Vacant flag lot - 162nd near Grant  
Tax Account number: R-99306-5620  
Taxes and Costs: \$13,500.00

2. Portland Habitat for Humanity

A. Legal Description: Section 27 1N 1E, TL #70  
Address: Former 3430 North Commercial  
Tax account number: R-94127-0580  
Taxes and Costs: \$1,107.00

B. Legal Description: EL TOVAR, Lots 5 & 6, Block 7  
Address: Former 7038 NE 6th Avenue  
Tax account number: R-24180-1770  
Taxes and Costs: \$1,911.02

3. Northeast Community Development Corporation

A. Legal Description: ALBINA, West ½ of the North 75' of  
Lot 18, Block 4  
Address: Former 622 NE Sacramento  
Tax account number: R-00960-1390  
Taxes and Costs: \$3,455.70

4. Hacienda Community Development Corporation

A. Legal Description: LOCHNOWE, TL #1 of Lot 2, Block 6  
Address: 9128 NE Webster Street  
Tax account number: R-50300-1730  
Taxes and Costs: \$3,819.39

5. Sabin Community Development Corporation

A. Legal Description: INA PARK, Lot 17, Block 14  
Address: 5111 NE 28th Avenue  
Tax account number: R-41390-5710  
Taxes and Costs: \$2,798.89

6. Housing Our Families

A. Legal Description: INA PARK, Lot 3, North ½ of Lot 4, Block 4  
Address: Vacant lot North of 5404 NE 27th Avenue  
Tax account number: R-41390-1210  
Taxes and Costs: \$5,639.42

B. Legal Description: INA PARK, South ½ of Lot 4, Lot 5, Block 4  
Address: 5404 NE 27th Avenue  
Tax account number: R-41390-1250  
Taxes and Costs: \$3,794.64

Tuesday, December 3, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

Came late for  
R-4

### BOARD BRIEFING

- B-1 Review Metro's Urban Growth Management Functional Plan Requirements and Implementation Alternatives. Presented by Scott Pemble, David Knowles, Bob Clay, Ken Martin and John Bonn. ONE HOUR REQUESTED

Thursday, December 5, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

### REGULAR MEETING

#### CONSENT CALENDAR

#### DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-1 ORDER Authorizing Execution of Deed D971380 Upon Complete Performance of a Contract to Lynn B. Allquist and Violet Allquist

#### SHERIFF'S OFFICE

- C-2 Retail Malt Beverage Liquor License Renewal for SPRINGDALE TAVERN, 323 E. CROWN POINT HIGHWAY, CORBETT

#### REGULAR AGENDA

#### PUBLIC COMMENT

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

#### DEPARTMENT OF COMMUNITY CORRECTIONS

- R-2 Budget Modification DCC 5 Creating a Budget for the Centralized Casebank Unit, Transferring Existing Positions and Materials and Services

#### DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-3 Intergovernmental Agreement 104776 with the Housing Authority of Portland, Allocating \$350,455.70 of Community Development Block Grant Funds to Develop Property for Use as Low Income Rental Housing, Headstart Classrooms, and a Community Facility Meeting Space

(Exhibit I) Relates to this previously

R-4 PUBLIC HEARING on Affordable Housing Development Program Recommendations and Consideration of an ORDER Authorizing Transfer of Certain Tax Foreclosed Properties to Jubilee Fellowship Ministries, Portland Habitat for Humanity, Northeast Community Development Corporation, Hacienda CDC, Sabin CDC and Housing Our Families, for Low Income Housing Purposes

Thursday, December 5, 1996 - 10:00 AM

### (OR IMMEDIATELY FOLLOWING REGULAR MEETING)

Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

### BOARD BRIEFING

Update on Proposed Dredging of the Columbia River. Presented by Sharon Timko. ONE HOUR REQUESTED.

Requests  
Listing of properties  
addresses & tax foregiven

Sorry, I was  
late to  
testify.

To Chair, Stern and  
Beverly  
Commissioners

How carefully do you  
'check on these'  
Remember Dominica  
Capitol?

December 15, 1991  
Bill of Rights  
Birthday!

See attached  
exhibit (1)

exhibit (2) Abraham  
Lincoln's "Nation cannot  
live on injustice"

Exhibits (3) & (4)

Thanks giving

Exhibit (4) Birthday Dec 15, 1991

OUR AMERICAN HERITAGE

# The Bill of Rights

As provided in the FIRST TEN AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES  
Effective December 15, 1791

## Preamble

The conventions of a number of the States having at the time of their adopting the Constitution, expressed a desire, in order to prevent misconstruction or abuse of its powers, that further declaratory and restrictive clauses should be added: And as extending the ground of public confidence in the Government, will best insure the beneficent ends of its institution.

- 1 **Right to Freedom of Religion, Speech, Press, Assembly, Petition.**  
Congress shall make (no law) respecting an (establishment of religion) or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.
- 2 **Right to Keep and Bear Arms.**  
A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.
- 3 **Rights on Quartering of Soldiers.**  
No Soldier shall, in time of peace, be quartered in any house, without the consent of the Owner, nor in time of war, but in a manner to be prescribed by law.
- 4 **Right against Unreasonable Search and Seizure.**  
The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.
- 5 **Right to Protection of Persons and Property.**  
No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service, in time of War or public danger; nor shall any person be subject for the same offense to be twice put in jeopardy of life or limb; nor shall be compelled in any Criminal Case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for (public use,) without just compensation.
- 6 **Rights of Persons Accused of Crime.**  
In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed, which districts shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining Witnesses in his favor, and to have the Assistance of Counsel for his defense.
- 7 **Right of Trial by Jury.**  
In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law.
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The enumeration in the Constitution of certain rights, shall not be construed to deny or disparage others retained by the people.
- 10 **Rights reserved to the States and the People.**  
The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.

Neighborhoods

THE BILL OF RIGHTS COMMEMORATION COMMITTEE—Joe Crail, Chairman, P.O. Box 19224

Protective Ass'n GOD IS LOVE --- NOT HATE (RACISM) Portland, Oregon

KEEP FREEDOM-- WE MUST STOP LAND USE PLANNING and URBAN RENEWAL BONDING!!

PORTLAND'S COMPREHENSIVE PLAN will DESTROY OUR PRESENT PROPERTY RIGHTS!

Private property, under our Constitution, is a God-given right, and not a grant of government. It cannot be taken without... "due process of law," and any law that violates our Constitution and Bill of Rights cannot be passed by city ordinance or our state legislature.

NOWHERE in our Oregon or United States Constitution or Bill of Rights does it say: 1. SUBSIDIZE private business with tax dollars, (which becomes a lien on all other taxable property.) 2. CONDEMN and DESTROY existing privately owned property (by the city of Portland).. buy it... resell it, to another !! DOWN-ZONING of some property, making it worth less, is UNFAIR. THIS COULD ENCOURAGE ARSON... since it reverts to the "lesser use" if destroyed by fire!

PRAY FOR... FREEDOM AND JUSTICE FOR ALL!

Louise Weidlich Director

"THE GOD WHO GAVE US LIFE, GAVE US LIBERTY AT THE SAME TIME." Thomas Jefferson

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Protective Ass'n

THE BILL OF RIGHTS COMMEMORATION COMMITTEE—Joe Crail, Chairman, P.O. Box 19224

GOD IS LOVE

NOT HATE

(RACISM) Portland, Oregon

THE LINCOLN YEAR BOOK

Containing Immortal Words  
of Abraham Lincoln

Copyright by J. T. HOBSON  
1907

The nation and kingdom that will not serve thee  
Isaiah 60:12

JANUARY 28, shall perish.

## The Approach of Danger.

(Extract from the Springfield address in 1848. Continued from preceding page.)

At what point shall we expect the approach of danger? Shall we expect some transatlantic military giant to step the ocean and crush us at a blow? Never! All the armies of Europe, Asia, and Africa combined, with all the treasures of the earth (our own excepted) in their military chest, with a Bonaparte for a commander, could not, by force, take a drink from the Ohio, or make a track on the Blue Ridge, in a trial of a thousand years. At what point, then, is this approach of danger to be expected? I answer: If it ever reaches us, it must spring up amongst us. It cannot come from abroad. If destruction be our lot, we must ourselves be its author and finisher. As a nation of freemen, we must live through all time or die by suicide.

# America First

JUNE 17

Nation Cannot Live on Injustice.

(Said in defense of his "Divided House" speech of June 16, 1858, some of his friends having severely criticised it.)

Friends, I have thought about this matter a great deal, have weighed the question from all corners, and am thoroughly convinced the time has come when it should be uttered; and if it must be that I must go down because of this speech, then let me go down linked to truth—die in the advocacy of what is right and just. This nation cannot live on injustice. "A house divided against itself cannot stand," I say again and again.

Circulated by

Louise Weidlich

(Mrs.) Louise Weidlich, Director

Neighborhoods Protective Association  
P.O. Box 19224, Portland, Oregon 97219

③

# "Come, Ye Thankful People"

HENRY ALFORD

GEORGE ELVEY

1. Come, ye thank-ful peo-ple, come, Raise the song of har-vest home.  
 2. All the world is God's own field, Fruit un-to His praise to yield;  
 3. For the Lord our God shall come, And shall take His har-vest home;  
 4. E-ven so, Lord, quick-ly come To Thy fi-nal har-vest home;

All is safe-ly gath-ered in, Ere the win-ter storms be - gin;  
 Wheat and tares to -geth - er sown, Un - to joy or sor - row grown;  
 From His field shall in that day All of -fens - es purge a - way;  
 Gath - er Thou Thy peo - ple in, Free from sor - row, free from sin;

God, our Ma - ker, doth pro - vide For our wants to be sup - plied:  
 First the blade, and then the ear, Then the full corn shall ap - pear:  
 Give His an - gels charge at last In the fire the tares to cast;  
 There, for - ev - er pu - ri - fied, In Thy pres - ence to a - bide:

Come to God's own tem - ple, come, Raise the song of har - vest home.  
 Lord of har - vest, grant that we Whole - some grain and pure may be.  
 But the fruit - ful ears to store In His gar - ner ev - er - more.  
 Come, with all Thine an - gels, come, Raise the glo - rious har - vest home.

## Thanksgiving

### The Most American of All Our Holidays

Ennis Thorne

The first Thanksgiving proclamation was issued by Abraham Lincoln on October 13, 1863, officially naming the last Thursday in November Thanksgiving Day. In the proclamation he said:

"The year that is drawing toward its close has been filled with the bounties of fruitful fields and healthy skies. These bounties are so constantly enjoyed that we are prone to forget the source from which they come.... It has seemed to me fit and proper that they should be solemnly, reverently, and gratefully acknowledged as with one heart and one voice by the whole American people."

Thanksgiving Day also reminds us of the people who first held a celebration of thanksgiving in this country. The people were called the Pilgrims, and the time was 1621, one year after they had arrived on the Mayflower and founded a colony at Plymouth, Massachusetts. A group of courageous people hoping to find refuge from religious persecution in England, the Pilgrims crossed the Atlantic, established the first settlements in New England, and laid the foundation of civil and religious liberty in the New World.

IDEALS—Vol. 40, No. 7 September MCMLXXXIII IDEALS (ISSN 0019-137X) is published eight times a year.

Circulated by:

Neighborhoods Protective Association

P.O. Box 19224, Portland, Oregon 97219 (Mrs.) Louise Weidlich, Director



4 "THE GOD WHO GAVE US LIFE, GAVE US LIBERTY AT THE SAME TIME." Thomas Jefferson

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Neighborhoods

Protective Ass'n

THE BILL OF RIGHTS COMMEMORATION COMMITTEE—Joe Crail, Chairman, P.O. Box 19224

GOD IS LOVE — NOT HATE (RACISM) Portland, Oregon

## birthday:

FIRST TEN AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES  
Effective December 15, 1791

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Neighborhoods Protective Association

P.O. Box 19224, Portland, Oregon 97219 (Mrs.) Louise Weidlich, Director

MEETING DATE: DEC 05 1996

AGENDA #: B-2

ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Briefing

BOARD BRIEFING:

DATE REQUESTED: Thursday December 5, 1996

REQUESTED BY: Sharon Timko

AMOUNT OF TIME NEEDED: 45 Minutes - 1 Hour Requested

REGULAR MEETING:

DATE REQUESTED:

AMOUNT OF TIME NEEDED:

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Sharon Timko

TELEPHONE #: 248-3960

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: Sharon Timko, Staff Assistant to Chair Beverly Stein;  
Alan Willis and other representatives from the Port of Portland

### ACTION REQUESTED:

☒ [XX] INFORMATIONAL ONLY    ☐ [ ] POLICY DIRECTION    ☐ [ ] APPROVAL    ☐ [ ] OTHER

### SUGGESTED AGENDA TITLE:

Update on proposed dredging of Columbia River

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)

DEPARTMENT

MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
96 NOV 26 AM 10:52  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

**Alan Willis**  
Government Relations Manager



**Port of Portland**

Box 3529, Portland, Oregon 97208  
503/731-7046  
FAX: 503/731-7080

**Sebastian Degens, AICP**  
Senior Planner, Marine



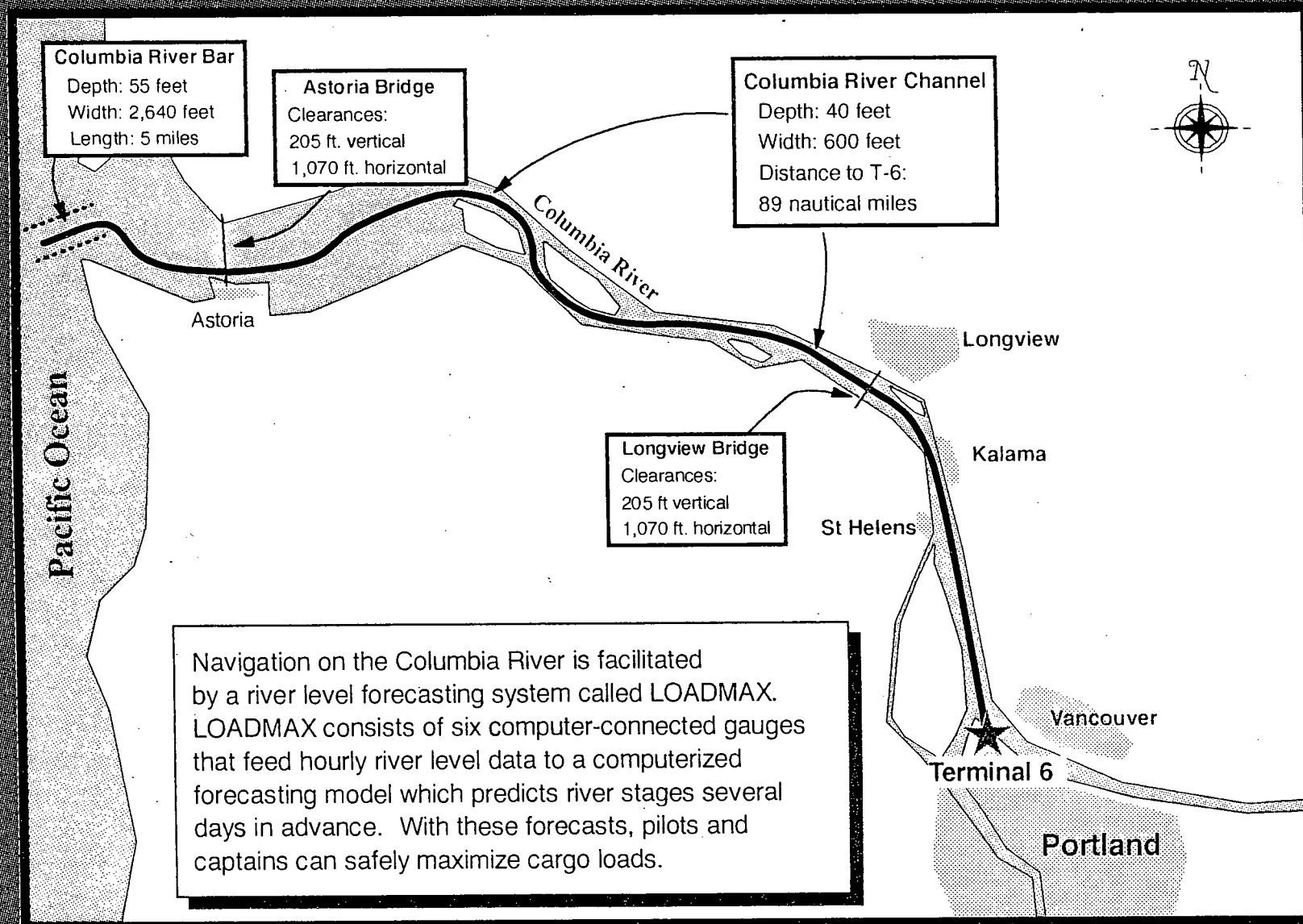
**Port of Portland**



Box 3529, Portland, Oregon 97208  
503/731-7214  
800/547-8411, Ext. 7214  
FAX: 503/731-7250



# Columbia River -- Pacific Ocean to Portland



# Columbia River Navigation Channel Deepening

Status Report  
December, 1996

# Current Channel Status

- Columbia River Navigation Channel is 40' deep (Columbia River Datum)
- Last Improvement in 1960's from 35' CRD
- 2,146 vessel calls in 1995
- 38 million tons of cargo
- 5-6 million cy annual maintenance dredging

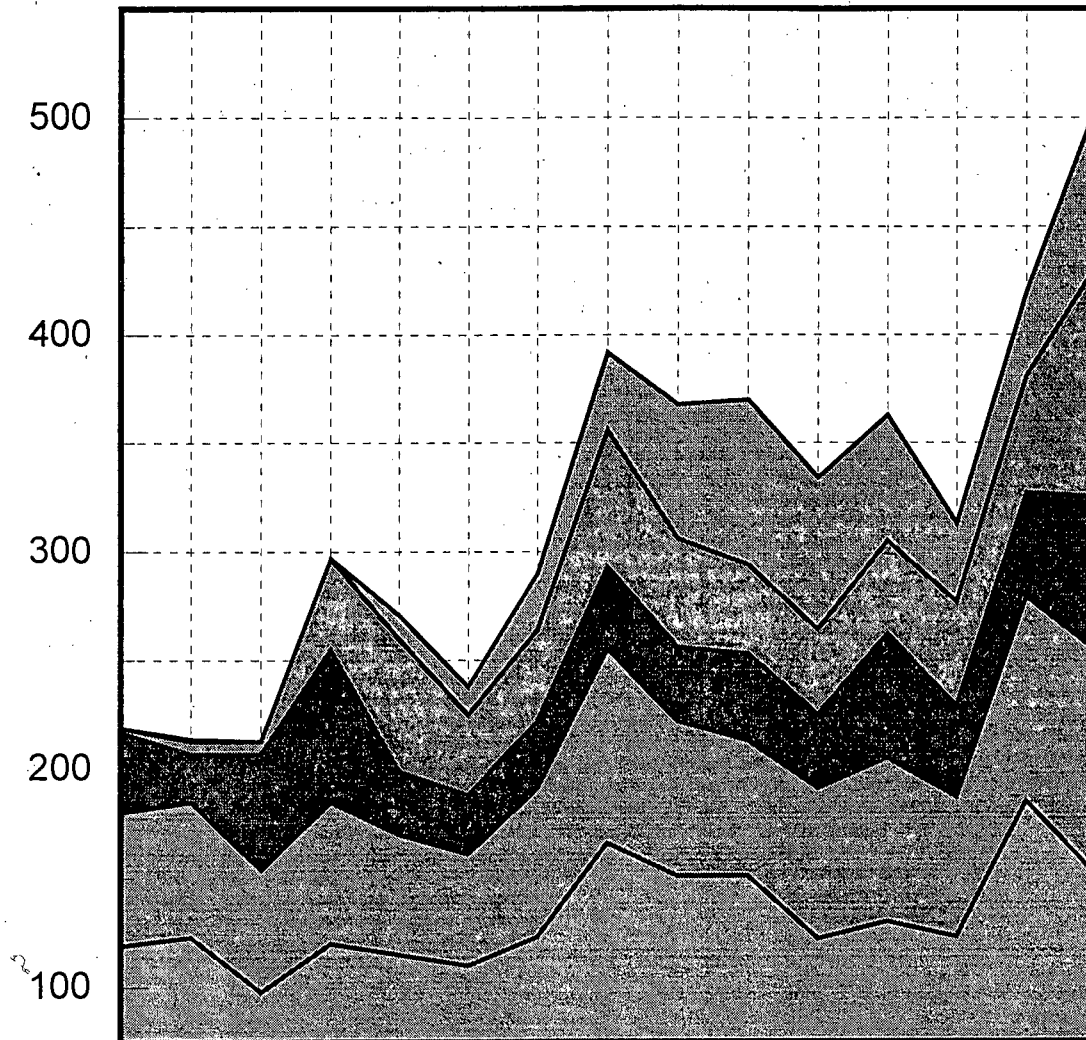
# Existing channel is already being maximized:

- River forecast system (LOADMAX) used extensively for planning vessel loading and departures, to maximize loads
- River surveys and maintenance dredging are coordinated monthly with pilots and Corps of Engineers to focus /prioritize resources
- Resulting in over 500 vessels sailing at drafts of over 36 feet

# COLUMBIA RIVER VESSEL TRANSITS

## VESSEL DRAFT 36 FEET OR MORE

NUMBER OF VESSEL TRANSITS



	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95
36 FT	119	123	98	120	115	110	123	166	151	151	122	130	123	185	151
37FT	61	62	56	65	55	51	68	89	71	62	69	75	64	94	103
38 FT	37	22	53	70	29	27	31	38	34	40	34	57	42	48	71
39 FT	2	6	6	42	61	37	42	63	50	41	39	43	48	54	107
>=40 FT	0	1	0	0	11	13	26	36	62	76	70	58	36	39	74
Total	219	214	213	297	271	238	290	392	368	370	334	363	313	420	506

SOURCE: COLUMBIA RIVER PILOTS, COLUMBIA RIVER BAR PILOTS, LEWIS AND CLARK PILOTS

# What is the Proposed Deepening?

- The Port of Portland, in conjunction with 6 other Lower Columbia River Ports is proposing that the Navigation Channel be deepened by 3 feet, from 40 to 43 feet.
- In response, the Federal Government is in multi-year Feasibility/ EIS study process, projected to end in 1999

# Why is the Project Needed?

- The marine industry is changing and the vessels in the world fleet are getting larger and more efficient
- These vessels are replacing ones that are calling the Portland harbor and Columbia River ports
- To remain a viable world-class seaport, basic navigation needs must be provided for & continued investment in transportation infrastructure must be made





JUNE 9, 1993  
EVER ROYAL - 965' CONTAINER SHIP  
PASSING 524' HANDY-SIZE BULK CARRIER  
IN VICINITY OF VANCOUVER LAKE

DRAFT OF "R" CLASS SHIPS IS 41' FULLY LOADED



# Ever Ultra Sailing

- Post-Panamax containership, built 1996, operated by Evergreen Line
- Loaded 26,000 tons of containerized cargo (1,202 containers) in Portland, July 1996
- Sailed at 40' of draft in a 40' channel
- Took on another 13,000 tons of cargo in Tacoma and sailed at 42.4 feet
- U-class ships will be phased out of PDX

# What are the Channel Deepening Benefits?

- Existing vessels leave fully loaded
- Costly delays are reduced
- Modern, fuel-efficient vessels can call Columbia River ports
- Transportation savings to shippers and vessel owners ensure a place on the international market for local products

# Portland Harbor International Commerce (1995)

Imports	2,590,833 short tons
Exports	<u>13,812,896</u> short tons
Total	16,403,729 short tons

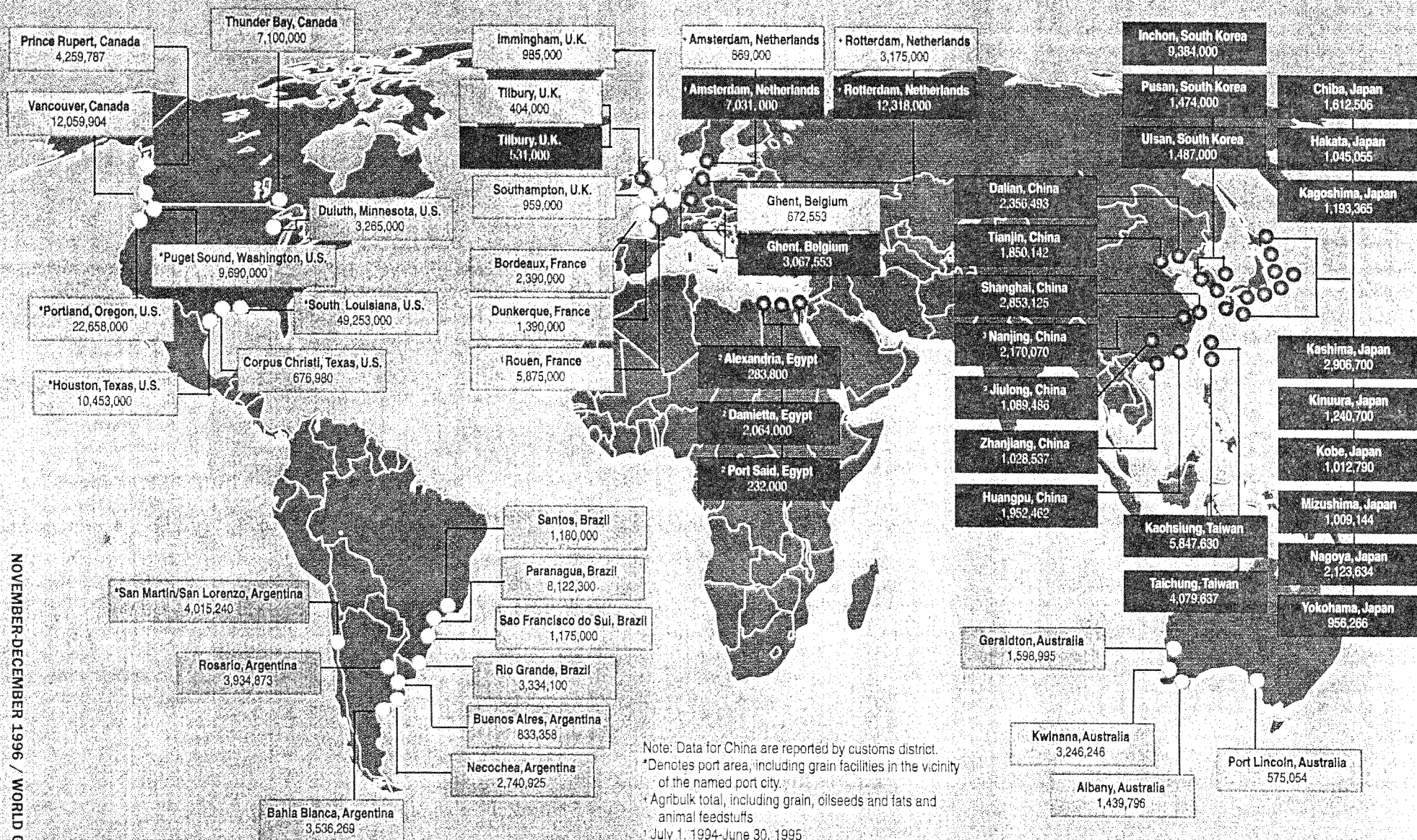
- In PNW, only Vancouver, B.C. moves more cargo
- Portland moves more tonnage than Seattle, Tacoma, Oakland, or San Francisco

# Major grain exporting and importing ports

(Exports of grain in tonnes, 1995 unless otherwise noted)

Exporting ports

Importing ports



Note: Data for China are reported by customs district.

\*Denotes port area, including grain facilities in the vicinity of the named port city.

• Agribulk total, including grain, oilseeds and fats and animal feedstuffs

July 1, 1994-June 30, 1995

• Coarse grains only

• Denotes customs district only; actual grain unloadings occur at other ports

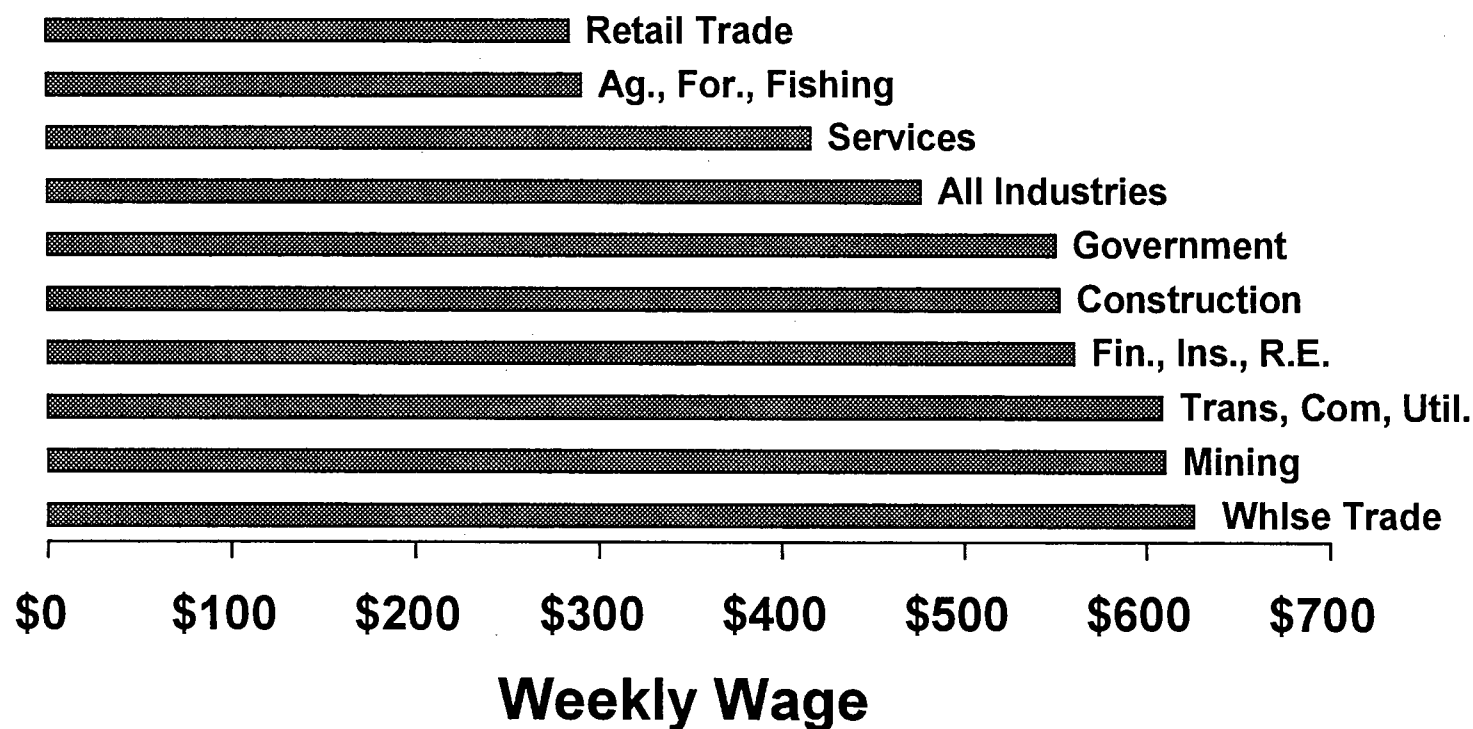
# The Value of Waterborne Trade to the Region

- Total Employment Impacts - 53,000
- Personal Income \$368 million
- Local Business Revenue \$700 million
- State and local taxes \$28 million

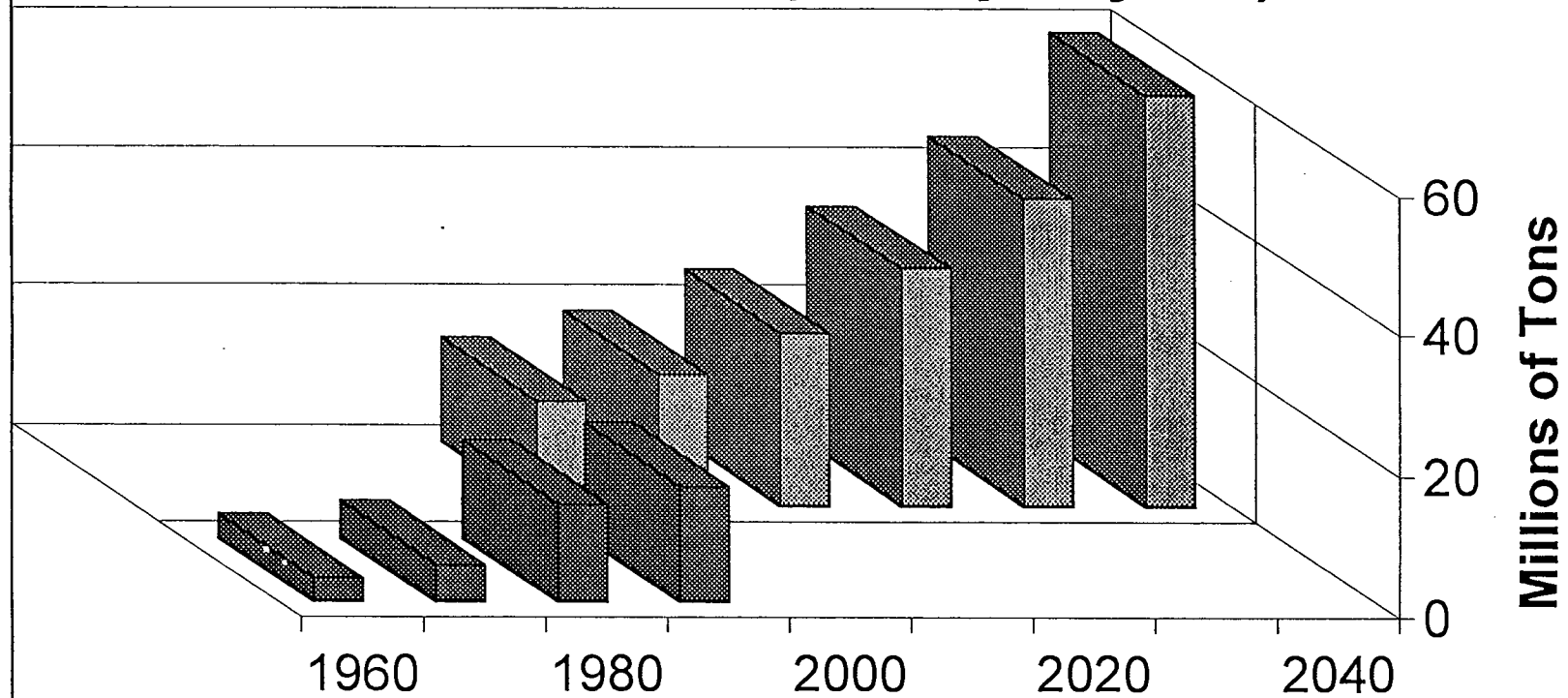
Portland's economy relies on trade & distribution  
(Highest West Coast Wholesale/Retail Trade  
Ratio)

# Average Weekly Wages by Industry

## Covered Employment: 1994



# PORTLAND HARBOR INTERNATIONAL COMMERCE (tons per year)



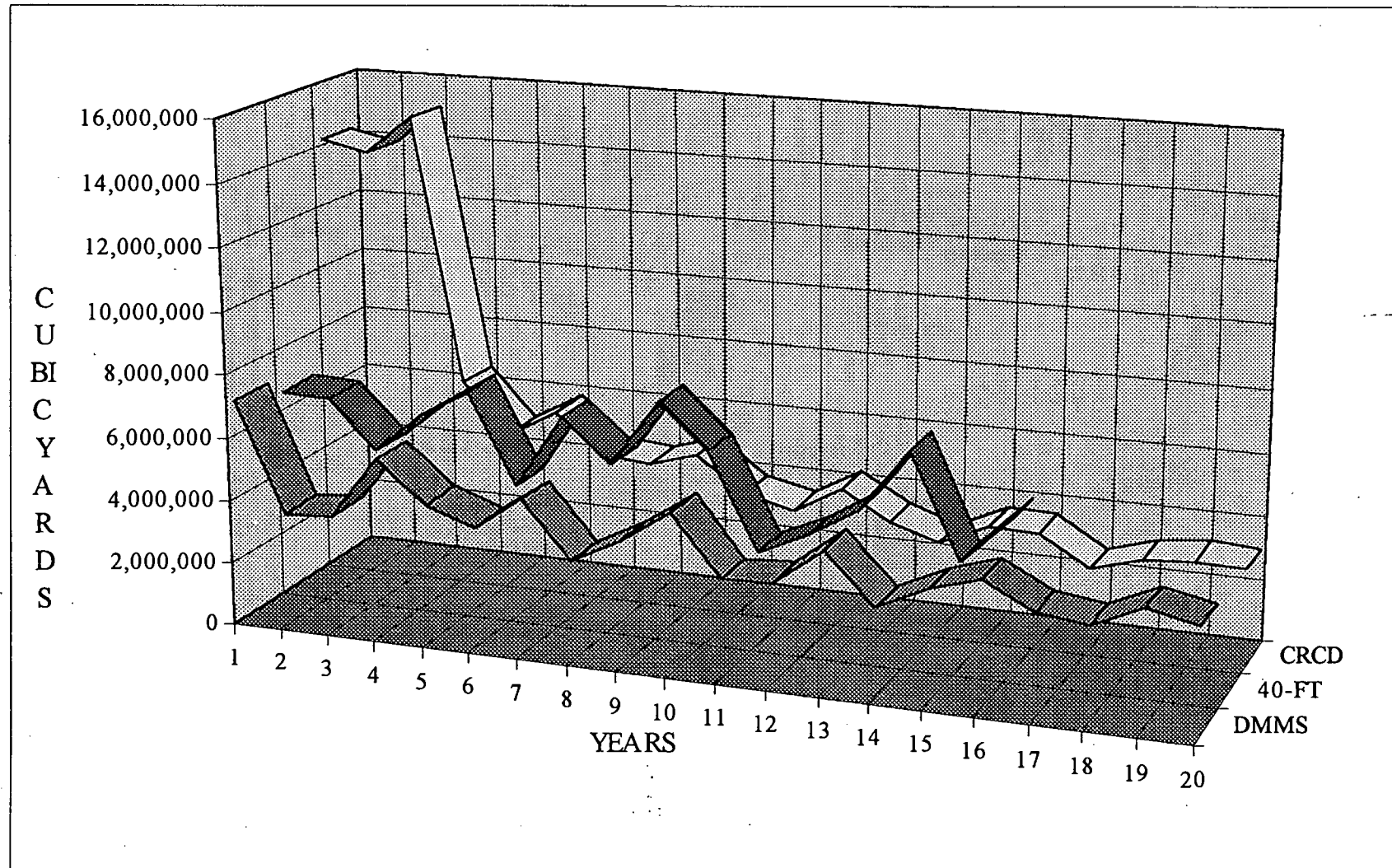
1960-1990 Tonnage- ACOE Water Resources Support Center  
2000-2040 Forecast - Portland Metro 2040 commodity Flow Study.  
1994 ,DRI/McGraw-Hill

# 43' Project Overview

- Federal Feasibility Study/ EIS
- 2 States; Washington & Oregon
- 7 Local Sponsoring Ports
- Project Length: 124 River Miles
- Construction: 17.9 mcy
- 20 year O&M: 91 mcy

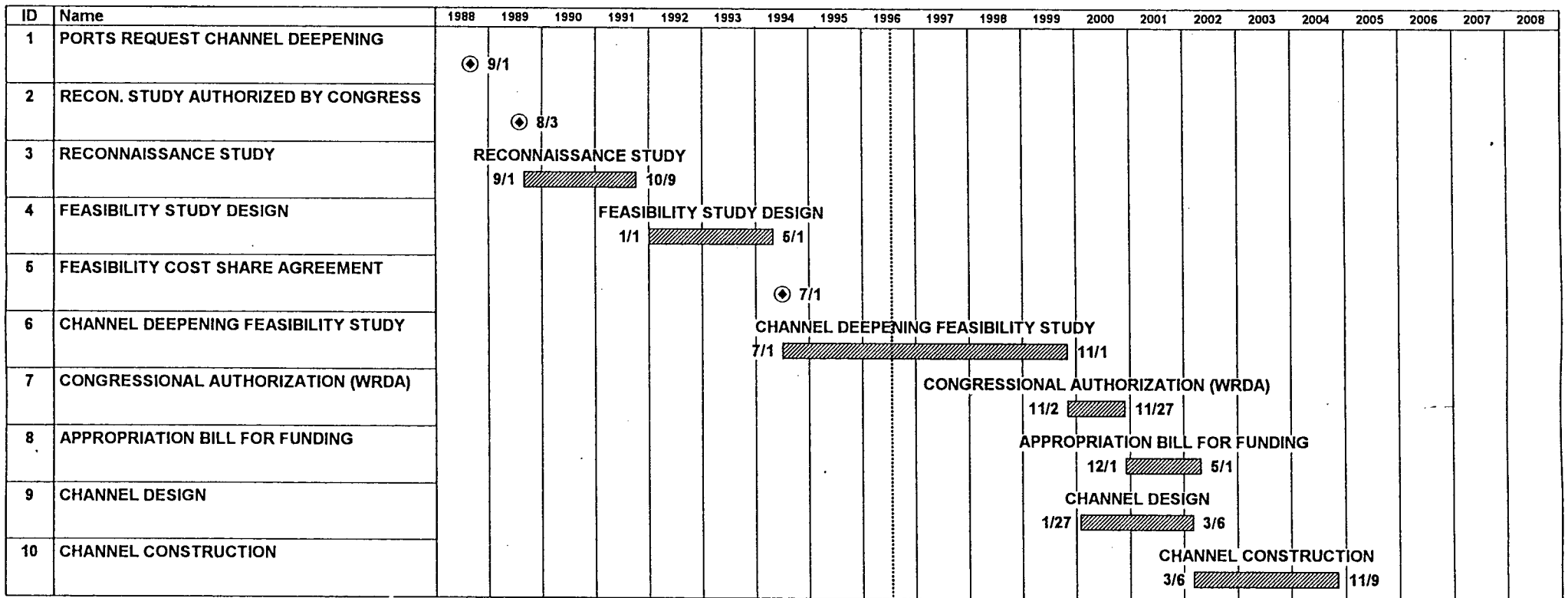


# Dredging Quantities



# Columbia River Channel Deepening Project Schedule

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7/10/96

# EIS Process

- Scoping Letter sent out November 1994
- Next set of Public Meetings in January 1997
- On-going Environmental Roundtable, open to any interested party, every 6 weeks
- Draft Supplemental EIS on 20 year maintenance program (DMMS) 8/97
- Draft EIS Channel Deepening 10/98

# Major Environmental Issues

- Sediment quality and water quality impacts
- Wetland and habitat impacts from upland disposal
- Salinity intrusion in the Estuary
- Fisheries issues

# Feasibility Study Investment

Total Cost of Feasibility Study=	\$6.1 mil
Federal Share	\$3.1 mil
Oregon Share	\$1.6 mil
Washington share	\$1.6 mil
DMMS Study	\$3.5 mil
Total all studies/EIS	\$9.6 mil

# Channel Deepening Funding

- Since WRDA 1986, local sponsors of navigation improvement projects are responsible for 25% of Construction
- In addition, local sponsors (Ports) must provide all lands easements, and rights-of-way for dredge material disposal/ environmental mitigation
- O & M is a Federal responsibility, but paid for by user fees into the Harbor Maintenance Trust Fund

# Current Corps Study Status

- Preliminary Engineering on 43' alternative is complete
- Vessel Operating parameters established
- Environmental Studies in process
- Dredged Material disposal options under evaluation and public review
- Economic Studies nearly complete